

**COLLECTIVE
AGREEMENT**

between



**MAPLE LEAF FOODS INC.
Port Perry, Ontario**

and

UNIFOR LOCAL 1090

**Effective Date:
Expiry Date:**

**June 1, 2020
May 31, 2024**

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THIS AGREEMENT

ENTERED INTO AS OF THE 1ST OF JUNE 2020

MADE BY AND BETWEEN:

**Maple Leaf Foods Inc.
Port Perry, Ontario**

hereinafter referred to as the Company

and

UNIFOR LOCAL 1090

hereinafter referred to as the Union

ARTICLE 1 - PURPOSE

Maple Leaf Foods Inc. in Port Perry, manufacturer of baked goods (hereafter referred to as the Company) and its employees and the Union jointly recognize the need for efficient operations that enable the Company to be competitive, thereby creating an environment conducive to success. When negotiating a contract, the parties recognize the importance of adapting to change and promoting productivity in the workplace. Both parties agree that the mutual interest lies in friendly co-operation to promote the welfare of both the Company and its employees.

ARTICLE 2 - SCOPE

The Company recognizes The Union as the sole and exclusive bargaining agent for all employees of The Company, Maple Leaf Foods Inc. in Port Perry, Ontario, save and except supervisors, persons above the rank of supervisor, office staff, clerical staff (including maintenance stock controller and maintenance planner), sales staff and quality assurance assistants.

ARTICLE 3 - RECOGNITION

The Company will negotiate at all times necessary in the manner provided herein, with the selected representatives of the Union, for the purpose of determining any disputes which may exist, or which may arise.

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the plant and the direction of the work force are the exclusive responsibility of the Company. The Company retains, but is not limited to, the right to determine the products to be handled, produced or manufactured, the methods and schedules of production, the number of personnel to be employed, processes and means of production or handling, the right to hire, retire, demote, classify, discipline, suspend, discharge, lay-off, assign duties, to make studies of and to institute changes to jobs and job assignments, promote and transfer employees and the right to make appropriate rules and regulations as required. The Plant Chairperson will be informed, whenever possible, five (5) working days prior to the posting of any new or revised rules or regulations. The Company agrees, however, to exercise those rights within this agreement.

ARTICLE 5 - DISCRIMINATION

The Company and the Union agree that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced due to the exercise of the employees' lawful rights, or with respect to the terms or conditions of employment by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or activity.

Use of the masculine gender in this agreement shall be considered also to include the feminine.

ARTICLE 6 WORKPLACE HARASSMENT

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practiced by either of them, or by any of their representatives with respect to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the Legislation of the Province of Ontario.

The Company and the Union are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds.

All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility.

The Company commits to providing education to new employees about issues with respect to Human Rights in the Workplace.

FILING A COMPLAINT

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, locations, witnesses and details.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your supervisor and or/Committee person.

A formal investigation of the complaint will then begin.

ARTICLE 7 - UNION SECURITY

All new employees will be required to become a member of the Union upon commencing employment. During the life of this Agreement, the Employer will deduct from the earnings of each employee covered by this Agreement, Union initiation fees and dues prescribed by the constitution and by-laws of the Union. Union dues will be deducted on a bi-weekly basis. For each calendar month, the Employer shall remit by cheque or a mutually acceptable method to the Financial Secretary of the Union, the total of the deductions made, which shall be remitted by the twentieth (20th) day of the following month. This shall be accompanied by a list of all employees in the bargaining unit identifying what, if any, dues have been deducted. The list will also contain those employees who have had no dues deducted and, by reference to the criteria below, the reasons no deductions have been made.

The Financial Secretary of the Union will advise the Employer in writing of the amount of its initiation fees and dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer. Any altered deduction amount will be applicable thirty (30) calendar days after the date of notice of change.

The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article, when initiation fees and dues are deducted from employees and have been remitted to the Union.

The Employer will indicate on employees' T4 slips a statement of the annual Union dues which have been deducted.

NEW EMPLOYEE ORIENTATION

New employees will be introduced to a Union Representative for the purpose of familiarizing themselves with the general conditions and responsibilities with respect to the Collective Agreement and to the Union. This meeting will take place at times mutually agreed upon by the Company and the Union some time during the first thirty (30) days of employment.

ARTICLE 8 - DATA TO BE SUPPLIED TO UNION

The Company will supply the Union committee with the following information (where such information is available) at the end of every month and send a copy to the local Union office.

1. Employees who are in the Bargaining unit regardless of whether or not they paid dues in the month, and reasons they did not
2. Employee's number, hourly rate and classification
3. Employees transferred into or out of the Bargaining Unit
4. Layoffs and recalls
5. Employees who have lost seniority
6. Names, addresses, postal codes, e-mail addresses, and phone numbers of all active employees in Bargaining Unit
7. A list of supervisors

ARTICLE 9 - SENIORITY

The fundamental rules respecting seniority are designed to give employees an equitable measure of security on a plant wide basis within their respective employment status, i.e. full-time or part-time. Seniority will be established and maintained for all employees in the bargaining unit. An employee's date of hire will be recognized as their seniority date. Effective the date of ratification of this agreement, in the event more than one employee is hired on the same day, a lottery will be conducted by the Union Chairperson to determine each employee's seniority.

A seniority list will be maintained by the Company for each employment category, full-time and part-time, on a plant wide basis and such list will be posted in an accessible area and updated every 3 months. A copy will be provided to the Plant Chairperson of the Committee.

Such seniority list will be used for any articles of the Collective Agreement affected by seniority.

FULL TIME EMPLOYEES are employees hired as such by the Company, or those who have achieved fulltime status as out-lined under "PART TIME EMPLOYEES" below.

Employees hired directly by the Company as full time will be regarded as probationary employees for the first sixty (60) working days of their employment, including part days worked. Such employees will have their date of hire established as their seniority date.

Employees promoted from part-time to full-time will have their date of transfer to full-time established as their full-time seniority date for the purposes of vacation pay accrual, vacation entitlement, eligibility for group insurance and eligibility to join the Company Pension Plan. Their seniority date as noted below will be maintained for all other purposes regarding seniority.

PART TIME EMPLOYEES will be required by the Company to supplement staff requirements for volume fluctuations, vacations and for other business opportunities. Part-time employees will not be employed for the purpose of reducing overtime unless that work is required on a regular basis.

Employees hired directly by the Company as part-time will be regarded as probationary employees for the first sixty (60) working days of their employment, including part days worked. Such employees will have their date of hire established as their seniority date. If a part-time employee achieves full-time status, a full-time seniority date will be established for purposes noted above under FULL TIME EMPLOYEES.

Part-time employees are not eligible for the following provisions:
Articles 50 and 51: Vacation & Statutory Holidays - the provisions of the Employment Standards Act will apply

Article 52: Health Benefits

Article 54: Pension Plan - the provisions of the Ontario Pension Act will apply.

Any part-time employee who has accumulated 1200 hours in a consecutive twelve (12) month period will gain full-time status. Full-time status will be in effect on the first day worked following the completion of 1200 hours. There will be no waiting period for applicable benefits.

ARTICLE 10 - LOSS OF SENIORITY

Seniority rights shall cease and employment will be terminated for any of the following reasons:

1. If an employee voluntarily quits the employ of the Company.
2. If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure.
3. If an employee overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days the employee shall be subject to discipline up to and including discharge, unless a valid reason is given.
4. If an employee fails to report for work in accordance with a notice of recall, or within seven (7) working days after registered mailing date of such notice, whichever is later, unless a valid reason is given.

If laid off, an employee will be retained on the seniority list for a period of twenty-four (24) months.

ARTICLE 11 - LAYOFFS AND RECALLS

In the event of a lay-off of five (5) consecutive days or longer, five (5) days of notice of lay-off will be given to employees and the Union, or in the case of an emergency, as much notice as possible.

When it becomes necessary to decrease the workforce and in the event of a lay-off of five (5) consecutive days or longer, the Company will identify the affected employee(s). The following procedure will apply, subject to the requirement to continue efficient operations. The affected employee(s) will be displaced in reverse order of seniority, subject to the qualification that the employee(s) who bumps, follows the steps outlined below.

In the event of a lay-off temporary employees shall be laid-off first. This step shall be followed by the lay-off of part-time probationary employees and full-time probationary employees. If additional lay-offs are required, part-time employees will be laid-off prior to any full-time employees being laid-off, provided the full-time employee has the skill and ability to perform the part-time work with familiarization but without training.

Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off provided they are qualified to do the work available.

If a permanent employee has not been recalled within one hundred and eighty (180) calendar days from the date of lay-off, he may elect to relinquish his recall rights, in which case he will be entitled to severance pay to the maximum payable under the Employment Standards Act. Severance pay will not be paid to an employee who resigned, retired, failed to return to work when recalled or whose employment was properly terminated.

BUMPING GUIDELINES

BUMPING GUIDELINES – FULL WEEK

1. When an employee has been advised of a reduction in their schedule which will result in them having less than a full week's work, the following options will apply:
 - i) Employee may continue to work scheduled hours, including hours scheduled through maximization and the use of the competency matrix.
 - ii) Employees may exercise daily bumping rights to fill in for the remaining days of the week by bumping the most junior employee in the bargaining unit.
 - iii) Employees may exercise their right to a bump job with a full week's schedule to maximize hours and maintain a full and consistent shift by bumping the most junior employee in the facility who has a full week schedule.

In order to exercise the rights as outlined above, employees must complete the Bumping Notification Form and return it to the Human Resources Office by 10:00 a.m. on the Friday prior to the commencement of the work week in which the bumping rights are applicable.

2. An employee working in a full week bump job must be capable of performing the job with familiarization of up to three days, if necessary.
3. Employees exercising the option to a bump job as per 1(iii) above will remain in the bump job for a minimum of 4 weeks.

Employees will only be able to return to their home department within the first 4 weeks under the following conditions:

- i) when a full schedule is available in their home department, returning to the bump job when full hours are no longer available
- ii) when the bump job has less than a full schedule and will remain in their home department until the bump job has a full schedule

Employees wishing to return to their home department will be required to notify the Human Resources Office in writing on the Request to Return Form by 10:00 a.m. on the Friday prior to the commencement of the work week in which the bumping rights are applicable. When eligible, the employee will be returned to their home department commencing the next week's schedule.

4. While working in a "bump" job, seniority for overtime will be applicable in the new department and the new department only, within the normally scheduled work week of Sunday to Saturday.
5. The right to bump must be exercised by the completion of the Bumping Notification Form. The Bumping Notification Form must be received by the Human Resources Office by 10:00 a.m. on the Friday prior to the commencement of the work week in which the bumping rights are applicable and will be in effect for the next week's schedule. The Bumping Notification Form will be in effect for a 4 week period.
6. In the event several employees are bumping at the same time, the most senior employee bumps the most junior employee working a full week until all senior employees interested in bumping are accommodated.
7. Any employee bumped out of a full week can subsequently choose to exercise his bumping rights to bump out a junior employee working less than a full week.
8. Any employee who has been notified of a reduced work schedule can be scheduled into a job by the Company as necessary up to the last day worked prior to the schedule change for hours that may become available for the following week. If such is the case, daily bumping rights would be applicable to complete the work week.

9. In the event an employee in a bump job is required to fill a staffing need which cannot otherwise be filled through the use of calling in a laid off employee or using a temporary employee, the most junior employee would be obliged to fill this staffing need. The Company would ensure the employee receives the same number of hours he would have otherwise been entitled to in his bump job, at the higher rate of pay.

DAILY BUMPING RIGHTS

1. In the event of a lay-off of one or more (but less than five) full days, including reduced daily hours, an employee may exercise his daily bumping rights to maximize his weekly/daily hours.
2. An employee wishing to exercise his daily bumping rights must complete a Bumping Notification Form and submit it to the Human Resources Office by 10:00 a.m. on the Friday prior to the commencement of the work week in which the bumping rights are effective. A new form must be completed each week.
3. The most junior employee in the bargaining unit working a full day will be bumped. The bumping employee must be fully qualified to perform the work available with no training and with no familiarization. If the hours of the "bump" job are not compatible with the shifts already scheduled within the home job, the employee may not be able to work.
4. If the employee is not fully qualified to perform the work available, he will not be scheduled. One cannot "bump" up through the jobs until a job is found for which the employee is qualified.
5. Any employee bumped out of a full day can choose to exercise his daily bumping rights to bump out a junior employee working less than a full day. The bumping employee must be fully qualified to perform the work available with no training and with no familiarization.
6. In the event that an employee has been displaced from their home classification through the daily bumping language, and where work becomes available in their home department and classification during the displacement period, the employee will exercise their seniority and will be moved back to the available work as follows:
 - If the available work is on the same shift and same start time as where the displaced employee is currently working, they will be scheduled in for the available work.
 - If the available work is on the same shift but with a different start time than where the displaced employee is currently working, they will only be scheduled for the available work in the event that the company becomes aware of the vacancy by noon of the previous day.

ARTICLE 12 - WAGE ADMINISTRATION AND PROTECTION

An employee who is temporarily re-assigned by the Company to a higher rated job shall have his wages adjusted on the date of such assignment, provided the re-assignment is for 30 minutes or more for all hours worked in that assignment.

An employee who is temporarily re-assigned by the Company to a lower paying job shall maintain his rate in effect at the time and for the duration of such move.

An employee who returns to alternate suitable work following an absence due to a work related illness or injury, shall have their pre-injury rate of pay protected.

When an employee is removed from the job for disciplinary reasons they shall be exempt from rate protection.

ARTICLE 13 - HOURS OF WORK

The regular work week for all employees will be defined as Monday through Saturday, and will consist of thirty-seven and one-half (37.5) up to forty (40) regular hours per week, (exclusive of a one half hour unpaid meal) based on a four (4) or five (5) day week, based on the needs of the business, at the discretion of the Company.

The Company will endeavour to schedule employees to allow for two (2) consecutive days off in a calendar week, unless the needs of the business are such that this is not possible. Shift rotation will be on a two-week basis. The foregoing shall not be construed as a guarantee of a minimum number of hours.

ARTICLE 14 - TEMPORARY EMPLOYEES

1. Temporary employees refer to an employee required to allow the Company to meet short term staffing needs not filled through Temporary Postings.
2. The requirement to utilize temporary employees and the reasons for it will be reviewed with the Union Committee prior to those employees entering the workplace.
3. A temporary employee used longer than sixty (60) working days will be deemed to be an employee within the bargaining unit in either the full-time or part-time classification as determined by the Company, with a hire date effective the first working day immediately following their 60th day worked. Such an employee will not be required to serve a probationary period.
4. Temporary employees shall be entitled to perform bargaining unit work subject to the following conditions:
 - a) No temporary employee shall be scheduled if any of the employees in the bargaining unit are laid off.
 - b) Temporary employees will only be scheduled once all bargaining unit employees have maximized their hours to achieve the longest weekly schedule possible, exclusive of overtime.
 - c) Temporary employees shall not be scheduled to perform overtime work ahead of members of the bargaining unit within the job classification who sign for overtime work in accordance with Article 37.
5. Before a temporary employee is hired by the Company in any job classification, the job must first be posted within the bargaining unit.
6. Temporary employees do not form part of the bargaining unit, unless they become employees, pursuant to paragraph 3 above. However, for each temporary employee who works forty (40) hours in a month or more, the Company shall pay to the Union a premium of \$20.00.
7. The Union shall be informed by the Company of all persons employed as temporary staff and their starting date.

ARTICLE 15 - ASSIGNMENT OF SHIFTS BY SENIORITY

Work will be assigned by seniority by job classification by department within the employee's weekly schedule rotation to best ensure that the most senior employees are scheduled for the longest weekly shifts.

If less than a full week is available within the employee's weekly schedule rotation, the schedule will be altered to ensure that the most senior employees are scheduled for the longest weekly shifts within their job classification and department. Employees not scheduled for a full week can maximize their hours under the provisions of Article 11 – Layoffs and Recalls.

Once the work week has commenced and if production changes, the schedule of senior employees will be altered if possible to give the senior employees the longest weekly shifts within their classification and department.

Employees may submit a written request to change shifts within their job classification. A written Request for Time Off/Schedule Change form must be submitted to the Company in a timely manner and signed by both employees involved in the change of shifts and be mutually agreed upon by all parties.

The Company will consider the request and issue authorization accordingly. The Company shall not unreasonably withhold authorization, provided there will be no increased cost to the Company, and there shall be no grievances filed as a result of an authorized shift change.

ARTICLE 16 - MEAL BREAKS & REST PERIODS

All employees working shifts of seven and one half (7.5) hours or more, are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall be no less than one-half (1/2) hour.

The Company will schedule two (2) paid rest periods of fifteen (15) minutes, one in each half shift, and a fifteen (15) minute rest period prior to the commencement of any overtime of two (2) hours or more.

Two (2) twenty (20) minute paid rest periods per day will be provided for shifts of nine and one half (9.5) hours or longer.

Breaks may be combined or otherwise changed by mutual agreement between the Union and the Employer.

To ensure and maintain the safety of our employees and the wholesomeness of our products employees may only leave the facility with prior authorization from a supervisor, and must follow all procedures related to the Personal Hygiene and Food Handling standard.

ARTICLE 17 - WORK SCHEDULES

A work schedule shall be posted in an accessible place for the information of all scheduled employees by 12:00 p.m. on Thursday of the previous week. The Company will, however, make their best effort to have this schedule posted by 3:00 pm on Wednesday. In the event the schedule is not posted, management will be available to inform employees of that work schedule. The work schedule shall contain the following information for each scheduled employee.

- (i) employee's name
- (ii) classification
- (iii) days off
- (iv) starting and finishing times

It is the Company's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes on a daily basis at the end of their daily shift.

All shifts for full-time employees will be scheduled for a minimum of eight (8) hours, with the exception of Break Relief or as otherwise agreed upon by the parties.

All shifts for part time employees will be scheduled for a minimum of four (4) hours.

The Company will provide the Plant Chairperson with a copy of the original work schedule.

ARTICLE 18 - CHANGES IN WORK SCHEDULE

In situations other than emergencies, scheduled employees are entitled to a minimum of four (24) hours notice of any change in their respective work schedule.

In emergency situations which are beyond the control of the Company, the Company will give as much notice as possible when changing work schedules.

Employees who become aware that they are not going to be able to report for work as scheduled, (except in the case of an emergency or unknown circumstance), are obligated to provide the Company with notice at the earliest possible time. To allow the Company time to cover a pending absence, employees are expected to report a pending absence by 8:00 p.m. for a shift the following morning or a minimum of 4 hours prior to the start of an afternoon shift or by 4:00 p.m. for a midnight shift. In the case of an emergency, an employee may have someone else notify the Company on their behalf.

Employees whose schedules are changed without advance notice specified cannot be disciplined if they advise they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

If an employee's schedule is changed and he is moved to the opposite shift, the employee shall have the right to refuse such work as assigned.

Work schedules shall be set by the Company and shall be adhered to unless the employee is absent for a valid reason.

In the event the Company changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Company will be responsible for notifying the employee of the change. If the Company fails to notify the employee of the schedule change, they will be provided with the four hour minimum equivalent, as indicated below. It is the employee's responsibility to provide the Company with updated contact information.

Employees reporting for work as scheduled unless notified otherwise by the Company, shall be provided, at the discretion of the Company, with either a minimum equivalent of four (4) hours regular work or when work is not available shall be paid a minimum equivalent of four (4) hours regular pay in lieu thereof. The provisions of this paragraph shall not apply in the event of strikes which prevent the Company from providing work.

ARTICLE 19 - JOB POSTING

(a) Notification

When a permanent vacancy occurs that falls within the scope of this agreement, the vacancy will be posted on the bulletin board for five (5) working days. Employees interested in the position are to indicate that interest to management in writing.

(b) Terms of Job Posting

- (i) If an employee applies and is awarded a job vacancy in a classification which has a higher rate of pay, he will only qualify for the higher rate of pay upon completion of fifteen (15) working days on the new job. If an employee applies and is awarded a job vacancy in a classification which has a lower rate of pay, his rate change will become effective immediately.
- (ii) When an employee makes a job transfer within the plant, the training period shall be fifteen (15) working days. The Company and the Plant Chairperson may mutually agree to extend the training period for an additional fifteen (15) days. If the employee does not meet the requirements of the job for which he is being trained, he will be transferred back to his

original classification. If it is the decision of the employee not to continue with the new posting, within 15 working days of the transfer, he shall have the right to return to his former position.

- (iii) The senior employee who is capable of performing the duties of the job, will be awarded the position. If no acceptable applications are received, the Company reserves the right to hire. For the position of Key Operator, the position will be awarded to the senior applicant who is currently a Backup Key Operator or who previously held the position of Key Operator and/or Backup Key Operator within the previous two (2) years from the closing date of the posting. The fifteen (15) day waiting period in Article 19 (b) (i) will not apply.
- (iv) Any employee who has successfully bid under this article shall not be considered for another posted job for six (6) months from the date he commenced work in the new job, unless it is to a higher paying job or number (v) below has been applied. This six (6) month limitation does not apply to an employee who bids on a permanent job that he is currently doing under the provisions of a temporary transfer, temporary posting, or part time posting.
- (v) Where no suitable applications are received from within the plant, the Company shall be able to fill the position by hiring from outside. However, where a seniority employee has applied who would be eligible for the posting but for the provision of (iv) above, that person will be given preference before hiring from outside.
- (vi) An employee who is absent on an excused leave (i.e. vacation, leave of absence, sick leave, laid-off employees, etc.) from the Company must notify management of his wish to be considered for job vacancies that may become open during such absence. An employee on such an absence must be able to return to work within a four (4) week period. If the employee cannot return to work within the four week period of the job posting, the Company will proceed to the next employee on the job posting list.
- (vii) All job postings must contain the following information:
 - 1. Job classification
 - 2. Rate of Pay
 - 3. Hours of Work
 - 4. Applicable Shift
 - 5. Job Responsibilities

The start date of the new job will be determined in consultation with the successful applicant, and will not be unreasonably delayed by the Company.

The successful applicant will be posted within 5 working days of the posting coming down.

All applications for these jobs will be filled out on a specialized form supplied by the Company with duplicate copies to the Human Resources Department, employee and the Union.

ARTICLE 20 - INCAPACITATED EMPLOYEES

An employee who has incurred a permanent or temporary disability may, by agreement between the Company and the Union, be assigned to an open position within his capacity at the prevailing rate of pay for such work. This placement shall be subject to review by a medical professional (as chosen by the Company) at least once every six (6) months.

When the Company requests medical documentation to support an employee's absence, such cost shall be borne by the Company.

The Company and the Union are committed to the successful application of the Company's early and safe return to work program as issued July 11, 2003.

ARTICLE 21 - GRIEVANCE PROCEDURE

The Company commits itself to resolving all differences in a fair and equitable manner. Nevertheless, there will be occasions when an employee feels that he has not been fairly treated. When this occurs, employees are expected to come forward in a timely manner to have an initial discussion with the Company (or Company representative), including particulars, so that all differences can be resolved directly.

Any employee or group of employees having any complaint with respect to any matter arising out of this document or concerning the application, non-application or interpretation of the terms and conditions of this document has the right to file a grievance in the following manner.

Step 1 Employees who are not satisfied with the outcome of the initial discussion shall take up the matter with their immediate supervisor, or Company representative involved, and a grievance shall be filed at Step 1. The supervisor or Company representative involved will return his decision in writing within seven (7) working days. The employee or employees will be informed of their right to have Union representation.

Step 2 Within five (5) full working days after the decision is given at the first step and the matter is not settled between the employee and the supervisor or Company representative involved, the employee and Union representative shall file the grievance in writing to Human Resources or their designate. A meeting will be held between the Union and the Company and the employee's Union representative within seven (7) full working days to resolve the grievance. The employee will attend if the employee wishes to be present. The Company will return his decision in writing within seven (7) working days.

Step 3 Within five (5) full working days after the decision is given at Step 2 and the grievance is not settled, the grievance shall be filed at Step 3 in writing to the Plant Manager. A meeting will be held between the Union and the Company within seven (7) full working days to resolve the grievance. The Union grievance committee and the National Representative and Local President (if so desired), will participate in this meeting together with the Plant Manager, and the employee, if the employee wishes to be present. A decision will be rendered in writing within seven (7) full working days by the Company.

Grievances shall be submitted on the appropriate form, and will contain the alleged violation(s) of the Collective Agreement, as well as the redress sought by the grievor. A grievance shall not be considered by the Company or the Union, unless the grievance procedure is initiated within ten (10) full working days of the event on which the grievance is based.

ARTICLE 22 - ARBITRATION

- (a) Failing settlement under Article 21 (Grievance Procedure) of any grievance arising from the application, non-application, interpretation or alleged violation of this agreement, including any question of whether the matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within (10) working days after the decision under Step 3, the grievance shall be deemed to have been abandoned.
- (b) The parties agree that where mutually agreed, any grievance that has been properly carried through all steps of the grievance procedure and has not been resolved may be referred to private mediation prior to arbitration. The parties will share the cost of any mediator agreed upon.
- (c) The Union and the Company shall have the right to refer any arbitrable matter to a single arbitrator. The selection of the single arbitrator shall be the subject of mutual agreement of the parties following the process listed in (d) below.
- (d) The grieving party will submit the names of the three (3) arbitrators in writing to the other party. The recipient of the notice will, within five (5) working days, inform the other party of their choice from the list or submit alternative names for consideration. Then, the parties have five (5)

- working days in which to mutually agree on the choice of the arbitrator, failing which, a request will be made to the Minister of Labour of Ontario for the appointment of a sole arbitrator.
- (e) The decision of the arbitrator shall be binding on both the Company and the Union.
 - (f) The arbitrator shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement, nor to deal with any matter not covered by this agreement or any matter which does not involve the interpretation, application, administration, or alleged violation of this agreement.
 - (g) No person may be appointed an arbitrator who has been party to an attempt to negotiate or settle the grievance.
 - (h) Each of the parties to this agreement will jointly bear the cost of the arbitrator.
 - (i) The parties acknowledge that the time limits set out in both the grievance procedure and arbitration procedures must be strictly complied with, except by written agreement to extend them, and failure to do so shall result in the grievance being deemed to have been abandoned notwithstanding the provisions of section 48 (16) of the Labour Relations Act.

ARTICLE 23 - LEAVES OF ABSENCE

- (i) **Leave of Absence** - The Company may grant reasonable leaves of absence, at its discretion, to an employee for personal reasons, having due regard to the efficient operation of the Company, provided such request is made in writing and the reasons for requesting the leave of absence are stated.

Group insurance benefits, pension accrual, weekly indemnity and long-term disability coverage for employees on a leave of absence of more than 30 calendar days, granted under this provision, will cease as of the last day worked. Seniority rights will continue to accrue during the employee's absence.

- (ii) **National Unifor position** - Any employee of the Company elected or appointed to a full-time position in the National Union, Unifor, will be granted a leave of absence by the Company. Such leave will remain in effect until notice to cancel such leave is given to the Union.

Group insurance benefits, pension accrual, weekly indemnity coverage, and long term disability coverage will cease as of the last day worked. Seniority rights will continue to accrue during the employee's absence.

- (iii) **Local Unifor position** - any employee of the Company elected or appointed to a full-time position in the Local Union, Unifor, will be granted a leave of absence by the Company. Such leave will remain in effect until notice to cancel such leave is given by the Union. Any time paid by the Company to the employee will be billed to the Union monthly for reimbursement.

All benefits will continue to be in effect for any employee elected or appointed to a full-time position in the Local Union.

- (iv) **Committee Members** - The Company will grant a leave of absence with pay, with prior authorization, to members of the Union committee to attend to business outside the workplace and will bill the Union monthly for reimbursement.
- (v) **Union Chairperson** - The Plant Chairperson of the Union committee shall be granted a leave of absence of one (1) day per month if necessary and with prior authorization from the Company to attend to any business arising from this agreement. Any time paid by the Company to the employee will be billed to the Union monthly for reimbursement.
- (vi) **Incarceration** - An employee convicted of any offense will be considered as on leave of absence for the period of his detention for up to a period of ninety (90) days.

Group insurance benefits, pension accrual, weekly indemnity and long term disability coverage for employees on a leave of absence of more than 30 calendar days, granted under this provision, will cease as of the last day worked. Seniority rights will continue to accrue during the employee's absence.

PUBLIC OFFICE LEAVE OF ABSENCE

An employee with seniority elected or appointed to an essentially full-time federal, provincial, or local public office, may make written application for a leave of absence for the period of his first term of active service in such public office. If such leave is granted, additional leaves of absence for service in such office may be granted at the option of the Company upon written application by the employee.

Any employee granted such leave of absence shall be entitled to reinstatement at the current rate of pay, to such work as he may be entitled on the basis of the seniority provisions of this agreement.

The employee's request for a leave of absence may also include the necessary time to campaign for such office.

EMERGENCY LEAVE

Employees have the right to take up to 10 days of unpaid time off work every calendar year because of illness, injury, certain emergencies or other urgent matters. This is known as emergency leave.

Eligibility

An employee can take an unpaid emergency leave of absence for the following reasons:

- personal illness, injury or medical emergency;
- death, illness, injury, medical emergency or other urgent matter relating to:
 - o a spouse or same-sex partner,
 - o a parent, step-parent, foster parent, child, stepchild, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee, the employee's spouse or the employee's same-sex partner;
 - o the spouse or same-sex partner of an employee's child;
 - o a brother or sister of the employee; and
 - o a relative of the employee who is dependent on the employee for care or assistance.

Length of a Leave

An emergency leave of absence can last up to 10 days a calendar year. These days don't have to be taken consecutively.

Taking a Part-Day Leave

If an employee takes only part of a day as emergency leave, the employer can count it as a full day of leave.

Notice About Taking an Emergency Leave

An employee must inform the employer that he or she will be taking an emergency leave of absence.

When There's No Time to Give Notice

If an employee has to begin an emergency leave before notifying the employer, the employee must inform the employer as soon as possible.

Proof of Entitlement to an Emergency Leave

An employer is allowed to ask an employee to provide proof that he or she is eligible for an emergency leave of absence. The employee is required to provide proof that is reasonable in the circumstances.

ARTICLE 24 - MATERNITY, ADOPTION AND PARENTAL LEAVE

The Company agrees to the principle of granting pregnancy and parental leaves of absence to employees for the birth or adoption of a child in accordance with the requirements of the Employment Standards Act.

It is agreed and understood that if the pregnancy and parental leaves provided for under the Employment Standards Act are changed by legislative amendment, they shall be incorporated into this provision.

The Company further agrees that during any leaves provided for under this provision, the employees will be covered for benefits in accordance with the requirements under the Employment Standards Act.

Employees returning from pregnancy or parental leave will be returned to their former job. If their former job does not exist, every effort will be made to place them on a comparable job.

ARTICLE 25 - PAID EDUCATION LEAVE

The Company agrees to pay into a special fund three cents (\$0.03) per hour per employee for all regular hours worked for the purpose of providing education leave. Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, **Unifor**, and sent by the Company to the following address: **Unifor** Paid Education Leave Program, **Unifor** National Office, 205 Placer Court, Toronto, ON M2H 3H9.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Such leave of absence may be intermittent over a twelve (12) month period from the first day of leave. The above leaves are subject to the Company's ability to continue efficient operations. Employees on leave under this provision will continue to accrue seniority and benefits.

ARTICLE 26 - SHIFT PREMIUM

(a) Afternoon Shift

A shift premium of \$0.50 per hour shall be paid for all hours worked by employees on any afternoon shift.

Effective June 1, 2017 – afternoon shift premium will increase to \$0.52 per hour.

Effective June 1, 2018 – afternoon shift premium will increase to \$0.55 per hour.

(b) Night Shift

A shift premium of \$0.80 per hour shall be paid for all hours worked by employees on any night shift.

Effective June 1, 2017 – night shift premium will increase to \$0.82 per hour.

Effective June 1, 2018 – night shift premium will increase to \$0.85 per hour.

Shift premium shall be paid for actual hours worked and no overtime shall be calculated thereon. This article shall not be interpreted so as to pyramid the shift premium in addition to overtime rates paid to employees working overtime in conjunction with their regularly scheduled shift.

ARTICLE 27 - EMERGENCY CALL IN PAY

Any employee who is requested to return to work shall be paid at the appropriate overtime rate with a minimum equivalent of four (4) hours regular pay providing no further emergency work is needed. Should the work the employee is called in to do be completed before the employee has earned the equivalent of four (4) regular hours pay, the Company may, at its' discretion assign such employee to other emergency work, until the equivalent of four (4) hours regular pay has been earned.

Any member of the Skilled Trades group who is contacted at home in the event of an emergency regarding equipment or production, will be paid one hour of overtime.

ARTICLE 28 - INJURY ON THE JOB

An employee injured on the job shall be paid for the balance of the shift on which the injury occurred if, as a result of such injury, the employee is sent home or to an outside hospital.

If an employee is unable to return to regular work the day after the injury, the employee must immediately contact the Health & Safety Coordinator, the Human Resources Office or their supervisor to discuss the possibility of returning to modified duties and/or hours.

ARTICLE 29 - JURY DUTY

Employees who are:

(a) summoned to appear or required to serve Jury Duty, or

(b) subpoenaed to testify as a witness, in a civil or criminal court

shall be paid for their regular hours at their regular rate. The employee shall furnish a notice of jury selection or a copy of the subpoena as soon as possible. It is agreed that this provision does not apply to arbitration proceedings.

The Company will reimburse the employee for any difference between the jury duty or subpoenaed witness pay and the regular day's pay.

In order to qualify under this section, an employee must be a full-time or part-time employee and must have completed the probationary period. Employees shall not be paid for Saturdays and Sundays under this section, unless they were otherwise scheduled to work on those days.

Jury duty or subpoenaed witness pay is paid at their hourly base rate for regular hours lost.

ARTICLE 30 - BEREAVEMENT PAY

The Company shall pay the employee's regular hourly rate for all regular time lost up to four (4) consecutive days pay, in the event of the death of the employee's spouse, son, daughter, mother, father, brother, sister, stepson, stepdaughter, stepmother or stepfather.

The Company shall pay the employee's regular hourly rate for all regular time lost up to three (3) consecutive days pay, in the event of the death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, stepsister, stepbrother, grandchild, daughter-in-law or son-in-law.

The Company shall pay the employee's regular hourly rate for all regular time lost up to two (2) consecutive days pay, in the event of the death of the employee's grandmother or grandfather.

The Company shall pay the employee's regular hourly rate for all regular time lost up to one (1) days pay, in the event of the death of the grandparent of the employee's current spouse.

If there are extenuating circumstances that don't allow the employee to complete the bereavement period on consecutive days, alternate arrangements can be made by mutual agreement with the Company.

In order to qualify under this section, an employee must be a full-time or part-time employee and must have completed the probationary period. Employees shall not be paid for Saturdays and Sundays under this section, unless they were otherwise scheduled (exclusive of overtime scheduling) to work on those days.

When an employee is absent and loses pay to attend a memorial service for any of the aforementioned relatives, they shall be reimbursed at their regular rate for regular hours lost up to one regular day. Such day is counted as one of the entitled bereavement days.

Employees who experience bereavement during a booked vacation will be allowed to defer that part of their vacation affected by bereavement. Deferred vacation day(s) will be taken at a time mutually agreed upon by the employee and their supervisor.

ARTICLE 31 - TUITION FEES AND BOOK REFUND

It is the policy of this Company to encourage employees to improve their qualifications for their present and future jobs within the Company. We encourage the self-development of all employees. Eligibility of course reimbursement will be determined based on the course content and its direct or indirect relationship to the employee's duties or responsibilities. Reimbursement of the course fee and 50% of the text cost will be determined by your supervisor, and Human Resources. Successful completion of the course is a pre-requisite for reimbursement. Employees must seek prior approval from management before registering in any course.

ARTICLE 32 - WASHROOM FACILITIES

Cleanliness, good housekeeping and sanitation are a pre-requisite to the production of quality products. Privacy in washrooms, as defined by the Health and Safety Act, will be provided by the Company. Employees are expected to do their part in maintaining cleanliness in dressing rooms and washrooms at all times.

ARTICLE 33 - BULLETIN BOARDS

The Union will have the use of one (1) enclosed and locked bulletin board and one (1) open bulletin board in the cafeteria for the posting of Union notices. Such bulletin boards are to be supplied by the Company. All notices shall be submitted to the Human Resources Manager for Approval.

ARTICLE 34 - PAY DAY

Pay day shall be on a bi-weekly basis on Thursday in the morning.

ARTICLE 35 - STRIKES AND LOCKOUTS

The Company and the Union agree to abide by the Ontario Labour Relations Act with respect to strikes and lockouts.

ARTICLE 36 - PARTIAL OR TOTAL PLANT CLOSURE

In the event of a total plant closure, the company will make the union aware of the closure as quickly as reasonably possible after a decision has been made. It will be the objective of the company to notify the union at least 60 days prior to a closure.

Should it be necessary to terminate any employee as a result of a partial or total plant closure, each employee terminated shall be provided with the following allowance:

In the case of a total closure, the company and the union will meet with a view to negotiating a notice or severance entitlement for employees which, on the whole, is greater than the total amount owing under the ESA.

ARTICLE 37 – OVERTIME

- (i) Overtime will be offered to employees by departmental seniority provided the employee is qualified to perform the work available. Overtime work will be assigned by seniority by job classification by department within the employee's weekly schedule rotation to best ensure that the most senior employees are scheduled for the longest available overtime shift. If there is no overtime work available for an employee on his own shift, he can take his seniority to the opposite shift for the assignment of overtime work.
- (ii) A sign-up sheet for overtime will be posted weekly and/or daily as required. Employees interested in overtime will indicate their interest on the overtime sheet by the date and time noted on each individual sign-up sheet. The overtime will be awarded to the most senior employee within the department as provided in (i) above. If no employee in the department signs up for voluntary overtime and the overtime is required, the Company will offer the overtime in accordance with (i) above.

Employees not wishing to be considered for voluntary overtime opportunities may sign a waiver form supplied by the Company indicating their acknowledgment not to be canvassed.

Employees signing waivers of voluntary overtime opportunities will be exempt from being canvassed for a minimum of 30 days from the date of submitting the waiver, and will only be considered for being canvassed after the 30 day period by acknowledging their intentions in writing to the Company.

To clarify, employees signing a waiver form will only be exempt from voluntary overtime opportunities and will continue to be subject to (ix) below.

- (iii) Notice of daily overtime opportunities for an extended shift must be given at least two (2) hours before the shift ends.
- (iv) When the Company must complete daily production requirements, employees working 7.5 hours per day will be required to stay for an additional ½ hour of overtime up to the 8 hour daily maximum.
- (v) If a qualified employee is missed when it is his opportunity to work overtime, he shall be given the opportunity to work overtime in his classification on work for which he is qualified, within a ten (10) day period, or if overtime is unavailable, the employee will be paid the missed overtime pay. Such overtime will not displace another employee.
- (vi) Any employee who changes classifications will exercise their seniority within the new classification he enters.
- (vii) Any employee working outside of his classification on a temporary transfer or temporary posting, for a period of one week or longer will exercise his seniority rights in the new classification.

(viii) If there are no available employees within the department who normally perform the work, the overtime will be offered to other employees by plant-wide seniority, provided they are qualified.

(ix) When the Company must schedule production, to meet its customers' demands, such overtime will be mandatory. Where possible, no less than forty-eight (48) hours advance notice will be given to employees required to work such overtime. When mandatory overtime occurs, it will be scheduled on a rotational basis in reverse order of seniority, by shift first, within the department, provided the employee is qualified to perform the work available. No employee will be mandated to work more than eight (8) hours in one week, which would include voluntary overtime hours.

ARTICLE 38 - OVERTIME PAY

All work performed outside the regularly scheduled work week provided the employee is scheduled for a full week will be paid at the rate of time and one-half, except as otherwise provided for in this article.

All work performed on Sunday will be paid at the rate of double time.

All work performed on a paid holiday will be at the rate of double time, and holiday pay if qualified.

For employees hired after the date of ratification, all work performed on a paid holidays will be at the rate of time and one half, and holiday pay if qualified.

If an employee voluntarily agrees to change the start time or end time of a shift, the employee will be paid straight time for all hours worked in that day until they reach their regular daily number of hours (e.g. 7.5, 8, 9.5 or 10). Hours worked beyond this shall be paid at time and one half.

Any hours worked outside of schedule hours (subject to Article 17/18), where the employee(s) did not volunteer to change the start or end times, shall be paid at the rate of time and one half for all hours worked outside of their scheduled work hours.

ARTICLE 39 - UNION REPRESENTATION

The number of Union representatives the Company shall recognize will be negotiated and include representation of all shifts where employees work. This number shall not exceed six (6) unless by mutual agreement and will include one skilled trades employee.

The Company shall recognize the Plant Chairperson and he will be counted as one of the six as noted above. In addition the Company shall recognize the WSIB representative who will be permitted paid time off the job to meet with employees to discuss matters relating to issues in the workplace concerning their WSIB claims.

The WSIB representative will provide notice to the Company of unpaid time off work required to prepare for or attend WSIB appeals tribunals. The Company shall not unreasonably deny such requests.

When Union representation does not provide proper coverage, by shift, the Company shall recognize one (1) Union steward, who can be appointed by the Union Committee. If the committee of 6 does provide proper shift representation, the Union steward will no longer be recognized.

The privilege of the Committee members to leave work without loss of pay to investigate and/or handle grievances or attend meetings with management is granted under the following conditions:

1. The time shall be devoted to the prompt handling of grievances as provided for in this agreement.
2. No more time shall be used than is actually necessary.
3. Each Committee person will seek approval from their supervisor when they leave their job.
4. If it is necessary, in order to maintain production, he will wait for a replacement. A replacement will be provided without delay. In unusual cases, the replacement will be provided within an hour.

In addition, the Company will provide one (1) paid day for the unit chair, the skilled trades representative and one member of the bargaining committee to prepare for contract negotiations.

The Company shall recognize the Committee of six which shall constitute the Union Committee and the Negotiating Committee. This committee will meet with the Company on a monthly basis. The purpose of these meetings will be to discuss and resolve matters that either party may bring forward. The Company shall supply the meeting room during regular working hours.

The Union shall furnish the Company with a list of the current members of the Union Committee. As members change, this list will be updated as soon as possible.

The Company upon proper notification shall grant the President of the Local Union and any National Representatives of **Unifor** entry into the workplace.

When in the plant, any Union representatives will follow and observe all policies and rules governing plant operations.

The Plant Chairperson and the WSIB representative will be retained on the day shift.

Save and except in the case of a closure, the Chairperson will not be laid off notwithstanding his seniority status. He will be the final person in the bargaining unit to be laid off.

The Company agrees to provide the Plant Chairperson with six (6) days a year that are mutually agreed upon with the Company for the purposes of dealing with union business.

ARTICLE 40 - MEETING ROOM

The Company agrees that the Union Committee will have use of a meeting room to deal with issues arising from the plant. The Chairperson will have access to a computer and access to the meeting room, which will contain a locked filing cabinet, and a telephone. Any other expense such as long distance calls will be the responsibility of the Union.

ARTICLE 41 - WORK BY SUPERVISORS

Supervisors and other employees not covered by this agreement, except as otherwise expressly permitted by this agreement, shall not perform work normally performed by employees in the bargaining unit except:

- (a) in an emergency
- (b) for the purposes of training and instruction
- (c) in the development of products and preparation of samples
- (d) in the development of methods of operation and production.

Work performed pursuant to this provision must not cause the lay-off of or a reduction in earnings for any member(s) of the bargaining unit.

The Plant Chairperson or in his absence another member of the Union committee will be notified of work to be performed pursuant to this provision prior to its performance, except in the case of an emergency.

ARTICLE 42 - TRANSFERS OUT OF THE BARGAINING UNIT

a) Permanent Assignments

Employees, who are selected for a supervisory position, or for any position not subject to the provisions of this agreement, will not be covered by the provisions of this agreement. If within twenty (20) working days the employee transferred as indicated above, chooses not to remain in his new position, or if the Company determines the candidate is not suitable, such transferred employee will be able to return to his position within the bargaining unit with no loss of bargaining unit seniority.

Employees having been employed only in positions outside the bargaining unit shall, if subsequently employed on a job covered by this agreement, be considered new employees for the purpose of seniority.

b) Temporary Assignments

From time to time the Company may choose to offer hourly employees the opportunity to work in a temporary non-bargaining unit position. This will fill a temporary labour shortage for the Company and as well offer additional training and learning opportunities to members of the bargaining unit.

When such work becomes available, the position will be posted for all employees, and the Company will consider seniority, skill and ability in determining who will be offered the position. The posting will indicate a specific start and end date, not to exceed 180 days.

All terms and conditions of employment remain the same and the employee will continue to pay Union dues but will not accrue seniority during this temporary assignment.

ARTICLE 43 - TRANSFERS WITHIN THE BARGAINING UNIT

TEMPORARY TRANSFERS

A temporary transfer is defined as follows:

- to replace an employee who is absent as a result of WSIB, Weekly Indemnity, Long Term Disability, Maternity and Parental Leave.

If it is known or becomes known that the absence will be for longer than 30 consecutive working days, the vacant position will be posted as a temporary transfer following the guidelines of the Job Posting procedure. In the interim, an employee from the **competency matrix** will be used to fill the vacancy.

For assignments of less than thirty (30) consecutive working days, the Company will reassign an individual from the competency matrix.

If on any given day, sufficient labour is not available, the Company will reassign the most junior qualified employee in order to meet production requirements.

If an employee is transferred by the Company for a temporary period to a higher or equally paid classification, an employee shall continue to receive his present pay rate or the new rate whichever is higher.

Temporary transfers will not be used to avoid the recall or layoff procedure.

In all cases of a temporary transfer, upon the return of the absent employee, the temporarily transferred employee will return to his original classification.

Only the temporary vacancy will be posted. Any other resulting vacancies may be filled at the discretion of the Company. A temporary employee may not be utilized in secondary postings.

TEMPORARY POSTINGS

1. When projected production needs are such that additional labour is required on a regular basis over and above a department's current full-time and part-time staff for a period of more than 30 consecutive working days but less than 20 weeks, such jobs will be posted as per the Job posting procedure as temporary postings and open to all employees in the bargaining unit.
2. Successful applicants will move to the new department on a temporary basis and will exercise their rights only in that department for the duration of the posting.
3. If such posting remains in effect for longer than 20 weeks, the position will be posted as a permanent job in the full-time classification of employment.
4. Experience gained through a temporary posting will not be considered as an advantage to the employee when applying to a posted permanent position under the Job Posting procedure.

ARTICLE 44 - TECHNOLOGICAL CHANGE

Technological change means the installation of new mechanical, electronic or automated equipment that will cause a substantial change in the job duties of a classification or the elimination of jobs within a classification.

The Company will give the Union at least thirty (30) working days' notice before a technological change is implemented. During the thirty (30) day notice period, the Company and the Union will meet to discuss ways of minimizing any adverse impact on employees caused by such technological change.

In the event that a technological change causes a change in job duties within a classification, employees in the affected classification whose jobs are continuing will receive up to fifteen (15) working days of training to assist them in learning how to perform the altered duties of their jobs.

In the event that a technological change causes an elimination of jobs within a classification, surplus employees within the classification will be displaced in accordance with Article (11) Layoffs & Recalls. In addition to their rights under Article 11 (Layoffs & Recalls), those employees who are being displaced from a classification as a result of technological change will receive up to fifteen (15) working days of training to allow them to displace junior employees in equal or lower rated classifications or to become qualified for vacancies which become available within sixty (60) working days of the date on which they are displaced from their classification.

ARTICLE 45 - JOB EVALUATION

A job that remains unchanged will not be re-evaluated either upward or downward during the life of this agreement, except by mutual agreement. If a job changes as a result of technological change, or a change in the work process, it shall be evaluated in accordance with Article 46 - New Job.

ARTICLE 46 - NEW JOB

It shall be the responsibility of the Company to establish a wage rate and classification for such new jobs within thirty (30) days of commencement of the new job. The Company agrees to discuss

with the Union and provide all such data used to arrive at the new classification and rate. If the Union and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

New jobs shall be posted within thirty (30) days of start up, and experience gained as a result of temporary assignment will not be considered as qualification on the posting. The most senior applicant who possesses the necessary skill and ability will be awarded the job and trained.

ARTICLE 47 - EQUIPMENT AND TOOLS

The Company agrees to continue to supply all necessary tools and equipment required to perform the functions of their job, at no cost to the employees to ensure that a proper job is performed. Such equipment/tools shall remain the property of the Company and are not to be removed from the Company's premises.

Employees are responsible for the security and maintenance of all Company issued equipment and tools.

ARTICLE 48 - PROTECTIVE CLOTHING & FOOTWEAR

The Company agrees to supply and pay for all safety equipment, footwear and devices which shall remain the property of the Company and should not be removed from the Company's premises.

The company will provide a maximum of five hundred (\$500) over the life of the agreement for all full-time and part-time employees covered by this agreement. Said employees must have completed their probationary period.

ARTICLE 49 - HEALTH AND SAFETY

The Company and the Union will make every effort to comply in a timely manner with all applicable legislation pertaining to the health and safety of all employees.

The Company and the Union agree to actively promote measures to ensure the health and safety of all employees.

The Joint Health and Safety Committee (JHSC) will consist of up to four (4) members representing management and four (4) members representing the Union, who are elected or appointed. Both sides will be entitled to invite an additional person to each meeting. The Committee will meet a minimum of one time per month.

All Union members of the Joint Health and Safety Committee (JHSC) shall be certified as required.

During all absences, both parties will recognize a substitute member as designated.

Both parties agree to abide by the Occupational Health and Safety Act and its regulations as in effect on January 2002 and will continue to cooperate in prevention of accidents and promotion of health and safety. The parties further agree that the Occupational Health and Safety Act and regulations in effect on January 2002 would be considered a minimum standard.

The Company agrees to allow employees one (1) minute of silence, without an interruption to production, at 11:00 am. on April 28th, and will lower the flag in observance of those workers who have died in industrial accidents.

ARTICLE 50 – VACATIONS

(a) Vacation year

The vacation year will be from June 1 to the following May 31.

(b) Length of Service

The length of vacation will be based on the length of service and will be calculated from the seniority date of each employee to May 31 of each year.

(c) Vacation Schedule

- (i) Less than 1 year's continuous service, 4% gross earnings during vacation year.
- (ii) Employees with one year continuous service will receive 2 weeks vacation for the twelve months preceding June 1 and vacation pay of 4%.
- (iii) Employees with 5 years continuous service will receive 3 weeks vacation for the twelve months preceding June 1 and vacation pay of 6%.
- (iv) Employees with 10 years continuous service will receive 4 weeks vacation for the twelve months preceding June 1 and vacation pay of 8%.
- (v) Employees with 17 years continuous service will receive 5 weeks vacation for the twelve months preceding June 1 and vacation pay of 10%.
- (vi) Employees with 25 years continuous service will receive 6 weeks vacation for the twelve months preceding June 1 and vacation pay of 10%.

Any employee with a 2 week vacation entitlement who wishes to request an additional week of unpaid vacation time may do so. Such vacation time will be granted at a time mutually agreed upon between the Company and the employee.

(d) Vacation Season

All employees eligible for 2 weeks or more of vacation will be granted, if desired, a minimum of 2 consecutive weeks during the summer months. When employees are entitled to more than two weeks, the additional time will be granted at a time mutually agreed upon between the Company and the employee.

If a two week summer shutdown is scheduled, all hourly rated employees, except those scheduled for shutdown work, will be required to take 2 weeks of their vacation at that time.

(e) Vacation Schedule

The Company will make every effort to schedule vacations according to employees' requests. Senior employees will be given preference of vacation dates. However, in order to ensure efficient operation of the plant, final allocation of vacation dates must be left to the Company.

When an employee books a week of vacation (a consecutive five (5) day block), they will receive two scheduled (2) days off on both ends to make a total of nine (9) days away from work. This does not deplete any further vacation time from them.

Employees will receive payout of vacation moneys earned/banked when taking their vacation and a payout each May 31st of any outstanding money.

(f) Statutory Holiday in Vacation Week

If a statutory holiday falls in an employee's vacation week, the employee shall receive an additional day's pay or an alternate day off to be taken at a time convenient to both the employee and the Company.

(g) No Accumulation

Vacation time shall not be accumulated from year to year and shall be taken during the vacation year. The Company will allow a one week carry over for special circumstances and with the Company's consent.

ARTICLE 51 - STATUTORY HOLIDAYS

Full-time employees will be paid their regular hourly rate for regular hours not worked on:

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

and four (4) Floating Holidays, which will be booked at a time that is mutually agreed upon with the Company, one being December 24 and three (3) to be scheduled by the Company during the Christmas season, and communicated to the Union Chairperson and employees as soon as they are known. If additional statutory holidays are proclaimed by law, they shall replace a floater holiday.

Any hours worked on a Floating Holiday will be paid at the statutory holiday rate.

Full-time employees will be scheduled the following days off, with pay at their normal, hourly rate of pay:

| 2020 | |
|--|---|
| Canada Day | Wednesday, July 1, 2020 |
| Civic Holiday | Monday, August 3, 2020 |
| Labour Day | Monday, September 7, 2020 |
| Thanksgiving | Monday, October 12, 2020 |
| Christmas Shutdown (to be discussed between the parties no later than October 31 of each year) | Thursday, December 24, 2020 Friday, December 25, 2020 Saturday, December 26 *UNPAID Sunday, December 27 *UNPAID Monday, December 28, 2020 Tuesday, December 29, 2020 Wednesday, December 30, 2020 Thursday, December 31, 2020 Friday, January 1, 2021 Saturday, January 2, 2021 *UNPAID Sunday, January 3, 2021 *UNPAID |

| 2021 | |
|--------------------|---|
| Good Friday | Friday, April 2, 2021 |
| Victoria Day | Monday, May 24, 2021 |
| Canada Day | Friday, July 1, 2021 |
| Civic Holiday | Monday, August 2, 2021 |
| Labour Day | Monday, September 6, 2021 |
| Thanksgiving | Monday, October 11, 2021 |
| Christmas Shutdown | Thursday, December 23, 2021 Friday, December 24, 2021 Saturday, December 25, 2021 *UNPAID Sunday, December 26, 2021 *UNPAID Monday, December 27, 2021 Tuesday, December 28, 2021 Wednesday, December 29, 2021 Thursday, December 30, 2021 Friday, December 31, 2021 Saturday, January 1, 2022 *UNPAID Sunday, January 2, 2022 *UNPAID |

| 2022 | |
|---------------|---------------------------|
| Good Friday | Friday, April 15, 2022 |
| Victoria Day | Monday, May 23, 2022 |
| Canada Day | Friday, July 1, 2022 |
| Civic Holiday | Monday, August 1, 2022 |
| Labour Day | Monday, September 5, 2022 |

| | |
|--------------------|---|
| Thanksgiving | Monday, October 10, 2022 |
| Christmas Shutdown | Thursday, December 22, 2022 Friday, December 23, 2022 Saturday, December 24, 2022 *UNPAID Sunday, December 25, 2022 *UNPAID Monday, December 26, 2022 Tuesday, December 27, 2022 Wednesday, December 28, 2022 Thursday, December 29, 2022 Friday, December 30, 2022 Saturday, December 31, 2022 *UNPAID Sunday, January 1, 2023 *UNPAID |

| | |
|--------------|-----------------------|
| 2023 | |
| Good Friday | Friday, April 7, 2023 |
| Victoria Day | Monday, May 22, 2023 |

An employee will be paid for a holiday in accordance with Employment Standards.

ARTICLE 52 - HEALTH BENEFITS

Full-time employees are eligible for benefit coverage as listed below after they have completed the applicable waiting period as per the insurance carrier plan policy. Benefit coverage will be provided in accordance with the insurance carrier plan policy. It is understood that the Company's responsibility is limited to the payments of premiums for the benefits described below. The selection of the insurance carrier is vested exclusively with the Company.

Temporary Employees will qualify for benefits immediately upon completion of their full time probationary period and after being hired on as a full-time employee.

MAPLE LEAF FOODS INC., PORT PERRY **BENEFIT PLAN SUMMARY FOR FULL TIME EMPLOYEES**

| | HEALTH |
|--|--|
| <ul style="list-style-type: none"> • Drugs | <ul style="list-style-type: none"> • Employees will have a 10% co-payment on pay direct drugs up to a maximum of \$300 per year. • \$9 dispensing fee cap • Mandatory use of generic drugs unless otherwise specified by your medical practitioner |
| <ul style="list-style-type: none"> • Vision | <ul style="list-style-type: none"> • \$200 vision/24 months adults - 12 months children • Effective January 1-2017 \$225 vision/24 months adults – 12 months children • Effective January 1-2018 \$250 vision/24 months adults – 12 months children |
| <ul style="list-style-type: none"> • Semi-Private Hospital | <ul style="list-style-type: none"> • None |
| <ul style="list-style-type: none"> • Chiropractor, Osteopath, Podiatrist, Naturopath, Speech Therapist, Psychologist, Social Workers with MSW | <ul style="list-style-type: none"> • \$350 per benefit per year |
| <ul style="list-style-type: none"> • Physiotherapist, Massage Therapist | <ul style="list-style-type: none"> • \$350 per benefit per year per person |
| <ul style="list-style-type: none"> • Hearing Aids | <ul style="list-style-type: none"> • New and repairs \$300 in a 5 year period |

| | |
|----------------------------|--|
| • Registered Nurse | • \$5,000 per year less paid preceding 2 years then \$50 per day |
| • Out of Province Coverage | • World Access \$1,000,000 lifetime maximum |
| | DENTAL |
| Basic | 100% |
| Endodontic | 100% |
| Periodontic | 100% |
| Dentures | 50% |
| Crowns | 50% |
| Bridges | 50% |
| Orthodontic | 50% Lifetime Maximum \$2,000 - children under 19 only |
| Dental Fee Guide | Current minus one year, updated annually on January 1 each year starting in 2009 |
| Maximum | \$1,000 combined for Perio, Dentures, Bridges & Crowns no Maximum on Basic Endodontics |
| Recall Oral Examination | Once every 9 months |

1. Health and Dental Coverage - 100% Company paid
2. Life Insurance - 2 times annual salary 100% Company paid
3. Accidental Death and Dismemberment - 100% Company paid
4. STD – 66 2/3% regular gross earnings to a weekly maximum of \$800. Premiums are 100% Company paid. Payable up to 17 weeks, but not past age 65. Waiting period three (3) scheduled working days. Benefits shall begin on the first day of absence if confinement to a hospital, surgery and pre-arranged outpatient surgery, where anesthetic has been administered. All claims are subject to the insurance carrier's approval. Employee's will then apply for and exhaust their Employment Insurance Sick Benefits for up to an additional 17 weeks. It is understood that the last 2 weeks of STD will run concurrent with any applicable Employment Insurance waiting period.
For all employees hired after February 26th, 2018, there will be a two-year waiting period for STD and LTD. Once an employee has qualified for LTD, they will be eligible to received LTD payments for a maximum of 10 years or when they turn 65; whichever comes first.
Increase STD weekly maximum to \$825 in year 1 and \$850 in year 3.
5. LTD – 66 2/3% monthly maximum of \$4,000 qualifying period = completion of 17 weeks Short Term Disability and exhaustion of Employment Insurance benefits. LTD coverage is subject to insurance carriers approval – 100% Company paid premiums.

DENTAL

Include implants as a covered procedure – 50% coverage to \$1000 maximum.

PARAMEDICAL SERVICES

Physiotherapist and Chiropractor increased to \$375 in year 1 and \$400 in year 3.

VISION

\$260 in year 1, \$270 in year 2, \$280 in year 3.

ARTICLE 53 - SUBSTANCE ABUSE

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment provided the employee is eligible under the terms of the extended health plan.

When circumstances related to substance abuse occur, the Human Resources Manager in conjunction with the Plant Chairperson will coordinate and plan a course of action to provide treatment and rehabilitation consistent with insurance coverage provided by the Company.

ARTICLE 54 - PENSION PLAN

All full-time employees will become members of the defined contribution pension plan after completion of one year of full-time equivalent service with the Company. Employees are required to contribute 3% of all hours worked and the Company will match all employee required contributions. The employee will select the pension investment option from the eligible options provided by the Company for the employee and Company contributions however the Company portion will only vest with the employee upon termination if the employee has completed two years of pension plan membership.

Part-time employees are eligible to join the Company pension plan, on a voluntary basis, in accordance with Provincial Pension legislation.

ARTICLE 55 - JOB CLASSIFICATIONS

Production Department

Production
Key Operators

Key operators are recognized as production employees who work as machine operators in either the assembly or packaging areas. Key Operators are scheduled by seniority, by shift.

A seniority list of full-time and back-up key operators is established and maintained for scheduling purposes, recognizing plant wide seniority. The number of key operator positions maintained is at the discretion of the Company, based on the needs of the business. Full-time and back-up refers to the amount of time regularly scheduled as a key operator and not to the individual's employment status.

Any vacancies within the key operator groups are filled through the Job Posting procedure.

Sanitation Department

Lead Hand/Midnights
Midnight Sanitation
General Cleaners

Mixing Department

Lead Hand/Mixer
Mixer

Shipping Department

Shipper
Driver
Stock Controller
Material Handler

Maintenance Department

Building Equipment Maintainer

Skilled Trades

Lead Hand/Skilled Trades

Electricians

Millwrights

The Company will decide when and where Lead Hands will be required for the efficient operation of the plant. When required, the Company will appoint such Lead Hands giving due consideration to required leadership ability, job knowledge and seniority.

The Company will select a Lead Hand from a list of applicants and the most senior will be first considered. All applicants responding to a Lead Hand posting will be interviewed and reasons for refusal given in writing to any applicant more senior than the applicant chosen.

The duties of such lead hands are to carry out instructions of his immediate supervisor as to daily production requirements. The responsibility of a lead hand is exclusively confined to assisting in the direction of the work of employees within the department while continuing his full rotational job duties and not as a supervisory officer in charge of a department.

ARTICLE 56 - WAGES

Year 1 - .40 on base wages

Year 2 - .40 on base wages

Year 3 - .40 on base wages

Year 4 - .45 on base wages

Wage Grid

| Start | 12 Months | 24 Months | 36 Months | 48 Months | 60 Months |
|-------|-----------|-----------|-----------|-----------|-----------|
| 80% | 83% | 85% | 87% | 90% | 100% |

Maintenance Wages

Year 1 \$1.00

Year 2 – 4 Wage survey language

Maintenance Wage Survey

In order to ensure wages for Maintenance employees remain competitive, the Company will conduct an annual Maintenance Wage Survey.

If the average market rate for comparable positions, including consideration of applicable premiums, is more than five percent (5%) above the Maple Leaf rate, the Maple Leaf rate will be adjusted to the average straight time rate of the survey.

The survey will be completed in March of each year with any required adjustments effective the first pay period of June. Maintenance rates established under this provision are not subject to the grievance and arbitration process.

ARTICLE 57 - DISCIPLINE

- (i) The Company reserves the right to discipline, suspend or discharge for just cause. Employees will be informed of their option to have Union representation in attendance at discipline.
- (ii) When the Company intends or contemplates suspending or discharging an employee, it will provide the Union and the employee with written notification explaining the specific charges and reasons for taking the action. An employee shall suffer no loss of employment until having received the official notification and until a meeting has taken place with the employee and his Union representative.

Whenever possible, when an employee is being dismissed for cause, the Chairperson and Union representative will be present for the termination meeting.

- (iii) A copy of the written disciplinary action will be given to the employee and to the Union committee.
- (iv) The Company agrees that it will take disciplinary action within seven (7) working days after the time it becomes aware, or ought to have become aware of, the circumstances giving rise to the discipline. Should the employer require additional time, they may request an extension in writing to the Union Chairperson. Such requests will not be unreasonably denied.
- (v) Written disciplines will be removed from the employee's record, following a period of twelve (12) months of discipline-free performance. Any suspensions/final warnings will remain on the employee's file for a period of eighteen (18) months.
- (vi) The discipline procedure will be considered as having commenced once a written warning has been issued to an employee.
- (vii) Employees in the classification of key operator, lead hand or lead mixer do not have the authority to administer discipline to fellow employees. This authority rests solely with management.

ARTICLE 58 – DURATION OF AGREEMENT

Except as otherwise provided, this agreement shall become effective June 1st, 2020 and shall continue in effect until the 31st day of May 2024 and thereafter, from year to year, unless either party gives written notice to the other of termination or amendment of not more than ninety (90) days and less than thirty (30) days prior to the date of expiration.

APPENDIX A SKILLED TRADES

ARTICLE 1

- (i) The purpose of this Appendix is to define trade classifications, wage rates [as per 53 (b)], seniority and all other matters dealing with Skilled Trades work covered by this agreement.
- (ii) The provisions of the general agreement shall apply to employees in the recognized trades classifications.
- (iii) The Skilled trades covered by this Appendix constitute those trades for which an apprenticeship program is usually applicable.
- (iv) The term "Production" as used in this Appendix refers to all occupations not so indicated.

ARTICLE 2 – DEFINITIONS

Journeypersons - The term "Journeyperson" as used in this Appendix shall mean any person who:

- (i) Has completed a bona fide apprenticeship in accordance with Provincial Requirements and has a substantiating current Provincial Certificate.
- (ii) Holds a recognized CAW/**Unifor** journeyperson card in the trade in which he claims recognition.
- (iii) Has eight (8) years practical and general experience covering all phases laid down in the Apprenticeship course applicable to the trade in which he claims journeyperson status and possesses ample proof of such experience.
- (iv) New trade journeypersons shall have seniority in their trade only as from the date of entry, and any new trade journeyperson hired after the date of ratification shall be required to have their Provincial Certificate of Qualifications license.
- (v) All certification documents will be reviewed by the Skilled Trades representative prior to an offer of employment.

ARTICLE 3 – EMPLOYMENT

Entry into the Skilled Trades shall be restricted to persons:

- (i) Hired as per Article #2 after date of ratification with their Provincial Certificate of Qualifications license.
- (ii) Who qualify for journeyman status through an apprenticeship program. The addition of Apprentice positions will be at the sole discretion of the Company.

ARTICLE 4 – HOURS OF WORK

The regular work week for full-time skilled trades will be defined as Monday to Saturday and will consist of 40 regular hours per week (exclusive of a one half hour unpaid meal) based on a five day week, based on the needs of the business. Any other variations of hours of work must be mutually agreed upon between the parties. All overtime provisions contained in Article 37 will apply.

The Company will endeavour to schedule employees to allow for two (2) consecutive days off in a calendar week, unless the needs of the business are such that this is not possible. Shift rotation will be on a two week rotation. The foregoing shall not be construed as a guarantee of a minimum number of hours.

Weekend Worker Shift

The Company and Union recognize that during periods of high production demand there are benefits to implementing a weekend worker shift to ensure that preventative maintenance, repairs and/or production coverage is maintained.

If the Company determines that there will be insufficient opportunities to complete the anticipated preventative maintenance and repairs or provide production coverage, the Company will implement the weekend worker shift.

If the weekend worker shift is implemented it will be for a minimum period of eight weeks and will be staffed as per the Job Posting Procedures.

When the Company must schedule production, to meet its customers' demands, or if equipment repairs and installations, which could not be scheduled from Monday to Friday, prevents the company from running production, such overtime will be mandatory. Where possible, no less than twenty-four (24) hours advance notice will be given to employees required to work such overtime. When mandatory overtime occurs, it will be scheduled on a rotational basis in reverse order of seniority, by shift first, within the department, provided the employee is qualified to perform the work available. No employee will be mandated to work more than eight (8) hours in one week, which would include voluntary overtime hours.

ARTICLE 5 - ACQUISITION OF SENIORITY FOR LAY-OFF AND RECALL PURPOSES

- (i) A newly hired probationary journeyman shall acquire seniority rights in a skilled trade consistent with the provisions of Article 7 in this appendix.
- (ii) If a probationary journeyman in one skilled trade is transferred to another skilled trade, all time worked in either skilled trade will be credited for his acquisition of seniority. However, once he has acquired seniority, his seniority date will be his date of entry into the latter skilled trade.
- (iii) The retention of probationary journeymen shall be consistent with the provisions of Article 8 of this appendix.

ARTICLE 6 - APPLICATION OF SENIORITY

- (i) The application of seniority in the skilled trade occupations shall be by occupations or trades within each trade as listed in Article 57 of the general agreement.

- (ii) Seniority lists shall be by basic trade or occupation.

ARTICLE 7 - ACCUMULATION OF SENIORITY

Unless otherwise agreed by the parties concerned, a journeyman or apprentice in a skilled trade will have date of entry seniority in such skilled trade and shall continue to accumulate plant-wide service.

ARTICLE 8 - LAY-OFF AND RECALL PROCEDURE

- (i) A production employee cannot exercise his seniority to displace a journeyman or apprentice. Similarly a journeyman or apprentice cannot exercise his skilled trades seniority to displace an employee in the production group.
- (ii) In the event of a lay-off from a skilled trade, the following procedure shall apply:
 - FIRST: Probationary journeymen will be laid off from the affected skilled trade.
 - SECOND: Apprentices will be laid off from the affected skilled trade. If from the production group, they would have the ability to bump back into production, within first 500 hours of the "Apprenticeship Program".
 - THIRD: Journeymen will be laid off from the affected skilled trade in the inverse order of their date of entry seniority within such skilled trade.
- (iii) Recalls of journeymen, apprentices or probationary journeymen within a skilled trade shall be made in the reverse order of layoff within such skilled trade affected. However, employees who have been laid-off for twenty-four (24) months shall lose their seniority and be terminated.

ARTICLE 9 - SKILLED TRADES RESPONSIBILITIES

The parties recognize that each trade has a generally accepted area of responsibility. In no case should an individual from another trade be asked nor accept an assignment outside of the usual responsibilities of his trade that he is not able to perform or that he believes would endanger the health or safety of himself or a fellow worker. Should a journeyman have a concern when asked to perform an assignment outside of his usual responsibilities, he should bring it to the attention of his Supervisor or his skilled trades steward.

ARTICLE 10 - TOOL ALLOWANCE

All full-time employees of the maintenance department who have completed one year of service will receive a tool allowance of four hundred and fifty dollars (\$450) per year, based on the contract year. Proof of purchase for tools must be provided. Tools will not be replaced for damage or loss. Only unique tools will be provided by the Company.

Tool allowance increased to four hundred and seventy five dollars (\$475) in year 1.

ARTICLE 11 **DEDUCTION OF SKILLED TRADES COUNCIL MEMBERSHIP DUES**

- (i) The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon receipt of individual authorization cards signed by the employee at the time of hire.
- (ii) First deduction to be made from the employee from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

ARTICLE 12 - SKILLED TRADES COMMITTEE

The Company shall recognize a Skilled Trades Committee comprised of the Skilled Trades representative and one other skilled tradesperson (one from each trade) and two members of management.

The purpose of the Committee will be to meet to enhance communications and to discuss matters relating to training, new technology, the Apprenticeship Program and other matters relating to the Skilled Trades group.

The committee will meet monthly or as required.

ARTICLE 13 - USE OF OUTSIDE CONTRACTORS

The Company prefers to have the work done by its employees, although at times, it is necessary to have work done by outside contractors.

The Company will notify the Skilled Trades representative of the utilization of outside contractors.

Equipment suppliers, who provide training, maintenance and upgrading of equipment will not be considered outside contractors.

The Company will ensure that the outside contractors who are hired will be competent in their trade.

ARTICLE 14 - APPRENTICESHIP PROGRAM

An apprenticeship program will be established based on business needs. In the event that the company decides to re-implement an apprenticeship program, it will be established in conjunction with the Ministry of Training, Colleges and Universities, and the company will establish a joint apprenticeship committee, with defined responsibilities.

Letter of Understanding #1 - Violence Against Women

During the current negotiations, the parties discussed the concerns of violence against women in today's society, in particular violence or abuse against a female employee in their personal life.

The Company will raise awareness in the workplace of these concerns and will assist any employee in such a situation. The Company will make known specialized resources in the community such as counselors or women's shelters to assist women in dealing with these and other issues.

The company will recognize a union-appointed women's advocate.

The Company will provide the union-appointed women's advocate with four (4) days of paid time per year.

Letter of Understanding #2 - Copy of Agreement

The Company agrees to provide a copy of the Collective Agreement, in booklet form to all Maple Leaf Consumer Foods, Inc, Port Perry employees covered by this agreement within ninety (90) days of ratification. It will be provided to the Union in electronic format.

Letter of Understanding #3 – Extra Hours of Work

WHEREAS the parties have an ongoing collective bargaining relationship;

AND WHEREAS the parties wish that Employees may continue to work extra hours as contemplated in the Collective Agreement and which are allowed by the *Employment Standards Act, 2000 (ESA)*;

AND WHEREAS the ESA has been amended to require, as of March 1, 2005, the approval of the Director of Employment Standards to permit employees to work more than 48 hours in a week;

THEREFORE the parties agree that this Letter of Understanding amends the Collective Agreement in order to address these matters and it is considered to be part of, and subject to, the Collective Agreement :

1. This agreement shall continue to operate at all times that the Collective Agreement is in operation.
2. In accordance with s. 17(2) of the ESA, the Union consents on behalf of its members, that overtime may be worked on a voluntary basis for all hours worked beyond their regular work day to the maximum permissible by the ESA, subject to the overtime provisions in the Collective Agreement .
3. Also in accordance with s.17(2) of the ESA, the Union consents to employees working extra hours beyond forty-eight (48) hours in a work week to a maximum of 60 hours, subject to the overtime provisions in the Collective Agreement .

This agreement shall be revocable upon two weeks notice by either party.

Letter of Understanding #4 – Dental Premiums

Effective Jan 1, 2021, employees with family coverage will pay \$100, and employees with single coverage will pay \$50 in dental plan deductible. Plan members will be responsible to pay this amount on an annual basis before provider begins to pay for covered services under the company dental plan. If no claims are submitted, employees will not be required to pay this deductible.

Letter of Understanding #5 – Voluntary Incentive Packages

The parties agree that the Company may approach the Union to offer employees a voluntary incentive package.

Letter of Understanding #6 – Article 49 – Health and Safety - Letter of Commitment

The Parties jointly recognize the significance of Remembrance Day, National Day of Remembrance and Action on Violence Against Women and they will be recognized in a respectful manner.

Letter of Understanding #7 – Article 16 - Meal Breaks and Rest Periods

The Company recognizes the importance of Article 16. The Company will use their best-efforts to schedule breaks so that the first fifteen (15) minute break will not be taken within the first ninety (90) minutes of the shift and the second fifteen (15) minute break will not be taken within the first ninety (90) minutes after the end of lunch break. In the event that there is a material change in volume or schedule the Parties will meet to discuss the impact to meal breaks and rest periods.

Letter of Understanding #8 – Article 37 – Plant Wide Overtime

During negotiations, the issue of working mandatory Saturday overtime shifts were discussed at length. The Company reiterated it was not the intention to apply premium pay to production that is not warranted. The Company maintained their position that the historic issue of working frequent Saturdays was a result of the new business transaction that triggered the implementation of the Shelf Agreement.

Where it becomes necessary to schedule Saturday overtime shifts, the following will apply:

1. The current voluntary overtime lists will be amended to include Saturdays, if required.
2. If there is a need to mandate more than three (3) Saturdays, or there is a need to mandate more than one (1) line on a Saturday, the parties will meet to discuss alternative schedules to alleviate the need to mandate Saturdays.
3. Mandatory Saturdays will primarily be for the purposes of securing new business, equipment failures/downtime or increased volume requirements.
4. The Company will make their best efforts to minimize impacts to employees who are required to work any Saturday afternoon shift that is followed by a shift schedule to change to day shift, including canvassing for volunteers.
5. At the discretion of the Company and only in exceptional circumstances, any Employee mandated for a Saturday that has a bona-fide previously scheduled commitment shall not be mandated for the Saturday.
6. Within forty-five (45) days of ratification, a committee will be formed to deal with Saturday overtime issues, during which time the Company and the Union will meet to discuss alternative scheduling opportunities to alleviate the need to utilize Saturday overtime.

Letter of Understanding #9 – Article 37 – Maintenance Overtime

The Parties agree to conduct a vote with the Skilled Trades department within one (1) month of ratification regarding the distribution of overtime opportunities for the Skilled Trades members. The vote will determine whether overtime distribution will be based on:

1. Seniority (as per Article 37)
OR
2. A rotational basis in order of seniority, provided the employee is qualified to perform the work available.

The Parties agree that any changes made as a result of the vote, will be effective for future occurrences for the life of the agreement.

Letter of Understanding #10 – Sanitation

During negotiations, the parties discussed the current Sanitation program at the plant. The parties agree that the current Sanitation employees at the date of ratification will be grandfathered however the roles will not be replaced by bargaining unit employees after the roles have been vacated, for any reason.

Letter of Understanding # 11 – Article 13 – Hours of Work

The Parties agree that Employees currently on 7.5-hour workdays will be moved to 8-hour workdays effective the date of ratification. All affected employees will be 'grandfathered' by the Employer for the life of the Collective Agreement by providing 'overtime pay' for all work performed after 7.5 hours of work each day.

Condition #1 – The extra half hour does not count toward weekly overtime

Condition #2 – If the plant moves to an alternative work schedule, the overtime will not apply

Condition #3 – Inclusion of an additional 15-minutes for Production in the event of an emergency
(ie. A mechanical issue; line purge at end of run)