

COLLECTIVE AGREEMENT

BETWEEN

REFRESCO CANADA INC.

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION,
LOCAL NO. 401

Renewal: February 1st, **2024**

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COLLECTIVE AGREEMENT

BETWEEN:

REFRESCO CANADA INC.

(hereinafter referred to as the “Company”)

- and -

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION,
LOCAL NO. 401,

(hereinafter to be referred to as the “Union”)

Article 1 – Preamble

- 1.01 The general purpose of this Agreement is to establish and maintain satisfactory working conditions, hours, and wages, to provide an amicable method of settling differences or grievances which might arise and to maintain harmonious relations between the Company and all employees covered by this Agreement.

Article 2 – Definitions

- 2.01 The word “employees” wherever used in this Agreement shall mean all employees of the Company in Calgary, Alberta, except office, clerical, sales personnel, Supervisors, and anyone above the rank of Supervisor.

The masculine pronoun, whenever used in this Agreement, shall include the feminine.

2.02 A probationary employee shall mean an employee who has not yet completed four hundred eighty (480) hours actually worked and employee's seniority date shall be from the start of his/her probationary period. A probationary employee shall have no rights under the provisions of this Agreement and may be discharged by the Company with or without assigned cause and such discharge shall not be open to review under the grievance procedure set out in this Agreement. No request by the Company, for a probation period extension, will be unreasonably withheld.

- 2.03
- (a) A "temporary" employee is an employee who is hired to meet seasonal or peak demands (these periods normally being, but not restricted to April 1st to September 30th and November 15th to January 15th) or as a replacement for a full-time employee who is on vacation, on an approved leave with or without pay, on a casual absence, on short or long term disability or Workers' Compensation, and whose service will be of a limited duration and in any event of not more than one hundred thirty (130) working days duration. A "temporary" employee shall have no rights under the seniority provisions of the Agreement.
 - (b) Temporary employees are not hired with the intent of becoming full-time employees.
 - (c) The provisions of the Collective Agreement which apply to temporary employees are wages, hours of work, and health and safety.
 - (d) Temporary employees are entitled to all payments required by law and have no claim to the benefits, etc., available to full-time employees.

- (e) Temporary employees shall not displace probationary employees or full-time employees.
- (f) An employee hired as a temporary employee shall be advised at the time of his/her hiring of his/her temporary status and the estimated duration of his/her employment. A copy shall also be sent to the Union. It is understood that the hiring of a temporary employee under the conditions set forth in this article does not create a new position or vacancy if such employment is for less than one hundred thirty (130) working days in duration. Therefore, temporary employees will not be used to fill a position or vacancy for which the Company needs a full-time employee on a permanent basis. Rather, such a full-time position will be posted in accordance with the job posting provisions of this Agreement. The Company or the temporary employee may terminate without notice.
- (g) Temporary employees will continue to be employed as has been the practice in the past. The Company will ensure that as few as possible temporary agency employees are utilized within the constraints of its business needs.

Article 3 – Representation

- 3.01 The Union shall be the exclusive collective bargaining representative of the employees in the bargaining unit which consists of all employees of the Company in Calgary, Alberta, except office, clerical, sales personnel, Supervisors, and anyone above the rank of Supervisor.

3.02 No Discrimination

The Company agrees that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of any rights or privileges under this Collective Agreement, including hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, color, national origin, political, religious affiliation or activity, sex or marital status, sexual orientation, place of residence, disability, nor by reason of his/her membership or activity in the Union, or any other reason.

3.03 Every employee in the bargaining unit shall, as a condition of his/her continued employment, become and remain a member, in good standing, of the Union.

3.04 (a) Every employee in the bargaining unit shall, as a condition of his/her continued employment, authorize the Company in writing to deduct from each pay payable to him/her thereafter during the life of this Agreement, and during the life of any subsequent Collective Agreement containing similar provisions, such amount as may from time to time be certified in writing by the Union to the Company as being the amount of Union dues currently payable.

(b) Every new employee shall complete and sign an application for membership in the Union and an authorization for deduction from his/her pay of such amount as may at that time be certified by the Union to the Company as being the amount of the Union's standard initiation fee.

- (c) Authorization for deduction of the Union initiation fee and regular Union dues shall be in the forms as provided by the Union to the Company.
- (d) Initiation fees and Union dues deducted by the Company shall be remitted to the Financial Secretary of the Union prior to the **fifteenth** (15th) day of the month following the month in which such deductions were made, together with such detail and explanations as may be reasonably required.

The above dues and initiation fees shall be submitted electronically in a manner acceptable to both parties as soon as the Company is technologically able to do so.

- (e) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability which may arise out of, or by reason of deductions made or payments made in accordance with this Article 3.

3.05

- (a) It is recognized and mutually agreed that Management may, from time to time, have occasion to interview employees with respect to their job performance and that the objective of such interviews is corrective in nature, rather than punitive. Such interviews will normally be conducted on a “one-on-one” basis. When an employee’s work performance, conduct, behaviour, or other serious matters is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Company, the Union Steward shall be present unless the affected employee waives the right to a Union Steward. Any such waiver must be signed in the presence of a Shop Steward or Union Representative.

- (b) After a period of eighteen (18) months, any warnings or disciplinary action greater than eighteen (18) months will not be used in progressive steps or in arbitrations, except for any warnings or disciplinary actions related to major Health and Safety violations that result in injury or damage will be used for a period of twenty-four (24) months.
- (c) The Company will not discipline an employee(s) if ten (10) working days (excluding weekends or holidays) or more have elapsed since the incident occurred. Reasonable extensions will be granted for operational considerations such as vacations and availability of personnel and will be mutually agreed between Management and the Union.

Article 4 – Management Rights

4.01 The Union acknowledges that, except as specifically restricted herein in the Collective Agreement, it is solely and exclusively the right of the Company to manage and operate its plant and business and, without limiting the generality of the foregoing, Management rights shall include the right to:

- (a) Maintain order, discipline, and efficiency;
- (b) Hire, transfer, promote, demote, classify, discipline, and discharge employees;
- (c) Supervise, direct, and assign work to employees within the bargaining unit.

4.02 It is understood that in exercising these functions, the Company must comply with all other articles of this

Agreement. When an employee is disciplined or discharged, the appropriate Steward and the Business Representative assigned by the Local Union will be given, in writing, reasons for such action.

The notice will be sent directly to the Local Union office for the attention of the Business Representative.

Article 5 – No Strike or Lockouts

5.01 In view of the orderly procedure arranged for the settlement of complaints and grievances, it is agreed that there will be no strikes or lockouts during the term of operation of this Agreement.

Article 6 – Union Activities

6.01 No employee shall be discriminated against or discharged for his/her activity as a Union member or for doing committee or other work for the Union provided, however, that permission from the Company is first obtained if such activities occur during working hours and interfere with the employee's normal duties on behalf of the Company. It is agreed that such permission, if requested, will not be unreasonably withheld in any instance.

6.02 The Company will make available for the use of the Union a lockable bulletin board in the Plant whereon the Union may post such notices as it desires to bring to the attention of employees, provided, however, that no such notice may be posted at places other than on this bulletin board and further provided that no such notice may be posted until it has been signed by an Officer of the Union and by a Representative of

Management. The Union Representative and Union Steward will have the keys to the board.

- 6.03
- (a) Every Union Steward and every Officer of the Union who is an employee shall be allowed such time off as may be necessary to enable him/her to attend those appointments with Management personnel at which his/her presence is required under the provisions of Article 8 and every employee who is a necessary witness at a grievance meeting or at a grievance arbitration hearing established under Article 8 shall be allowed such time off as may be necessary to enable him/her to give evidence at such hearing.
 - (b) Should a Union Steward be scheduled to be on duty during the time at which a regularly scheduled meeting of the general membership of the Union is to be held, such Steward shall (provided his/her request is made at least forty-eight (48) hours in advance) be allowed such time off work as may be reasonably required in the circumstances to permit him/her to attend such meeting.
 - (c) The allowing of time off under the provisions of this Article 6.03 (a) shall be subject to the employee having first obtained permission to leave his/her work from his/her Plant Supervisor. Such permission will not be unreasonably withheld and shall be without loss of pay.

6.04 Union Business

The Company agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business, and to attend negotiations. A minimum of two (2) members to a maximum of five (5) members will be designated by the Union to attend contract negotiations, no

more than two (2) members per department, will be approved at any given time. The Union will give the Company two (2) weeks written notice. No request will be unreasonably withheld.

Time spent on Union business by employees, where the Company is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

6.05 New Employee Orientation

The Company agrees to introduce and allow a Union Steward fifteen (15) minutes with each newly hired employee to introduce and explain the Unionized workplace to them. The purpose of the presentation will be to help the new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them.

6.06 An authorized Representative or Executive Officer of the Union shall be permitted, after notifying the Manager or his/her designate, to talk with an employee(s) at a mutually agreed upon time, such arrangements not to be unreasonably denied nor unreasonably requested, regarding Union matters during regular working hours and to review working conditions. The interview of such employee(s) by the Union Representative or Executive Officer shall be carried on in a place provided for and designated by the Company.

Article 7 – Human Rights, Discrimination, Bullying, Harassment, and Violence in the Workplace

7.01 Harassment, Discrimination, Bullying, and Violence Free Workplace

The Company and the **Union** are committed to providing a workplace free of harassment, discrimination, bullying, and violence; such actions are prohibited in the workplace.

7.02 Company Policy

The Company agrees to post such policies in places where all employees have access to such policies and to provide a copy of the written policies to each employee no less than once per calendar year and at time of hire.

7.03 **Refresco** Dignity & Respect In The Workplace

“Our strength and ability for sustained growth is based on an organization which sees people as our single most important asset. We will seek out the best, and work to create a culture which is high performance, developmental, and caring about the aspirations, needs, and well-being of each one of our employees.”

Our Principle on Dignity and Respect in the Workplace

Refresco Canada Inc. is committed to the achievement of equal opportunity, including the establishment of a work environment in which all employees have the opportunity to work and contribute to their maximum potential.

In keeping with the spirit of this commitment, as well as the Human Rights Code, **Refresco Canada Inc.** does not tolerate

any form of harassment and undertakes to protect all employees from harassment by co-workers, Supervisors, business associates, or other employees with whom they may have contact during the course of their business or outside of work where there may be repercussions in the work environment adversely affecting working relationships.

What is Harassment?

Harassment can generally be defined as any behavior which creates an intimidating, hostile, or offensive work environment.

Often there are different opinions on what is considered to be unacceptable behavior. Our point of view is clear. Harassment is any behavior, even if only a single event, which a person knows or ought reasonably to have known to be unwelcome or inappropriate.

Harassment can be grouped into three (3) broad categories:

- ❖ Harassment of an individual or individuals because of gender, race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, disability, sexual orientation, age, marital status, or record of offenses.
- ❖ Sexual harassment, or deliberate and/or repeated unsolicited verbal comments, questions, representations, or physical contacts of a sexual nature that are unwelcome to the recipient.
- ❖ Workplace bullying is deliberate and repeated assertion of power, through aggressive physical, non-physical, and/or psychological action, directed against one person (or a

group of persons) by another person (or a group of other persons).

Harassment may include:

- ❖ Written or verbal abuse or threats;
- ❖ Sexually oriented comments;
- ❖ Racial or ethnic slurs;
- ❖ Unwelcome remarks, jokes, innuendoes, or taunting about a person's body, attire, age, marital status, ethnic or racial origin, religion, etc.;
- ❖ Displaying of sexually explicit, racist, or other offensive or derogatory material;
- ❖ Sexual, racial, ethnic, or religious graffiti;
- ❖ Unwelcome sexual remarks, invitations or requests whether indirect or explicit, or intimidation;
- ❖ Leering (suggestive staring), or other obscene or offensive gestures;
- ❖ Physical contact such as touching, kissing, patting, pinching, etc.;
- ❖ Physical assault.

What about Reprisal?

As part of your right to freedom from harassment, **Refresco Canada Inc.** employees are protected from reprisal or the threat of reprisal.

Reprisal may include situations in which an employee is:

- ❖ Denied or threatened with denial of promotional advancement, training, or other employment related opportunities or benefits;
- ❖ Discipline or threatened with disciplinary action;
- ❖ Dismissed or threatened with dismissal.

In circumstances where the employee has:

- ❖ Rejected the sexual advances of a Supervisor or other person in authority who could be perceived to have influence over employment decisions affecting the employee;
- ❖ Made a complaint of harassment.

Reprisal may also include situations an employee's co-worker(s) or business associates who, because the employee has made a complaint of harassment, engage in harassment of the employee; ostracize or isolate the employee; and/or engage in any behavior with the intent to intimidate, threaten, humiliate, hurt, or adversely affect the work performance or working conditions of the employee.

What happens if harassment occurs?

Any person who has authority to prevent or discourage harassment will be held responsible for failing to exercise this authority.

Managers and Supervisors of **Refresco Canada Inc.** are responsible for preventing and discouraging harassment by:

- ❖ Understanding and upholding the principles of this policy; and ensuring that all employees are treated fairly and equitably;
- ❖ Communicating **Refresco Canada Inc.'s** objective to create and maintain a harassment-free work environment;
- ❖ Taking all complaints of harassment seriously by investigating complaints in a thorough and sensitive manner and taking prompt action to resolve the situation in accordance with procedures outlined in the following sections.

All employees of **Refresco Canada Inc.** have a responsibility not to harass any other employee. Employees who experience harassment are encouraged to make it known to the individual(s) in accordance with the following and/or report the incident(s) in accordance with the complaint procedure that follows. Employees who witness harassment or who become aware that an employee is being harassed are encouraged to report the incident with the complaint procedure.

Complaint Procedure

Employees who experience harassment are encouraged to make it known that the behavior is offensive and contrary to the **Refresco Canada Inc.'s** policy. If confronting the individual(s) directly is not possible or if after doing so, the harassment continues, employees should:

- ❖ Report the incident(s) to their Supervisor; or
- ❖ To any other member of their departmental Management.

If these avenues are unavailable or inappropriate, complaints may be made to:

- ❖ Any member of **Refresco Canada Inc.** Management;
- ❖ A Union Representative (if appropriate);
- ❖ Human Resources department.

Employees are encouraged to report incidents of harassment. Employees who experience harassment and who bring the incident(s) to the attention of Management will receive the full support of **Refresco Canada Inc.**

Complaints will be addressed in a sensitive, responsible, and timely manner. Complaint documentation does not become part of the complainant's personnel or performance record. The Company will not disclose either the name of a complainant or the circumstances related to the complaint to any person, except and to the extent such disclosure is necessary for the purpose of investigating the complaint or taking disciplinary measures in relation thereto.

Employees who experience harassment are specifically protected under the Human Rights Code and have the right to file their complaint with the Human Rights Commission.

Complaint Investigation and Resolution

The aforementioned complaint procedure sets out a number of avenues for reporting incidents of harassment. Once a complaint is reported, immediate action must be taken as follows:

- ❖ The complaint must be documented and immediately forwarded to the Human Resources department. The complaint should include all relative information about: person(s) involved; nature of incident; date, time, and place of incident; names of witnesses, if any; and any other information which the employee feels is relevant to the case;
- ❖ If the complaint is made to the Supervisor of the work area where the incident(s) occurred, an investigation must be initiated. Advice or assistance may be obtained from the Human Resources department. Upon notification of the complaint, Human Resources may intervene in the investigation;
- ❖ If the complaint is made to any other member of Management or to a Union Representative, it must be documented and immediately referred to the Human Resources department who will ensure that an investigation is initiated;
- ❖ The investigation will include discussion with the complainant, the person(s) against whom the complaint has been laid, witnesses, if any, and anyone else who may

be able to provide useful input into the investigation. The investigation and all discussions will be held in the strictest confidence and all involved will be so advised.

Discipline

If the complaint is substantiated, action will be taken to discipline the person(s) responsible for the harassment based on the severity of the incident, up to and including termination.

7.04 Filing a Complaint

Employees are encouraged to follow the Company reporting procedure but may also confidentially report a complaint or issue to any Union Official or Steward. Employees are protected from reprisal or the threat of reprisal.

Article 8 – Grievances

8.01 The Union Stewards herein referred to shall be full-time employees of the Company in the bargaining unit and shall be a minimum of two (2) Union Stewards.

The Union will notify the Company in writing of the names of such Stewards and may also notify the Company of the names of not more than an equal number of additional employees at each location who may serve as alternate Stewards in the absence from work of a regular Steward. The Company will not recognize any individual as a Steward until it has received such notification from the Union.

8.02

Grievances:

- (a) Any complaint, disagreement, or difference of opinion between the Company and the Union or the employees covered by the Agreement which concerns the interpretations, application, operation, or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.
- (b) An employee who has a complaint or a grievance will ordinarily discuss the matter with his/*her* immediate Superior and if the matter is not resolved in that discussion, he/she may refer the question to his/her Steward for consideration. However, should the nature of the complaint or grievance be such that the employee prefers to refer it to his/her Steward and/or Union Representative first, and then he/she may do so.
- (c) Any employee, the Union, or the Company may present a grievance. Any grievance which is not presented within fourteen (14) days following the event giving rise to such grievance (except by errors in respect to the employee's compensation which must be presented in writing within fourteen (14) days of the employee becoming aware of the event giving rise to such grievance), or within ten (10) days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party.
- (d) All grievances, except those submitted by the employee to his/her immediate Superior or to the Union, shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party; the Company shall then reply, in writing, to the Union's letter setting

forth its answer to the points raised by the Union in its grievance.

(e) The procedure for adjustment of grievances and disputes by an employee shall be as follows:

1st Step: By a discussion between the employee and the Union Steward and employee's immediate Superior and/or Manager. If a satisfactory settlement cannot be reached within five (5) days, then within ten (10) days:

2nd Step: The Union Representative(s) may take up the matter with the Company's official designated by the Company to handle labour relations matters. If a satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to Arbitration, as per Article 8.04. It is agreed that under unusual circumstances an employee may take his/her alleged grievance directly to the Union.

8.03 Appropriate Management Representative

The Company Representative as referred to in the grievance procedures shall be as follows:

Step 1: Supervisor or his/her designate

Step 2: Manager or his/her designate

8.04 Arbitration

Should any grievance (as defined in Article 8.02 (a) hereof) arise which is not satisfactorily determined under the foregoing provisions, and should either the Union or the

Company desire to carry the matter further, the matter shall then, by notice in writing, be given to the other party within thirty (30) working days from the giving of the latest decision referred to above, be referred either by the Company or the Union to arbitration as provided below.

8.05 Any matter referred to arbitration as provided for in Article 8 hereof shall be heard by a single arbitrator who shall be chosen having regard to his/her impartiality, his/her qualifications in the interpretation of agreements, and his/her familiarity with industrial matters.

An earnest effort will be made by both the Company and the Union to reach mutual agreement on the person to be requested to serve as arbitrator but if such agreement cannot be reached within fifteen (15) working days of the date of notice of arbitration, then either party may make application to the Mediation Service Branch under the Labour Relations Code of Alberta for a list of arbitrators and shall proceed with the selection of an arbitrator under the provisions of the Alberta Labour Relations Code.

The Company and the Union shall be responsible for one half (1/2) of the expenses of and fees payable to the arbitrator.

The findings of the arbitrator as to the facts and as to the interpretation, application, administration, or alleged violation of the provisions of the Agreement shall be conclusive and binding upon the Company, the Union and the employees.

Article 9 – Seniority

- 9.01 (a) Seniority of an employee shall mean the length of his/her service with the Company in the Bargaining Unit covered by this Agreement, as defined in Article 2.02, except as provided in Article 9.01(b).
- (b) The Union and the Company agree any employee taking a position outside of the bargaining unit (as defined in Article 2.01) shall lose all seniority rights.

A copy of each updated seniority list will be given to UFCW Local 401 and a copy will be given to the local Union Steward every six (6) months.

- 9.02 An employee's service with the Company shall be broken if that employee:
- (a) Quits.
- (b) Is laid off for a period:
- (i) Equal to his/her seniority if his/her seniority is less than twelve (12) months,
 - (ii) Of twelve (12) months if his/her seniority is greater than twelve (12) months but less than sixty (60) months,
 - (iii) Of twenty-four (24) months if his/her seniority is greater than sixty (60) months.
- (c) Is discharged and is not reinstated.

- (d) Fails to return to work on the expiration of any period of leave granted by the Company unless excused by the Company.
- (e) Is absent from work for more than three (3) consecutive working days, without a bona fide reason or without notifying the Company and receiving permission to be absent, such permission shall not be unreasonably withheld.
- (f) Otherwise ceases to be employed by the Company, or
- (g) Has been laid off and fails to report for work within three (3) working days after written notice has been received by registered mail or cannot be reached by registered mail to the last address the Company has on file from the employee unless a bona fide reason is provided.

The Company further agrees with respect to Article 9.02 that an employee finding alternate employment when laid off for a period in excess of fifteen (15) working days shall be allowed five (5) working days to make necessary arrangements to return to work.

9.03 Job Posting

- (a) When a full-time job in a seniority group becomes vacant, the Company shall post a notice of such job vacancy on the Union bulletin board for a period of three (3) working days. During that period, any employee who has seniority may make written application for the vacant job. The Company will consider all applications, with consideration of seniority, skill, and ability. Where skill and ability are relatively equal among the applicants, the senior qualified applicant will be given preference.

- (b) The Company will select the successful applicant within ten (10) working days of the close of the posting period and will, within a further three (3) working days, advise the employee concerned, post the decision on the bulletin board, and endeavour to fill the position as soon as possible in consideration of adequate training for the vacated position.
- (c) The first two (2) job vacancies which may be created as a result of the selection of an employee under the provisions of Article 9.03 (a) and (b) hereof shall also be posted in accordance with the provisions of those paragraphs.
- (d) Employees on vacation will be provided reasonable opportunity to make such written application for all postings.
- (e) Any job vacancy (or vacancies) which may be created as a result of the selection of an employee to fill a job vacancy posted under the provisions of Article 9.03 (c) may be filled by the Company in accordance with the provisions of Article 9.04 hereof, but posting of such ensuing vacancy (or vacancies) shall not be required.
- (f) In the event that the Company has no employee who can satisfactorily fulfill the normal requirements of a job vacancy, and if there is, at that time, no qualified employee on layoff covered by this Agreement who wishes to exercise the right of temporary transfer, the Company may hire a new employee to fill such vacancy. The Company may fill any vacancy, temporarily, pending completion of the procedures set out herein.

- (g) When an employee has received a change of job or shift assignment under the provisions of this Article 9.03, he/she shall not be entitled to apply for a posted vacancy during the following six (6) months, unless such job vacancy is in a wage classification higher than his/her own.
- (h) While the intent of this article is to provide employees with a means of expressing personal preference in the assignment of their regular duties, it is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job or shift.
- (i) A copy of each job posting and notice of successful applicant will be given to the Local Union and copies of same will also be mailed to the Union office.

9.04

It is understood and agreed that the provisions of Article 9.03 shall apply only in the case of “permanent” vacancies. However, when there is a temporary vacancy (including vacancies created by the addition of temporary shifts), and the Company expects such work to be available for a period in excess of ten (10) working days, the Company shall, in so far as the requirements and efficiency of operations will permit, make such temporary assignment available to qualified employees on a seniority basis. For this purpose, seniority shall be recognized by job classification, within the following departmental groupings:

- ❖ Forklift Operators
- ❖ Sanitation
- ❖ Machine Operators

- ❖ Quality Assurance
- ❖ Syrup Makers
- ❖ Receivers
- ❖ Floaters
- ❖ Licensed Journeyman
- ❖ 4th Class Power Engineer
- ❖ Controls/PLC Specialist

Upon completion of such temporary assignment, the affected employee will revert to his/her regular job and/or shifts, provided such work is available for him/her, or otherwise he/she shall be re-assigned having regard to his/her seniority and the provisions of this Agreement.

When in the judgment of the Company it is practical, appropriate, and timely to do so, the Company will endeavour to make available to employees who are likely to be candidates for a temporary promotion (and who would otherwise be qualified for such temporary promotion) or who are likely to be subject to layoff, the opportunity of receiving such training as may be necessary to enable them to satisfactorily perform the work so made available to them. An employee who has received such training shall not then be entitled to refuse an assignment to the position for which has been trained.

9.05 Demotions

If, as the direct result of a reduction in the work force, one (1) or more demotions should become necessary, it is agreed that employees shall be demoted according to their plant seniority provided the senior employee is qualified and able to

perform the work of the employee he/she replaces. It is understood, however, that this Article 9.05 shall not apply in the case of an employee who is demoted as a result of his/her misconduct or his/her inability to satisfactorily perform the work required; it being further understood, however, that if within thirty (30) working days of receiving a promotion an employee requests to be relieved of his/her new responsibilities or is demoted due to his/her inability to satisfactorily perform such new duties, he/she shall be permitted to revert to his/her former position and in so doing may displace the employee who succeeded him/her in that position.

9.06 The Company will endeavour to allow senior employees the opportunity to perform their preference in available duties within their classifications when possible.

9.07 Layoff and Recall

- (a) In the event of layoff, the Company shall first layoff temporary employees and then probationary employees provided the senior employee is qualified and able to perform the work of the employee he/she displaces. If further layoffs are required, employees shall be laid off according to their plant seniority provided the senior employee is qualified and able to perform the work of the employee he/she displaces.
- (b) Employees with seniority who are laid off shall be recalled in reverse order to that in which they were laid off, provided the senior employee is qualified and able to perform the work required.
- (c) In the event of a curtailment of business or in the event of changed conditions which will cause a shortage of

work, the Business Representative assigned by the Local Union will be given reasonable notice of the Company's intention to layoff regular employees or to schedule some of them for less than full-time hours or for hours other than regular hours in lieu of layoff.

This notice will permit discussion of the problem and provide an opportunity for either the Business Representative assigned by the Local Union or the Company to make suggestions which could eliminate or reduce the extent of the layoff or short time situation anticipated.

- (d) No full shifts of overtime are to be worked before calling in laid off employees according to their seniority, skill, and ability to work said shifts.
- (e) In the event of technological change, the Company will meet with the Union as soon as is practical on the issue to discuss how this will affect employees prior to implementation.

9.08 Contracting Out Work

The Company shall continue its practice in contracting out work. The parties agree that in the event of a lay-off situation and there is general clean up or labour (i.e. painting) that our members can do, he/she shall be recalled from layoff.

9.09 Severance Pay

- (a) Employees with one (1) year, or more of service, whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business, shall receive termination

pay of two (2) weeks pay for each year of service with the Company, up to a maximum of fifty-four (54) weeks, at the rate of pay the employee was receiving on the date of termination.

The above shall not apply when an employee resigns, retires, or is discharged for cause.

- (b) Severance pay will be applicable in the event of layoff where the layoff exceeds twelve (12) months, or an employee elects to take such severance pay, if offered by the Company, at the time of layoff in which case such employee will have no further claim to work or right to recall with the Company.

Article 10 – Hours of Work and Overtime

- 10.01 The Company shall continue its practice of scheduling hours of work. The Company shall endeavour to accommodate two (2) weeks on, two (2) weeks off scenarios on a fair rotation by department and classification.

For the purpose of this Agreement, the normal work week shall commence on Sunday at 6:00 p.m. to Sunday 5:59 p.m., and all work performed in a shift or other similar work period (including any extension thereof) shall be deemed to have been performed in the same day in which that shift or other similar work period commenced.

The Company shall give two (2) hours notice before requesting overtime after the end of a normal working day except in a case of an emergency, unless otherwise mutually agreed between the employee and the Company.

10.02 For the purpose of this Agreement, employees are to be compensated for all time worked.

10.03 (a) For employees on a five (5) day work week, the sixth (6th) day worked shall be paid at time and one half (1 ½ X) and the seventh (7th) day worked shall be paid at double time (2X), providing a full scheduled shift has been worked on the sixth (6th) day unless for bona fide reasons.

(b) For employees on a four (4) day work week, work on the fifth (5th) day shall be paid at time and one half (1 ½ X) and work on the sixth (6th) or seventh (7th) day shall be paid at double time (2X), providing a full scheduled shift has been worked on the fifth (5th) day unless for bona fide reasons.

(c) For employees working a twelve (12) hour work week shift rotation, they shall be paid at time and one half (1 ½ X) for all hours worked for the first additional shift in each work week rotation and double time (2X) for all hours worked on the second or more additional shifts worked in the same week rotation. The work week rotation may begin on any calendar day of the week.

For all employees working a twelve (12) hour work week shift, they shall be paid at time and one half (1 ½ X) for all hours worked for the first additional shift in each work week and double time (2X) for all hours worked on the second or more additional shifts worked in the same work week.

(d) The basic work week shall consist of five (5) days of eight (8) hours of work and/or four (4) days of ten (10) hours of work. Any time worked in excess of eight (8) hours or

ten (10) hours, as the case may be, in any one (1) day shall be paid for at time and one half (1 ½ X) the basic wage rate.

(e) Disqualification for Overtime (Eight (8) Hour and Ten (10) Hour Shifts).

Employees shall not qualify for the overtime rate on the applicable shift until they have completed their basic work week as per Article 10.03 (d), unless for bona fide reasons.

10.04 During a week in which a paid holiday occurs, the basic hours of work shall be reduced by one (1), eight (8) hour day, ten (10) hour day, or twelve (12) hour day, as the case may be, for each paid holiday observed.

10.05 It is agreed that in the case of an employee or employees scheduled to exceed a basic work day, they must complete their work schedule. However, they may be excused on presentation of satisfactory personal reasons at the time of being scheduled to work overtime or may be released from such work assignments if a satisfactory replacement is immediately available.

10.06 It is agreed that it is the function of the Company to determine when overtime is necessary and to schedule overtime work.

10.07 If an employee has been absent due to illness and/or injury and is able to return to work, he/she must advise his/her immediate Supervisor no later than 3:30 p.m. on the day preceding his/her return to work. If the employee does not advise his/her Supervisor of his/her return, the Company will assume that he/she will not be reporting for work and will

assign his/her area of responsibility to a replacement and work is not guaranteed for the employee for that day.

An employee must call in one (1) hour prior to the start of his/her morning shift and three (3) hours prior to the start of his/her afternoon, evening, night, or weekend shift on the first day of absence due to illness or injury.

- 10.08
- (a) For an eight (8) hour work day there shall be one (1) unpaid fifteen (15) minute rest period per day taken approximately two and one quarter (2 1/4) hours into the shift and one (1) paid thirty (30) minute rest period taken approximately five (5) hours into the shift. If an employee is required to work at least sixty (60) minutes of overtime in addition to his/her regular shift, he/she shall be allowed an additional fifteen (15) minute paid rest period. Should an additional two (2) hours of overtime be required, another fifteen (15) minute paid break shall be allowed during those two (2) hours.
 - (b) For a ten (10) hour work day there shall be two (2) paid fifteen (15) minute rest periods, one taken approximately two and one half (2 1/2) hours into the shift and the other taken approximately eight (8) hours into the shift. There shall also be one (1) unpaid thirty (30) minute rest period taken approximately five (5) hours into the shift. If an employee is required to work at least sixty (60) minutes of overtime in addition to his/her regular shift, he/she shall be allowed an additional fifteen (15) minute rest period. Should an employee agree to work an additional two (2) hours of overtime, another fifteen (15) minute paid break shall be allowed during those two (2) hours.
 - (c) For a twelve (12) hour work day, employees shall receive three (3), twenty (20) minute paid breaks spread out as

evenly as possible throughout the scheduled shift. If an employee agrees to work overtime in addition to his/her regular shift, he/she shall be allowed an additional fifteen (15) minute paid rest period at the commencement of overtime, for the first two (2) hours. Should an additional two (2) hours of overtime be required, another fifteen (15) minute paid break shall be allowed during those two (2) hours.

10.09 Overtime to be scheduled by seniority by classification provided they have the skill and ability to perform such overtime work. (i.e. Overtime scheduled at least forty-eight (48) hours in advance, or on a Saturday and/or Sunday.)

- (a) In the event that the Company's needs cannot be entirely satisfied in that manner, the overtime opportunity will then be made available to other hourly rated employees based on skill, ability, and seniority. Where skill and ability are relatively equal among those available for the overtime, the senior qualified person will be given preference.
- (b) The Company will give consideration to employees who are unable to work overtime for bona fide reasons for professional appointments and personal commitments. In the case of unscheduled overtime, employees will advise the Company a minimum of four (4) hours prior to the end of the normal working day. In the case of scheduled overtime, the Company will not unreasonably deny an employee's request to not work overtime for bona fide reasons. Employees will limit their requests to be excused.
- (c) Overtime schedule to include start time and anticipated finish time subject to Company requirements.

If actual finish time exceeds the anticipated finish time then a fifteen (\$15.00) dollar meal allowance shall be included in the employee's pay cheque.

- (d) No employee will be required to work more than ten (10) days in succession unless mutually agreed to. In the event a less senior employee has worked ten (10) days and does not mutually agree, reverse seniority will apply. In the case of major equipment failure, this article will not apply to the Maintenance Department.
- (e) An employee, upon written request, will have the option of banking their overtime earned, and/or replenished to a maximum of eighty (80) bankable regular hours and paid at the applicable rate of pay. No more than seventy-two (72) hours may be taken as time off per calendar year. The banked overtime may be paid out at any time or taken as paid days off from January 15th, to March 15th, and September 15th, to November 15th. No request for time off will be unreasonably withheld. Any unused banked overtime may be carried over into the following calendar year; however the overtime bank may not exceed eighty (80) hours at any given time.
- (f) It is further agreed that overtime will not normally be assigned to temporary or probationary employees while regular employees are willing to perform such overtime and are qualified and able to perform the work required.
- (g) In the case of unscheduled overtime, the Company will, in so far as the requirements and efficiency of operations will permit, to make such overtime available on a seniority basis to those employees who are available on the Company's premises at the time such overtime is to commence and who are qualified and able to perform the

work required. It is further agreed that overtime will not normally be assigned to temporary or probationary employees while regular employees are available on the Company's premises at the time such overtime is to commence who are willing to perform such overtime and are qualified and able to perform the work required.

In the event that the Company's needs cannot be entirely satisfied in this manner, the overtime will be made available to employees offsite by seniority by classification, provided the individuals have the skill and ability to perform such overtime work.

- (h) It is understood that to facilitate the distribution of overtime work, employees may be required to indicate their desire for such assignments by signing an "employee available for overtime" list and that repeated refusal of overtime work after having indicated availability of such assignments, and/or accepting and then not showing up for a scheduled overtime shift unless for a bona fide reason, may result in that employee being excluded from further consideration under these provisions for a period of thirty (30) working days. It is further understood that in the event that all overtime requirements cannot be filled on a voluntary basis, such work may then be assigned (subject to applicable law) on a reverse-seniority basis to those employees who are qualified and able to perform the work required. A master overtime sign-up sheet is to be posted by the punch clock by 3:00 p.m. every Monday for the week. Shop Stewards or the Union Representative may request and shall be provided copies of the master overtime sign-up for the current week and/or the previous week's master overtime sign-

up sheet from the Plant Manager or designate, or the Human Resources Manager.

- (i) The classifications of Receiver and Floater are deemed sub-classifications of Forklift Operator for the purposes of scheduling overtime.
- (j) The maintenance classification of Licensed Journeyman, Controls/PLC Specialist, 4th Class Power Engineer, and PM Technician are deemed the same classification for the purposes of scheduling overtime.

10.10 In the event of any unscheduled overtime worked by a plant employee, immediately after his/her regular shift, a meal allowance as outlined in 10.09 (c) will be included on the employee(s) pay cheque, if the worker's overtime is in excess of two (2) hours. If the unscheduled overtime is expected to last at least sixty (60) minutes, the employee shall be allowed a fifteen (15) minute rest period. Should an additional two (2) hours of overtime be required, another fifteen (15) minute paid break shall be allowed during those two (2) hours.

10.11 Regarding Hours of Work and Overtime

The parties agree as definition of reasonable overtime work per employee shall be two (2) hours per day or ten (10) hours per week to complete necessary daily tasks.

10.12 "Emergency" Overtime

The following examples of an "emergency" for overtime purposes are for illustrative purposes only and in no way limit the definition of what an emergency may be: Examples of an emergency for overtime purposes include:

- ❖ Late orders submitted by customers;
- ❖ Late supply of raw materials by a supplier;
- ❖ Breakdown of machinery.

10.13 The Company agrees to notify the employee(s) of changes in schedule no less than two (2) weeks in advance.

10.14 When an employee reports to work at the customary time scheduled for him/her without being notified to the contrary and is assigned less than four (4) hours of work, he/she shall be paid at least four (4) hours at straight time rates. It is understood that an employee may be assigned under such circumstances to work somewhere other than his/her regular assignment.

10.15 The Company will post the employee work schedule by 3:00 p.m. on Thursday, or sooner if possible.

10.16 It is understood that should there be a need for the Company to implement twelve (12) hour shifts, the Union and the Company agree to meet to determine the structure and implementation procedures regarding such twelve (12) hour shifts.

10.17 Maintenance Employees

In order to adequately maintain the production floor equipment and Plant infrastructure, Maintenance Personnel may be required to work one (1) of the following shift schedules:

- ❖ Four (4) consecutive shifts at twelve (12) hours, followed by four (4) consecutive days off – days or rotating days/nights.
- ❖ Four (4) consecutive nights at twelve (12) hours, followed by two (2) consecutive days off; followed by four (4) consecutive days at twelve (12) hours, followed by six (6) consecutive days off – rotating days/nights.
- ❖ Two (2) consecutive days at twelve (12) hours, followed by two (2) consecutive days off; followed by three (3) consecutive days at twelve (12) hours; followed by two (2) consecutive days off; followed by two (2) consecutive days at twelve (12) hours; followed by three (3) consecutive days off.

In the event that the Company finds it necessary to change employees from one rotation shift to another rotation shift as shown above, they will give all affected employees thirty (30) days notice prior to making the change. In the event of an emergency, the Union and the Company will meet and resolve the issue in a diligent manner.

The standard work week for Maintenance employees on twelve (12) hour shifts may commence on any calendar day and shall begin with a regularly scheduled block of consecutive work days.

Shift premiums shall be outlined in Article 11 – Shifts and Shift Premiums.

Twelve (12) hour shifts commencing on Sunday night, ending Monday morning, shall be paid in the Sunday pay period that the shift commenced on.

Overtime will continue to be calculated on the base rate without the shift premium.

Maintenance employees on the twelve (12) hour shifts shall continue to receive three (3), twenty (20) minute paid breaks.

Shift start and end times will be 6:00 to 6:00 daily for all employees. In the event of a problem with the start and finish times, the Union and the Company will meet and resolve the issue in a diligent manner.

10.18 Weekend Shifts

All employees required to work a twelve (12) hour work day weekend shift Friday, Saturday, and Sunday, will be paid at their current classification and receive a shift adjustment to the equivalent of forty (40) hours.

Article 11 – Shifts and Shift Premiums

- 11.01 An employee shall work a full straight shift of eight (8) hours, ten (10) hours, or twelve (12) hours as the case may be.
- 11.02 Full-time and probationary employees required to work the afternoon shift, will be paid a shift premium of **one dollar twenty (\$1.20) cents per** hour.
- 11.03 Full-time and probationary employees required to work the night shift will be paid a shift premium of **one dollar twenty-five (\$1.25) cents per** hour.
- 11.04 For the purpose of this Article 11 the following defines when shift premiums will be paid.

(a) For an Eight (8) Hour Shift

No premiums will be paid for work performed during shifts commencing between 4:00 a.m. and 11: 59 a.m.

Afternoon shift premiums will be paid for work performed during shifts commencing between 12:00 noon and 5:59 p.m.

Night shift premiums will be paid for work performed during shifts commencing between 6:00 p.m. and 3:59 a.m.

(b) For a Ten (10) Hour Shift

No premiums will be paid for work performed during shifts commencing between 4:00 a.m. and 2:59 p.m.

Night shift premiums will be paid for work performed during shifts commencing between 3:00 p.m. and 3:59 a.m.

11.05 The above-mentioned shift premiums will be separate and apart from the employee's hourly rate and are to be added to that rate while the employee works either afternoon or night shifts.

Article 12 – Holiday Pay

12.01 (a) The expression "holiday" wherever used in this Agreement shall mean one of the following:

- ❖ New Year's Day
- ❖ Alberta Family Day

- ❖ Good Friday
- ❖ Victoria Day
- ❖ Canada Day
- ❖ Civic Holiday
- ❖ Labour Day
- ❖ Thanksgiving Day
- ❖ Remembrance Day
- ❖ Christmas Day
- ❖ Boxing Day

- (b) If, during the life of this Agreement, a holiday should be declared by government which is not listed above and which is to be generally observed in the Province of Alberta, such holiday shall be observed and paid by the Company under the same terms and conditions as apply to the holidays which are listed above.

12.02 (a) Should any of the holidays mentioned above fall on a non scheduled work day (i.e. Saturday or on a Sunday), the regular working day which is closest thereto will normally be designated as the holiday.

- (b) If, however, any question should arise as to the day in the year to be designated as any one of the holidays mentioned above, the Company shall decide the question for purposes of this Agreement.

12.03 Each employee ***is entitled to General Holiday pay if they have worked for the Company for at least thirty (30) work days and*** provided that he/she is at work on his/her last regular workday before the holiday and his/her first regular workday after the holiday. An employee's holiday pay for each such holiday shall be an amount equal to his/her regular hourly rate, multiplied by eight (8) hours or ten (10) hours or

twelve (12) hours depending on the shift being worked during the pay period in which the holiday falls.

If an employee has been laid off due to lack of work and a holiday occurs during the lay off period, he/she shall not be paid for it. However, should an employee be recalled within ten (10) days of the holiday occurring, the employee shall be paid for it.

12.04 An employee who was absent on his/her last regular workday before and/or his/her first regular workday after the holiday will qualify for holiday pay as set out in Article 12.03 above if such absence:

- (a) Is paid for under the provisions of Article 15.01 hereof (Bereavement Pay), or
- (b) Is paid for under the provisions of Article 16.01 hereof (pay for Jury or Witness Duty), or
- (c) Has been approved by the Company, or
- (d) Is absent due to a bona fide reason.

12.05 Should the Company require the employee to work the holiday because of business requirements, it is understood the employee will cooperate under these circumstances.

12.06 When an employee is required to work any hours on any of the plant holidays referred to in Article 12.01, he/she shall receive double time (2X) for the hours worked in addition to pay for the holiday and if called in to work on such a day, he/she shall be provided at least four (4) hours of work or pay at the double time (2X) rate.

Article 13 – Vacations

- 13.01 Every employee who, during the life of this Agreement, completes one (1) year of continuous employment with the Company will qualify for a vacation with pay, unless he/she has already been granted and has taken a vacation with pay in respect of that year of employment. Seniority as defined in Article 9.01 (a) shall be the date established to qualify for vacations.
- 13.02 The length of vacation to which each employee will be entitled will be governed by the total length of his/her continuous service with the Company, and will be determined from the schedule in Article 13.04 below.
- 13.03 For each week of vacation leave an employee shall receive two (2%) percent per week based on the previous year’s gross earning shown on the T4 slip.
- 13.04 Schedule of Vacation with pay entitlement during the life of this Agreement.

<u>Length of Service</u>	<u>Length of Vacation</u>	<u>% of Earnings</u>
1 year completed or more	2 weeks	4%
4 years completed or more	3 weeks	6%
8 years completed or more	4 weeks	8%
15 years completed or more	5 weeks	10%
20 years completed or more	6 weeks	12%

Length of service shall be defined as the number of years of service since attaining seniority. For the purpose of vacation entitlement, all seniority dates will be calculated as if they were January 1st of the calendar year in which seniority was attained.

- 13.05 For the purpose of this Article 13, a week shall mean a period of seven (7) consecutive days, including Saturdays, Sundays, and holidays falling within the period of vacation.
- 13.06 Should one or more holidays named in Article 12.01 hereof fall within the period of an employee's vacation, the holiday(s) will be added to the end of the vacation period with pay unless otherwise mutually agreed to between the employee and Management.
- 13.07 Vacation pay will be directly deposited into the employee's account as it becomes payable when the employee takes his/her vacation time off. The Company agrees, upon notification from the employee, to advance his/her vacation pay prior to his/her vacation on a separate pay cheque. Such notice to be given at least two (2) weeks prior to the employees planned vacation.
- 13.08 (a) Summer vacations shall be limited to two (2) weeks which shall be scheduled during the period between the third Monday in May and the third Friday in September but where ever practical, vacation shall be taken outside this period if mutually satisfactory to the employee and Management.

Following the confirmation and posting of the master vacation schedule, the Company may make available a limited number of three (3) week vacation opportunities during the period outlined above. The decision to grant these periods will be at the discretion of the Company and such requests shall not be unreasonably denied.

Additional weeks of vacation shall be taken outside the regular summer vacation period at a time mutually satisfactory to the employee and Management.

A master vacation schedule is to be posted by the punch clock by January 1st of each year. The master vacation schedule shall be removed by February 15th and confirmed and posted on the bulletin board no later than March 15th of each year.

- (b) Employees shall have the choice of vacation periods in accordance with their seniority provided such choices are made prior to February 15th of each year and subject to the Company's right to limit the number who may take vacations in their respective classifications at any one point in time in the interest of efficient operations.

13.09 Employees who have extenuating circumstances may move vacation from one (1) year to the following year in increments of not less than one (1) week. The employee must inform the Company in writing at least two (2) months prior to December 31st. Vacation for the current year and any carry forward must be taken consecutively.

13.10 Vacation Payment on Termination

All terminations shall be handled on the following basis:

- (a) Employees who had received their vacations earned prior to termination shall receive a pro rata payment of four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent based on their seniority at the time of termination.
- (b) Employees who had not received their earned vacations prior to termination shall receive their regular vacation pay in addition to pro rata payment of four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent,

twelve (12%) percent based on their seniority at the time of termination.

13.11 Notwithstanding anything in this Article contained, an employee granted a leave of absence in any year of his/her continuous employment shall be granted and shall take a pro-rated vacation with pay in respect of the portion of that year during which he/she was not on such leave of absence.

13.12 All vacations must be taken within the calendar year to which they relate. If a seniority employee has been laid off in a given calendar year for ten (10) or more working days, he/she may then receive his/her vacation entitlement in lieu of taking time off if he/she so desires.

13.13 *An employee will be allowed to sign up for overtime in the weeks they are away on holidays to express their availability to work. The Company will only be obligated to call employees on vacation if the Company needs can't be met by the employees that have signed up and are scheduled to work regular hours that week.*

Article 14 – Work Clothing

14.01 The Company will supply to each employee (other than a probationary employee or a temporary employee) without cost as reasonably required by him/her during each year of this Agreement the items of Standard Work Clothing to the total amounts specified in the following schedule.

Standard Plant Work Clothing consisting of the following:

- Three (3) trousers
- Two (2) sweatshirts

- Five (5) T-shirts
- Two (2) golf shirts
- One (1) jacket every two (2) years
- One (1) toque each year
- Five (5) standard coveralls for Maintenance/Sanitation

The Company will supply any employee required to wear rubber boots when needed.

For employees working in Quality Assurance the Company will also issue four (4) lab coats per year.

NOTE:

Where the Company considers it to be appropriate, receive one (1) or more pairs of coveralls in lieu of shirts and trousers, on the basis of one (1) pair of trousers and two (2) shirts being the equivalent of one (1) pair of coveralls.

14.02 It is understood and agreed that an employee will receive only garments of the type specified for his/her particular group (as described in Article 14.01 above) and that the quantities listed for each group represent the maximum number of garments which will be issued free of charge to any one employee during any year of the life of this Agreement. Every employee to whom work clothing is provided under this Article 14 is expected to wear during his/her working hours the Standard Work Clothing specified for his/her particular group.

14.03 It is agreed that all employees will clean and maintain their own work clothing in a neat and presentable fashion.

14.04 Following completion of the probationary period, new regular employees will be issued work clothing as soon as practical

and such first issue will be a full year's entitlement as set out above. If the new regular employee receives his/her first issue within six (6) months of the next annual issue to all employees, he/she will not be entitled to such next annual issue.

14.05 Safety Footwear

The Company will, by January 15th of each calendar year, issue a cheque to each regular full-time employee who has attained seniority for the purpose of safety footwear in the amount of:

January 15 th , 2017	\$240.00
January 15 th , 2018	\$240.00
January 15 th , 2019	\$240.00

Any cost in excess of such allowance shall be paid by the employee. To meet the required safety standards, all such footwear must have steel-toe caps and puncture-resistant soles (green patch) and any additional safety footwear purchased for at-work wear must meet the same specifications.

Employees are expected to ensure that their safety footwear is in good condition and they may be directed by the Company to immediately replace their footwear, if it is found to be unsatisfactory.

Probationary employees are required to purchase their own approved safety footwear and will receive the allowance on successful completion of their probationary period and appointment as regular employee on a pro-rated basis.

Temporary employees are required to provide their own approved safety footwear.

14.06 Hair Net

Hair net to be worn by all personnel entering the plant.

14.07 Lockers

The Company will provide lockers for all full-time employees.

Article 15 – Bereavement Pay

15.01 In the event of the death of the wife, husband, legal dependent, child, father, mother, brother, sister, mother-in-law, or father-in-law, that employee will be allowed such time off, with pay, as may be reasonably required in the circumstances. The extent of such leave shall be in the sole discretion of the Company but the general standard shall be three (3) consecutive working days. In the event of the death of an employee's grandmother, grandfather, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, or nephew, that employee will be allowed one (1) day off, with pay, to attend the funeral. It is further agreed that these provisions shall be interpreted to include step-relatives, same sex, and common-law spouses. It is also agreed that the bereavement leave as referred to herein may be increased by up to two (2) days travel time, provided that such additional time off is necessary in the particular circumstances and that approval is obtained in advance of departure.

Article 16 – Paid Time Off

16.01 Jury Duty

An employee who is called for Jury Duty, Jury Selection, Witness Duties, and/or who is subpoenaed to appear in Court as a witness will receive for each day off the difference between his/her regular earnings for that day and the amount of the fee received from the Court, provided that the employee furnishes the Company with a certificate of service and satisfactory evidence as to the amount of fee received.

When an employee appears for the above duties, their basic work week will be reduced by the number of days that they attended.

16.02 Sick Pay

- (a) Every seniority employee who has completed one (1) or more years of continuous employment with the Company shall be entitled, in each year of the life of this Agreement, to payment for up to fifty-six (56) hours of absence due to bona fide illness.
- (b) The sick pay credit of a seniority employee who has not completed a full year of continuous employment with the Company shall be computed on the basis of four point seven (4.7) hours credit for each completed month of continuous employment.
- (c) No payment shall be made under this Article 16.02 for any day of absence in respect of which the employee is eligible for full or partial payment under any other article of this Agreement or from any plan or fund to which the Company contributes (e.g. the Group Insurance Plan,

Workers' Compensation, Employment Insurance, Government Pension Plan, etc.).

- (d) An employee who at the conclusion of the calendar year, has an unused sick pay credit of at least forty (40) hours may, provided he/she has not been absent in that calendar year for any reason other than:
 - (i) Bona fide illness (i.e. a claim for eight (8) hours of illness, leaving forty (40) hours sick pay credit remaining), shall not disqualify an employee from the provisions of this Article 16.02 (d), or
 - (ii) A paid absence referred to in Article 16.02 (c) above, or
 - (iii) An unpaid absence for bereavement, the birth of a son or daughter, or because of the closing of the plant by the Company due to an Act of God.

Receive in lieu of the cash payment referred to in Article 16.02 (a) above, a forty (40) hour leave of absence at his/her regular rate of pay. Such leave of absence is to be taken outside the regular vacation period (as referred to in Article 13.08 (a) hereof) and at a time to be mutually agreed upon by the employee concerned and the Company. Should such an employee have an unused sick pay credit of forty-eight (48) hours then in addition to the forty (40) hours leave of absence with pay for which he/she qualified under the above provisions, he/she will be paid for the remaining eight (8) hours at the regular rate of pay that was in effect for him/her on the first day of the contract year. It is agreed that such leave shall be taken within the first three (3) calendar

months of the year at a time which is mutually satisfactory to the employee and Management.

- (e) All unused sick hours at the end of the calendar year not utilized as outlined in Article 16.02 (d) above will be paid by January 15th of the following year at the rate of one hundred (100%) percent of the unused hours at the applicable employee's regular hourly rate. If an employee uses any sick hours during the year, he/she shall be paid seventy-five (75%) percent of his/her hourly rate of each hour used.
- (f) The Company will not require doctor's certificates from employees unless:
 - (i) The employee has been formally advised that their attendance record is unacceptable and that doctor's certificates will be required in the future, or;
 - (ii) The duration of the absence, or circumstances surrounding the absence, require justification.

16.03 Work Accidents

Where an employee is the victim of an accident while at work and so suffers an injury requiring professional medical attention, the Company agrees that he/she shall suffer no loss of earnings on the day of the accident by reason of his/her necessary absence from work to receive such treatment.

An employee absent due to illness or injury shall regularly update the Company on the employee's return to work status, including the next scheduled medical appointment, possible return to work date and any work restrictions, if applicable. The employee must ensure the

Company has updated medical documentation supporting such absences from work at all times.

Article 17 – Wages

17.01 (a) The wage classifications and the hourly wage rate applicable to each such wage classification are set out below:

Wages	Rate From Feb 01/19	Effective Feb 01/20	Effective Feb 01/21	Effective Feb 01/22	Effective Feb 01/23
Increases Per Year		1.50%	1.50%	1.50%	1.50%
Temporary	\$18.58	\$18.86	\$19.14	\$19.43	\$19.72
Probationary	\$21.44	\$21.44	\$21.76	\$22.09	\$22.42
Shipper	\$28.73	\$29.16	\$29.60	\$30.04	\$30.49
Line Drivers	\$28.73	\$29.16	\$29.60	\$30.04	\$30.49
Receiver	\$29.41	\$29.85	\$30.30	\$30.75	\$31.21
Floater	\$29.41	\$29.85	\$30.30	\$30.75	\$31.21
Machine Operator	\$28.73	\$29.16	\$29.60	\$30.04	\$30.49
QA Technician	\$29.94	\$30.64	\$31.10	\$31.57	\$32.04
Syrup Maker	\$29.41	\$30.10	\$30.55	\$31.01	\$31.47
Sanitation	\$28.73	\$29.16	\$29.60	\$30.04	\$30.49
Licensed Journeyman	\$40.89	\$41.50	\$42.12	\$42.75	\$43.39
4 th Class Power Engineer	\$40.89	\$41.50	\$42.12	\$42.75	\$43.39
Controls/PLC Specialist	\$40.89	\$41.50	\$42.12	\$42.75	\$43.39
PM Technician	\$30.15	\$30.60	\$31.06	\$31.53	\$32.00

Wages	Rate From Feb 01/19	Effective Feb 01/20	Effective Feb 01/21	Effective Feb 01/22	Effective Feb 01/23
Lead Hand Premium	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Maintenance Tickets		\$2.68	\$2.68	\$2.68	\$2.68
Traffic Coordinator Premium	\$0.59	\$0.59	\$0.59	\$0.59	\$0.59

(b) Wage rates for new hires “after probation”.

Full-time Hours			<u>Rate</u>
1	-	700	\$1.50 less per hour than full-time classification rate
701	-	1,400	\$1.00 less per hour than full-time classification rate
1,400	-	2,100	\$0.50 less per hour than full-time classification rate

(c) Lead Hand

To be selected at the discretion of the Company. Responsible for all activities of the production line assigned to the individual. Will supervise all line employees but will not discipline in any respect. There shall be one (1) Lead Hand on each shift in the second warehouse.

(d) Receiver and/or Floater

To be selected based on skill, ability, and seniority. Where skill and ability are relatively equal among all of the applicants, the senior qualified applicant will be given

preference. Responsible for all paperwork involved in shipping and/or receiving requirements and forklift operation.

(e) Dual Ticketed Employees

Maintenance employees who have dual tickets or credentials (relevant trades or credentials, as deemed by the Company) will receive a premium of two dollars sixty-eight cents (\$2.68) in addition to their rate of pay established in this article.

17.02 Upon the establishment of a new classification not shown in the Agreement; the Company will notify the Union in writing. Such job classification and rate will be subject to negotiation between the parties.

17.03 The temporary and probationary rate for Maintenance classifications and Quality Assurance Technicians will be no less than two (\$2.00) dollars per hour below the then current full-time rate for the above positions. It is the Company's decision to set the exact wage rate for the above temporary and probationary positions, within the foregoing range.

17.04 Where an employee is temporarily transferred to a job which carries a higher rate of pay than the job from which he/she was transferred and provided that he/she remains in such higher rate job for a period of more than four (4) consecutive hours, he/she shall be paid at the higher rate for all time worked in such higher rated job.

17.05 Where an employee is temporarily transferred to a job which carries a lower rate of pay than the job from which he/she was transferred and while work is available for him/her in the job from which he/she was transferred, he/she shall continue

to be paid at the higher rate. Where, however, there is no work available for him/her in the job from which he/she was transferred, he/she shall be paid at the rate of the job to which he/she was transferred.

17.06 Payroll Resolution

The employee shall be paid every two (2) weeks via direct deposit.

In the event of a mistake in the employee's pay cheque, the Company shall reimburse the employee within three (3) business days, provided the mistake involves a sum of one hundred (\$100.00) dollars gross or more.

17.07 Group Retirement Savings Plan

Effective one (1) year from the employees start date and thereafter on every pay period, the Company will meet the employees contribution to a maximum of three (3%) percent of the employees earnings, defined to include only regular earnings, overtime, shift premiums, vacation, and Statutory Holiday pay, Union hours into a group RSP.

Effective eight (8) years from the employee's start date, and thereafter on every pay period, upon written request the Company will match the employee's contribution to maximum of five (5%) percent of the employee's earnings, defined to include only regular earnings, overtime, shift premiums, vacation, and Statutory Holiday pay, into a group RSP.

Effective February 1st, 2018 the Company will match the employee's contribution to a maximum of five and one quarter (5.25%) percent of the employee's earnings. Effective February 1st, 2019 the Company will match the employee's

contribution to maximum of five and one half (5.5%) percent of the employees earnings.

Effective the first complete pay period after ratification of this Agreement, the group retirement savings plan shall have a two (2) years vested period for all present and future employees. After the vested period and in the event an employee withdraws any amount of money from the plan, the Company contribution shall cease for a period of **six (6) months**.

The administrator of the plan shall notify the Company of such withdrawal. The employees may continue their contributions.

Such investment shall be in the employee's name "immediately". Notwithstanding the above, the employees shall be entitled to contribute an amount of their choice by payroll deduction into the RSP.

The employee can only change the amount of the deduction once each year. The employee must notify the Company in writing of their desire to change the amount of their contribution by December 15th of each year. Once the Company has been notified, the change will take effect on February 1st of the following year. Should there be no requests for a contribution change; the original contribution amount shall be deducted.

Article 18 – Safety

18.01 The employees will cooperate in the strict observance of all safety regulations at all times.

Employees will make full use of all safety and accident prevention devices and equipment as provided, and maintain safe working practices during their hours of employment within the plant. It is the responsibility of the employees to observe all safety provisions and to immediately advise their Supervisor or Operations Manager, and the Safety Committee of any unsafe working conditions.

18.02 The Company agrees to continue to maintain provisions for the safety of its employees in its plant during the hours of employment and to provide an accident prevention program with reference to accident hazards. For the safety of employees operating in the plant, the Union members of the Safety Committee shall be appointed by the Union. The Health and Safety Committee will meet monthly.

18.03 Any outstanding matter relevant to safety conditions may be brought up and dealt with at a meeting between the Union and Management, should the matter not be resolved between the Safety Committee and the Company.

18.04 It is the responsibility of the Company to maintain and ensure that all equipment used by the employees be in proper operative condition.

18.05 The Company shall comply with the Occupational Health and Safety Act and all other relevant legislation in the area of health and safety.

Article 19 – Bargaining Unit Work

19.01 Plant Supervisors or office staff will not perform work customarily performed by employees in the bargaining unit, except:

- (a) As a result of urgent or emergency conditions.
- (b) For the purposes of demonstration or training.
- (c) To occasionally relieve an employee for a short period of time.
- (d) When a regular employee is not available due to being late for work or absent from work and a suitable replacement is not available.

19.02 The Company agrees that if the contracting out of any work normally performed by employees in the bargaining unit would result in the layoff of any regular employee, the Company will meet with the Union to discuss ways and means of reducing the impact of such change on the employee(s) to be affected.

The Company also agrees that it will not, during the life of this Agreement, extend its present practices with respect to the contracting out of work provided that the Company has the capability (i.e. the facilities, equipment, and/or required workforce skills) to perform such work within the bargaining unit without serious impairment to the normal efficiency of operations.

Article 20 – Health Insurance Plan

- 20.01 The Company will continue to provide extended health care benefits as they currently exist under the Group Insurance plan including Life Insurance, AD & D insurance, Weekly Indemnity insurance, Vision Care, Dental coverage, Med Pack insurance, and Long-term Disability insurance. The Company will pay seventy-five (75%) percent of the total cost of such plan with the employee paying the other twenty-five (25%) percent. This will be effective the first complete pay period after ratification.
- 20.02 Should the Alberta Government reinstate Alberta Health Care premiums the Company agrees to pay one hundred (100%) percent of the Alberta Health Care premiums for all seniority employees. Should this take effect, Article 20.02 will replace Article 20.06.
- 20.03 ***Effective November 22nd, 2019, amend the current health insurance plan to reflect vision care in the amount of **three hundred twenty-five (\$325.00)** dollars every two (2) years.***
- 20.04 Massage fifty (\$50.00) dollars per visit – up to a maximum of five hundred (\$500.00) dollars per year.
- Chiropractic forty (\$40.00) dollars per visit – up to a maximum of five hundred (\$500.00) dollars per year.
- 20.05 Dental Coverage:
- ❖ 90% Preventive
 - ❖ 80% Other Basic
 - ❖ 85% Restorative

Maximum of two thousand (\$2,000.00) dollars per year.
Current eligibility period.

Sixty (60%) percent Orthodontic, maximum three thousand (\$3,000.00) dollars life time.

Premium cost sharing shall be seventy-five (75%) percent for the Company and twenty-five (25%) percent for the employee. Dental coverage shall be effective after successful completion of the probationary period.

20.06 Disabled Employees

The Company agrees to make every reasonable effort to provide suitable, modified, or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of occupational or non-occupational disability.

Cases of this nature will be reviewed on an individual basis by the Company and the Union, taking into consideration the needs of the business and the necessity to provide work assignments which will make a positive productive contribution to the Company's operation and the employee's well being. By mutual agreement between the parties, provisions of this Agreement may be amended or waived by Letter of Understanding, to meeting the needs of the disabled employee concerned and to modify the duties of a particular position.

It shall be the responsibility of the Facility Manager or designate to investigate a suitable program with the goal of accommodating disabled employees.

20.07 As a result of the recent changes to the Provincial administration of Alberta Health Care Premiums, the

Company will compensate all employees having reached seniority as of the date of ratification, April 2nd, 2009, six hundred (\$600.00) dollars on a separate pay cheque on the first full pay period after the date of ratification, April 2nd, 2009 and annually in the last full pay period prior to January 31st during the life of the Collective Agreement. This compensation will be subject to any applicable changes in legislation.

20.08 **Paramedicals**

The current paramedical coverage provides an array of per visit maximums up to either an annual number of visits, or annual maximum. Remove the per visit limits and provide a uniform level of coverage of one hundred (100%) percent up to five hundred (\$500.00) dollars per paramedical category.

Article 21 – Maternity/Parental/Adoption Leave

21.01 **Maternity**

On the written request of the employee, the Company will grant a leave of absence without pay for maternity reasons to any regular employee. Such requests shall be accompanied by a medical certificate stating the expected date of delivery.

A leave of absence for maternity reasons may commence up to three (3) months prior to the expected date of delivery and may continue for up to one (1) year (**sixteen (16)** weeks Maternity and thirty-seven (37) weeks Parental/Adoption leave for a combined total of **sixty-two (62)** weeks) after the actual date of delivery. Employees are expected to give at least thirty (30) days' notice of the date on which such leave is to commence and those desiring to return to work shall

notify the Company in writing of their intentions not less than thirty (30) days prior to the actual date of return.

It is understood that the Company may require an employee to commence such a leave of absence at any time that the duties of the position cannot reasonably be performed by a pregnant woman or if the performance of her work is materially affected by pregnancy or if her health would be jeopardized by her continuance of work.

It is further understood that if a doctor has certified in writing that an employee's health would be jeopardized by her return to work at the end of the one (1) year period of leave after the actual date of delivery, the Company will give consideration to an extension of the leave of absence for up to a further two (2) months after the actual date of delivery.

If the employee has government hospital/medical coverage through the Company and/or coverage under the Extended Group Insurance Plan (with the exception of Weekly Income Benefits) she may, if she so wishes, continue such coverage during the period of leave by payment of the full premiums as they become due. The portion of such premiums normally paid by the Company will be reimbursed to the employee upon her return to active service for a period of at least ninety (90) working days.

An employee's seniority shall not be broken because of a leave of absence for maternity reasons.

The Company will endeavour to return the employee to her former position; however at minimum will return her to a comparable position at the completion of her leave of absence.

The employee, when returning to work, shall give the Company four (4) week's notice of date of return and submit a certificate from her doctor, indicating that her resumption in employment will not, in his/her opinion, endanger her health.

21.02 Parental/Adoption Leave

An employee may request a parental or adoption leave of absence without pay for the care and custody of a newborn child or an adoptive child under the law of the Province. Such leave of absence will be to a maximum of **sixty-two (62)** weeks. Further, such leave of absence shall be granted provided the employee requests the leave in writing at least thirty (30) days, where possible, before the date specified in the application as the date the employee intends to commence the leave. Such requests shall be accompanied by a medical certificate stating the expected date of delivery and/or confirmation of the birth/adoption of a child. The leave will be taken during the first **sixty-two (62)** weeks after the birth of the child or, in the case of an adoption, after the child comes into the custody of the employee.

Employees will continue to accrue seniority while on such leave and will be entitled to and will accrue any other benefits provided to employees on unpaid leaves of absence.

Employees will have the option of maintaining their coverage under the Company benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

Employees who choose not to maintain their benefit coverage under the Company benefit plan will have their benefits reinstated upon return to work.

The employee, when returning to work, shall give the Company four (4) weeks' written notice of return to work.

The Company will endeavour to return the employee to his/her former position; however, at minimum, will return him/her to a comparable position at the completion of his/her leave of absence.

21.03 Leave of Absence

Employees having completed their probationary period may request a leave of absence, without pay, for a period not to exceed four (4) months, upon written application to the Plant Manager, with a copy to the Human Resources department of the Company. Requests for leave of absence will be adjudicated on the basis of merit, compassion, and the operational needs. Final approval of leaves of absence will rest with the Plant Manager. Personal leaves of absence will not be considered during the prime time vacation period (i.e. April 1st to September 30th) and will not be unreasonably denied. If the request is refused, the employee and the Union shall be so advised in writing as to the reasons for the refusal. For compassionate reasons, the Company may extend the period of time for such leave of absence beyond four (4) months as herein provided.

21.04 Compassionate and Family Leave

Compassionate and **F**amily **L**eave without pay will be dealt with on an individual basis and will be available to all employees.

21.05 An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence.

Article 22 – Tool Allowance

22.01 The Company will replace worn out or broken tools for all maintenance personnel, upon proof of same.

The Company will provide insurance for Maintenance employees that are required to have their own tools at work. The insurance will cover fire up to a maximum of two thousand (\$2000.00) dollars. The employee will be required to give the Company a complete listing of all tools and shall update the list on a regular basis.

Article 23 – General

23.01 Labour/Management Committee

In order to promote harmonious relations between the parties, the Company and the Union shall establish a Labour/Management Committee which shall consist of no more than four (4) members of Management and four (4) members of the Union. The Plant Manager of the Calgary Plant shall be one of the Management representatives and shall serve as the Company co-chairperson of the Committee. The Local Union Business Agent shall be one of the Union representatives and shall serve as the Union co-chairperson. The Committee will meet no more than four (4X) times per year and agree to meet within three (3) weeks of either party requesting to have a Labour/Management Committee meeting. An agenda will be prepared prior to each meeting and, by mutual consent, a summary of the issues discussed will be posted on the bulletin board after each meeting. The Labour/Management Committee shall have no authority to change, delete, or modify any terms of the existing Collective

Agreement, or to settle or discuss grievances arising under this Agreement.

23.02 Entire Agreement

This Agreement constitutes an entire, total, and complete Agreement between the parties and concluded collective bargaining for its term, only subject to the specific contractual provisions stated in this Agreement or as desired by both parties and each party's designated labour relation representatives to mutually agree to extend, amend, or supplement the Agreement during its term, in writing, approved and signed by each party's duly authorized representatives.

This Agreement supersedes all prior Agreements of whatever kind or character.

23.03 The Company and the Union endorse the principles contained in the Alberta Human Rights Act.

23.04 Food Safety

The Company and employees expect and demand that food be safe to consume.

The Company agrees to be candid and forthright with respect to issues of food safety.

Audits and other information relevant to food safety issues will be shared with the Union when applicable.

Employees can speak freely with both Management and the Union, regarding food safety issues and are expected to bring any potential food safety issue forward to Management.

The Company will adopt a “nothing to hide” approach to food safety.

23.05 Apprenticeship/Training Program

The Company agrees to continue the current practice of the apprenticeship/training program.

23.06 Job Descriptions

Should job descriptions contained within the Collective Agreement require revision or update, Management will commit to provide the Union with the updated job descriptions and the opportunity for the Union to provide feedback.

Article 24 – Duration of Agreement

24.01 This Agreement shall take effect as of February 1st, **2020**, and shall remain in full force and effect up to and including February 1st, **2024**, and from year to year thereafter unless written notice of the intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days prior to an annual expiration date.

Signed this _____ day of _____, **2020.**

For The Company:

For The Union:

Company Committee:

Curtis Pettit
Catherine MacFarlane
Brian Geisel

Bargaining Committee:

Brian Feser
Ken Hamilton
Stephen Doucet
Michelle Cahill
Al Olinek

This Agreement was ratified on **November 22nd, 2019.**

Maintenance Job Description

Job descriptions for Maintenance and Lead Hand Maintenance to be forthcoming. However, we need the full cooperation of all Maintenance employees to ensure that these job descriptions can be completed comprehensively and on a timely basis.

Can Line Lead Hand Job Description

Can Line Lead Hand:

- ❖ Reports to the Lead Hand, Production Supervisor, and the Production Manager.
- ❖ Must have an operational knowledge of all equipment on the Can Line and be able to replace any operator who is missing or who needs a break.
- ❖ Always have the latest version of the Can Line Production Schedule and communicate with the Production Coordinator, Quality Assurance, the Syrup Maker, and all Can Line operators as to any changes that may be required.
- ❖ Work closely with the Filler Operator, Quality Assurance, and the Syrup Makers to perform flush outs and product changes. Always insure pressures, brix, and temperatures are correct before starting a product and that the changeover procedures are followed.
- ❖ Insure all products being run conform to the Product Specifications on the computer and in the Product Specifications Binder in the Lead Hand office.
- ❖ Follow all Quality Assurance and Production Line procedures.

- ❖ Work with the Can Line operators to perform package changeovers in an efficient and careful manner. Insure the correct settings are being used, correct parts installed, and that no mechanical defects exist that will damage the equipment or the product. Report any mechanical problems to the Mechanics or your Supervisor.
- ❖ Insure operators are following all production, Quality Assurance, Maintenance, Warehouse, and Safety procedures.
- ❖ The Lead Hand will assign other duties for employees if the Can Line is not operating or has a mechanical breakdown for an extended period of time.
- ❖ Insure the operators are keeping their areas clean at all times. The Lead Hand may have to relieve the operators to allow them to dump their garbage or do some cleaning.
- ❖ Work closely with all departments to improve quality, increase efficiencies, increase yields, and eliminate out-of-specification or damaged product.
- ❖ Know and assist operators to perform sanitation procedures on your equipment as required.
- ❖ Insure the Can Line equipment is performing as it should. Inform the Line Mechanic, Supervisor, or Maintenance Manager as to any problems that must be dealt with at breaks or after shifts.
- ❖ Always keep a close watch on supplies and notify the Production Coordinator or Operations Manager of any shortages.
- ❖ When more than one (1) shift is operating, the Lead Hands must communicate with each other as to any supply, mechanical, or scheduling problems which have occurred on their shifts.

- ❖ Insure all products are correctly marked and the case quantities are right.
- ❖ Complete all required reports in an efficient and timely manner. Insure the reports are accurate and legible.
- ❖ The Lead Hand starts thirty (30) minutes early every morning to insure that the line is set-up and ready to run.
- ❖ On the afternoon or midnight shifts, when no Management people are on premise, the Lead Hands are responsible for all aspects of the production plant. If a situation arises that needs advice or assistance from Management, the Lead Hand will call Management at home.
- ❖ Perform any other duties assigned by the Lead Hand, Supervisor, or Management when the Can Line is not operating, (i.e. Bottle Line, Water Line, Repacks, Dumping, or Sanitation).

Bottle Line Lead Hand Job Description

Bottle Line Lead Hand:

- ❖ Reports to the Production Supervisor and the Production Manager.
- ❖ Must have an operational knowledge of all equipment on the bottle line and be able to replace any operator who is missing or who needs a break.
- ❖ Always have the latest version of the bottle line production schedule and communicate with the Production Coordinator, Quality Assurance, the Syrup Maker, and all the bottle line operators as to any changes that may be required.

- ❖ Work closely with the Filler Operator, Quality Assurance, and the Syrup Makers, to perform flush outs and product changes. Always insure pressures, brix, and temperatures are correct, and that the changeover procedures are being followed.
- ❖ Insure all products are being run conform to the Product Specifications on the computer and in the Product Specifications Binder in the Lead Hand office.
- ❖ Follow all quality assurance and production line procedures.
- ❖ Work with the bottle line operators to perform package changeovers in an efficient and careful manner. Insure the correct settings are being used, corrects parts installed, and that no mechanical defects exist that will damage the equipment or the product. Report any mechanical problems to the **M**echanics or your Supervisor.
- ❖ Insure operators are following all Production, Quality Assurance, Maintenance, Warehouse, and Safety procedures.
- ❖ The Lead Hand will assign other duties for employees if the bottle line is not operating or has a mechanical breakdown for an extended period of time.
- ❖ Insure the operators are keeping their areas clean at all times. The Lead Hand may have to relieve the operators to allow them to dump their garbage or do some cleaning.
- ❖ Work closely with all departments to improve quality, increase efficiencies, increase yields, and eliminate out of specification or damaged product.
- ❖ Provide training, direction, and assistance to operators as needed.

- ❖ Know and assist operators to perform sanitation procedures on the equipment as required.
- ❖ Insure bottle line equipment is performing as it should. Inform the Line Mechanic, Supervisor, or Maintenance Manager as to any problems that must be dealt with at breaks or after shifts.
- ❖ Always keep a close watch on supplies and notify the Production Coordinator, or Manager of any shortages.
- ❖ When more than one (1) shift is operating the Lead Hands must communicate with each other as to any supply, mechanical, or scheduling problems which have occurred on their shifts.
- ❖ Insure all products are correctly marked and the case quantities are right.
- ❖ Complete all required reports in an efficient and timely manner. Insure the reports are accurate and legible.
- ❖ The Lead Hands starts thirty (30) minutes early every morning to insure that the line is set-up and ready to run.
- ❖ On the afternoon or midnight shifts, when no Management people are on premise, the Lead Hands are responsible for all aspects of the production plant. If a situation arises that needs advice or assistance from Management, the Lead Hand will call Management at home.
- ❖ Perform any other duties assigned by the Supervisor, or Management when the bottle line is not operating. (i.e. Can Line, Water Line, Repacks, Dumping, or Sanitation).

Job Description for the Maintenance Lead Hand

1. The Lead Hands duty will be to schedule the PM's and file the information onto the PM log for a machine history on a daily basis.
2. Every morning to check the mechanical workbook, from the previous shifts, and re-schedule any unfinished work.
3. Instruction and training on all machines for the mechanical staff, making sure all manuals are available.
4. Every day to walk the production line with the **Mechanic** on shift, looking for any problems, or possible preventative measures before a problem occurs.
5. Every day to check each of the machine operators, for the setup and the running of the machine.
6. Log all parts used from the previous shifts, and enter a purchase order with the cost and delivery date to the Manager for approval.
7. Order all the parts that have been asked for by the mechanics, or electricians, and put their order form back into their work slot with a delivery date.
8. Enter on the parts board, the delivery date of all major parts.
9. Update the inventory in the stockroom, and the day to day parts in the workshop.
10. Insure the parts are laid out for any job or project that has been planned.
11. Planning of the overtime shift work, with the mechanics available.

12. Read the log books on each machine for any problems from the previous shifts.
13. Meeting with the Manager and the production Supervisors to plan any downtime or labor to complete a job or project.
14. The Lead Hand will be acting Supervisor, when the Manager is out of the plant, and will have the full responsibility to keep the plant and the Mechanical Department running.

Signed this _____ day of _____, **2020.**

For The Company:

For The Union:

Company Committee:

Bargaining Committee:

Curtis Pettit
Catherine MacFarlane
Brian Geisel

Brian Feser
Ken Hamilton
Stephen Doucet
Michelle Cahill
Al Olinek

This Agreement was ratified on **November 22nd, 2019.**