



**COLLECTIVE
AGREEMENT**

BETWEEN

WESTERN WAFFLES

AND

**UNITED FOOD & COMMERCIAL
WORKERS
CANADA, LOCAL 175**

TERM:

JULY 1, 2020 – JULY 1, 2023

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WHEREAS, the Employer and the Union desire to establish and maintain conditions which will promote an harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustments of disputes which may arise between them.

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer Western Waffles Corp., its successors and assigns, in the Province of Ontario, save and except clerical office employees who do not work in production, product development and quality testing employees who do not work in production, shift supervisors and those above the rank of shift supervisor.
- 1.02 This Agreement shall apply to all employees in the bargaining unit and the words “Employee” and “Employees” shall be used hereinafter to describe such employees, subject to terms subject to the terms and conditions of this Agreement and the letters appended hereto.
- 1.03 Recognized representatives of the Union, not employed by the Employer, may be granted permission to visit the plant during working hours to interview members of the Union Committee or Shop Stewards. Permission must first be obtained from the Manager, or his designate. Such permission will not be unreasonably withheld.
- 1.04 Space (2’x3’) for two (2) Union bulletin boards will be made available by the Employer for the posting of Union notices. All notices shall be submitted to the Manager or his designate for approval before posting.

ARTICLE 2 – PURPOSE OF THIS AGREEMENT

- 2.01 The intent and purpose of this Agreement is to promote and improve industrial and economic relations in the industry, to establish and maintain a high degree of discipline and efficiency, and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.
- 2.02 The parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure equitable terms of employment satisfactory to the employer and employees, to provide methods of fair and peaceful adjustments of all disputes which may arise between them and foster goodwill, friendly relations and understanding between the parties. The Union and Employer pledge to work together to foster a harmonious relationship between all employees, ensuring a high-performance operation, and meet the expectation of our customers. Together we will focus on improving our business understanding and education, engaging all employees in an

understanding of how they impact the business results. We will mutually agree to respond to the changing needs of the workforce, business and the customer.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The management of the plant and other business activities of the Employer covered by this agreement are solely and exclusively the right of management. The parties hereto expressly recognize and agree that the Employer has and retains all of those rights and prerogatives which it had prior to the signing of this Agreement with the only exceptions being those which are specifically and explicitly spelled out in the Agreement itself. The Employer agrees not to exercise its management rights in a manner inconsistent with the collective agreement. The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, transfer, promote, classify, demote or discipline employees, provided that a claim of discriminatory promotion, demotion, shift change or job transfer, or a claim that an employee has been discharged or disciplined without just cause may be subject of a grievance dealt with as hereinafter provided; and
- (c) generally, to manage, control, continue, discontinue in whole or in part, the industrial enterprise in which the employer is engaged.
- (d) issue reasonable work rules/policies and procedures to administer such work rules/policies.

ARTICLE 4 – DUES CHECKOFF

4.01 Every employee who is a member of the Union on the date of the execution of this Agreement shall maintain his membership in the Union during the term of the Agreement as a condition of continued employment with the Employer.

4.02 Every employee whose employment commences on or after the date of the execution of this agreement shall Join the Union upon employment and serve a probationary period of four hundred and eighty (480) hours worked. The probation period may be extended by mutual agreement between the Employer and the Union.

The Employer agrees to deduct Union dues for each week of employment of all employees in the bargaining unit commencing with the first full pay period worked by the employee who has become a member of the Union. The Union agrees to save the Employer harmless.

4.03 Check-Off Process & Procedure

- (a) The Employer agrees to deduct initiation fees, union dues, fines, assessment and arrears, upon receipt of the appropriate of authority to do so upon written request from the UFCW Canada, Local 175 Office.

- (b) All membership applications and all monies deducted from employees' earnings pursuant to this article are to be forwarded to the Union. The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be in a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union, and the Employer, to the extent possible, considering systems capabilities, manpower, cost and resources, will provide the following current information, as known by the Employer. Notwithstanding the above, the Employer shall at a minimum continue to provide information as it has done in the past.
1. S.I.N.
 2. Employee number, if applicable
 3. Full Name (last/First/Initials)
 4. Full address, including City and Postal Code
 5. Telephone number (including area code)
 6. Date of hire
 7. Rate of pay
 8. Classification
 9. Full-time and part-time designation
 10. Union due deducted (or the reason a deduction was not made). If the dues are deducted weekly, report requires five (5) columns for reporting.
 11. Total dues deducted
 12. Back dues owing
 13. Vacation pay breakdown of dues owing
 14. Initiation fees deducted
 15. Total initiations fees deducted
- (c) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and any changes in the amount to be deducted.
- (d) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by Law, and as are authorized by the terms of this agreement.
- (e) Upon resignation, layoff or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit the same to the Union.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claim demands, and with liabilities that may arise for the purpose of complying with the provisions of this clause.

ARTICLE 5 – MUTUAL RIGHTS AND BENEFITS

- 5.01 No employee shall be asked or permitted to make any verbal or written contract which may limit, alter, modify or conflict with the stipulations of this Agreement.
- 5.02 The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or continue to work. The Employer agrees that during the term of the Agreement there will be no lockout.
- 5.03 Where the word “Employer” or “Company” appears it shall mean Western Waffles Corp., Brantford, Ontario.

Where the word “Union” appears, it shall mean United Food and Commercial Workers Canada, Local 175.

ARTICLE 6 – REPRESENTATION

6.01 Shop Stewards

- (a) The Union is entitled to appoint or elect from among the employees in the bargaining unit, up to seven (7) Union Stewards to a maximum two (2) from each shift and one (1) in the maintenance department (preferably from different departments) who are employed and represent employees in the bargaining unit. The duties of the Union Stewards shall include assisting in, reporting and resolving grievances within their departments.
- (b) An employee will not be eligible to act as a Steward until after he or she has completed the probationary period.
- (c) The Employer agrees to recognize each duly appointed or elected Union Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (d) The Union Steward’s first obligation is the fulfillment of his or her responsibility as an employee. During his or her working hours, the Union Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (e) The Union Steward must not leave his or her assigned work area on Union business without prior permission. Such permission will not be unreasonably withheld.
- (f) The necessary time spent by Union Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered time worked.
- (g) Under no circumstances shall a Union Steward take action or issue any instructions which will interfere with the operations or affairs of the Employer, or with the management or direction of the workforce.

- (h) The Union Stewards shall not be discriminated against or disciplined for the proper performance or their duties on behalf of the Union.
- (i) The Employer agrees the Union Steward letter and official communications from the Union to its members shall be posted on staff bulletin boards.
- (j) At any meeting in which an employee will be disciplined or subject to questioning by management, the employee will have the right to have a Union Steward present. The employee shall have the option of selecting a Steward that is at work to attend the meetings, if available.

6.02 **Chief Steward**

- (a) The Union shall appoint or elect one of the Union Stewards as the Chief Steward.
- (b) The Employer will recognize the Chief Steward as the ranking representative of the Union in the workplace and the leader of the Shop Stewards; however, it is agreed and understood that no Steward or Chief Steward will replace the function and authority of the full-time business agent of the Union.
- (c) The Chief Shop Steward will be involved in the processing of grievances which progress beyond the first step of the grievance procedure and shall attend negotiations for renewals of the Collective Agreement.
- (d) The Employer shall provide a list of all employees and their posted positions if requested by the Chief Steward.

6.03 Stewards and such other Union officers, as may be appointed or elected by the Union from among employees of the Employer, will not leave their regular duties for the purpose of conducting any business on behalf of the Union or employees without first receiving permission from their immediate Supervisor or his designate. Such permission will not be unreasonably withheld. In consideration of such employees observing the terms of this section, they will be paid for time spent in meetings with the Employer during regular working hours.

6.04 Three (3) employees from the bargaining unit who have completed their probationary period shall be elected or appointed to the Negotiating Committee with the chief steward (one of which shall be from the maintenance department). The Employer agrees to pay lost time while attending negotiations to a maximum of four (4) regular work days, unless otherwise agreed upon by the parties.

6.05 The Employer shall notify the Union office and Chief Steward when each new employee has completed the three (3) month probationary period. This will be done the 10th day of every month.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 STEP 1

If an employee has a grievance concerning any matter within the terms of this Agreement the employee and/or a Steward will take up the matter verbally with the immediate Supervisor of the employee. Failing settlement, the matter shall be referred to the chief steward and Human Resources Manager for resolution.

7.02 STEP 2

Failing settlement at Step 1, the grievance may be put in writing within seven (7) calendar days and submitted directly to the Human Resources Manager. A meeting shall take place at a mutually agreed time. The Chief Steward, Steward, and the Grievor shall attend such meeting with up to an equal amount of Employer Representatives.

7.03 STEP 3

Failing settlement at Step 2, the grievance shall be referred to Step 3. A meeting shall take place at a mutually agreed time between the Human Resources Manager, the Chief Steward, the Grievor, and the Union Representative with up to an equal amount of Employer Representatives. The Human Resources Manager shall render his/her decision in writing within fourteen (14) calendar days of the Step 3 meeting.

7.04 Termination grievances shall be referred directly to the Human Resources Manager within seven (7) calendar days at Step 2.

7.05 The Employer may refuse to consider any grievance, the alleged circumstances of which arose more than seven (7) calendar days before it was presented at Step 1.

7.06 Any and all-time limits fixed by this Article may at any time be extended by agreement between the Employer and the Union.

7.07 If a grievance is not settled to the satisfaction of the employee concerned, if the Union intends to pursue that grievance, it must refer the matter to arbitration within thirty (30) working days of the written decision at Step 3.

7.08 In view of recent changes to the Ontario Labour Relations Act, and resulting decisions therefrom, and in view of the parties' history of amicable Labour Relations, the parties agree to the following:

That neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party written prior notice of its intent to do so.

Should any party serve such notice on the other party the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

ARTICLE 8 – ARBITRATION

- 8.01 The parties agree that all disputes referred to arbitration will be heard by a single arbitrator. When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time shall put forward the names of three (3) proposed arbitrators. Within ten (10) working days thereafter, the other party will either choose one of the proposed names or reject all of them and propose three (3) names of its own. Within ten (10) working days thereafter, the grieving party shall either agree with one of the three (3) names proposed by the other party or request the Minister of Labour for the Province of Ontario to appoint a single arbitrator.
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance, or who is an employee of either the Union or the Employer.
- 8.03 Each of the parties will jointly and equally bear the expenses of the Arbitrator.
- 8.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8.05 The arbitrator is not authorized to make any decision inconsistent with the provisions of this Agreement, nor will they alter, modify or amend any part of its provisions.
- 8.06 In any proceedings before an Arbitrator, either party shall have the right to call any necessary witnesses.
- 8.07 The Arbitrator shall be authorized to determine the arbitrability of any matter referred to arbitration.

ARTICLE 9 – DISCIPLINE AND DISCHARGE OF EMPLOYEES

- 9.01 Subject to the provisions of Article 4.02, the Employer may discharge or otherwise discipline employees for just cause. Such disciplinary action may be subject to the grievance procedure provided herein.
- 9.02 A disciplinary action will no longer be effective after twelve (12) months, provided the employee has not received any other disciplinary action within the prior twelve (12) month period.

- 9.03 Without in any way restricting the right of the Employer to discipline or discharge an employee for other just causes, it is hereby mutually agreed upon by the Union and the Employer that removal from the company premises, without proper authorization of the Employer, materials, products or property, under the care, custody or the control of the Employer, shall be deemed conclusively to be just cause for immediate discharge of any employee.
- 9.04 When a discipline or discharge of an employee is involved, provided a shop steward is on duty, the shop steward will be advised and given an opportunity to be present at any interview which may take place between the Employer and the employee being disciplined or discharged. Where there is no shop steward on duty, the Employer will attempt to contact the Chief Steward or Union Representative via telephone. The parties agree it is preferable to have a steward present during disciplinary meetings.
- 9.05 Whenever an employee is discharged, the Employer shall without reasonable delay, notify the discharged employee in writing of his/her discharge and the reason therefore which notice may be delivered to the discharged employee by hand or mailed to his last address on file with the Employer. A copy will be provided to the Union.
- 9.06 The Employer shall pay any discharged employee all his/her due wages in full on the next scheduled pay date immediately following his discharge and after any wage liability owed by him to the Employer has been paid or satisfied.
- 9.07 An employee who has completed his probationary period may grieve his termination in writing within seven (7) calendar days of the termination. The grievance shall commence at Step 2 of the grievance procedure.
- 9.08 Grievances concerning the discharge of employees may be settled by confirming the discharge or reinstating the discharged person with full compensation for time lost, seniority rights, where applicable, and any other arrangement which is just and equitable in the opinion of the conferring parties or Arbitrator.
- 9.09 An employee discharged without notice will be permitted to talk with his steward for a reasonable time before leaving the premises, provided a shop steward is on duty.

ARTICLE 10 – SENIORITY

- 10.01 (a) For such purposes as outlined in 10.02, bargaining unit seniority shall mean accumulated service with the Employer from their last date of hire within the bargaining unit.
- (b) Once an employee is hired, they shall not have any seniority standing with the Employer for lay-off and recall purposes until they have completed a probationary period of three (3) months within a one (1) year period. Their seniority shall be calculated from their date of hire.

- (c) Their employment may be terminated within this period if, in the Employer's opinion, they would not be suitable for continuing employment and the probationer will have no recourse through the grievance and arbitration procedures.

Upon successful completion of the probationary period, all new employees shall remain members of the Union as a condition of continued employment with the employer.

- 10.02 (a) For purposes of promotion, demotion, layoff, overtime and recall following layoff ability to perform the work, seniority shall be the governing factor for all classifications, where ability is relatively equal to meet all of the normal requirements of the work assigned, seniority will apply.

In the event of a permanent layoff the most junior employees within the plant will be displaced with the exception of maintenance.

- (b) The Employer agrees that whenever training is required the Employer will post and the training will be offered by seniority by shift to the most senior employee. There will be validation upon completion of the training.

10.03 An employee will lose his/her seniority standing if:

- (a) he or she voluntarily leaves the service of the Employer.
- (b) he or she is discharged and not reinstated through the grievance procedure.
- (c) he or she is laid off for a period of twelve (12) consecutive months.
- (d) he or she is promoted out of the bargaining unit to a full time permanent position.
- (e) he or she has been absent from work for twenty-four (24) consecutive months for any reason except for absences in conflict with any federal or provincial law. (10.03) (e) shall apply to absences that commence August 7, 2020.

10.04 An employee's failure to maintain membership in good standing upon notice in writing from the Union to the Employer that an employee:

- (a) is not a member of the Union;
- (b) is suspended from the Union;
- (c) has been expelled from the Union;
- (d) has resigned from the Union;
- (e) the Employer shall immediately discontinue the employment of such employee.

10.05 An employee is responsible for keeping the Employer advised of his current address and telephone number. Recall shall only be made to the last known address recorded with the Employer by the employee. For the purposes of this section, "business day" shall mean 8:30 a.m. to 4:30 p.m., Monday to Friday. Unless an employee is unable to do so for reasons beyond his control, when notified of his recall, he shall advise the Employer of this intention to return to work within one (1) business day after being so notified, and shall return to work within a further two (2) business days. If he fails to do either, his employment is deemed terminated.

10.06 Seniority lists showing the seniority dates and classifications of employees shall be posted on the bulletin boards within 30 days after the signing of this agreement. Such lists will be revised and posted January and July of each year and a copy sent to the Chief Steward.

ARTICLE 11 – LAYOFF AND RECALL

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

- Students will be laid off first; then,
- Probationary employees in the reverse order of their bargaining unit wide seniority; then,
- Part-time employees in the reverse order of their bargaining unit wide seniority.
- Full-time employees in the reverse order of their bargaining unit wide seniority.

It is understood that the remaining employee as outlined above, must have the ability to perform the normal requirements of the remaining jobs. Recall shall be in the reverse order of the above layoff procedure.

11.02 Employees shall have bumping rights in accordance with their seniority. Bumping is defined as follows:

Where a senior employee is to be laid off, or their job has been eliminated he/she will have the option to move into any job for which he/she has the seniority and ability to perform.

11.03 No new employees shall be hired until those laid off have been given the opportunity of recall.

ARTICLE 12 – JOB POSTINGS

12.01 (a) **Eligibility**

- (i) A Notice of any job vacancy or temporary job vacancy that exceeds thirteen (13) weeks in duration or a new job within the bargaining unit will be posted on the plant bulletin boards for one (1) week.

- (ii) This posting will include an outline of the job title, rate of pay, normal duties, hours of work, classification and specific position. General labour positions shall be posted by line. The Union agrees that the Employer shall have the right to transfer employees to meet the needs of the business.
- (iii) During this time, all employees who have completed the probationary period will be permitted to make application by writing their names on the sheet which indicates the vacant or new job.

Employees may provide written notice to the Employer prior to leaving on an approved vacation up to two weeks in duration indicating their desire to be considered for any job postings that may occur during such absence. The Employer shall award the job to the successful applicant.

- (iv) Once a vacant job posting is taken down, the Employer will contact the most senior qualified applicant to confirm their acceptance of the job posting. If that employee does not accept, the Employer will move on to the next senior qualified applicant and so forth.
- (v) The employee shall move into their new position no later than twenty-one (21) days following the completion of the job posting procedure.
- (vi) If the successful applicant is not placed in their new position within twenty-one (21) days after the job vacancy is awarded, the Employer will begin paying the employee the rate of the new job.

If the delay in moving the successful applicant is due to no applicants applying for the vacancy which was created, the Employer shall move the least senior employee from Group A into this vacancy as soon as possible.

(b) **Procedures**

- (i) Step #1 – Job vacancies will be posted and open to all employees that have completed their probationary period and shall be offered to the senior qualified employee.
- (ii) Step #2 – The vacancy that was created by the successful applicant from (Step #1) will be posted in the same method as Step #1.
- (iii) Step #3 – The vacancy that has been created by the successful applicant from Step #2 will be posted in the same method as Step #1.
- (iv) Step #4 – Should a position within the bargaining unit become available following the completion of the job posting procedures

(Steps #1, 2, 3) an additional posting will be posted and awarded to the senior most qualified employee.

- (v) Step #5 – Following the completion of Step #4, the vacancy will be offered to the senior qualified employee in Group A. If there are no applicants for the vacancy posted in Step #4. The Employer shall mandate the least senior employee from Group A to fill the vacancy.

(c) **Temporary Vacancies**

- (i) Temporary vacancies as described above shall be utilized to temporarily replace for employee absences such as, but not limited to; leave of absence, long term illness or accident, and maternity/parental leave.
- (ii) Such postings shall include the effective date, and where known, the length of time that the job is available.
- (iii) In the event a permanent posting becomes available during the time an employee is posted to a temporary job such employee shall have the right to post for the permanent job posting. If successful, the temporary job vacancy shall be reposted for the remainder of time available provided such vacancy is not less than 13 weeks. Successful applicants to temporary postings must remain in that posting for the duration of the vacancy.
- (iv) Upon completion of the temporary assignment such employee shall be returned to the position which they held at the time of the posting.
- (v) In the event an employee is temporarily absent from work for a period more than 13 weeks and less than twelve (12) months, he/she shall be returned to the position that was held prior to such absence. In the event that any employee is absent for more than twelve (12) months, the temporary job vacancy shall be re-posted as a job vacancy. In the event that the position has been filled by another employee, the absent employee upon return shall return to the position that was held prior to such absence and the affected employee(s) shall have the right to exercise their seniority in displacing a junior employee provided they can perform the work required.

The parties understand and agree that the application of the provisions of this Article to any bargaining unit employee are subject to the obligations upon the Union and Employer set out by statute.

- 12.02 To fill positions referred to in Article 12.01, the provisions of Article 10.02 shall apply.
- 12.03 An employee who is successful in obtaining a job referred to in Article 12.01 shall not be permitted to apply to another posted vacancy for a period of twelve (12) months, except where the new vacancy pays a higher rate of pay, or there have been no other applicants. In the event that a new job classification is created, all employees will be eligible to apply for such job posting.
- 12.04 All vacancies of less than thirteen (13) weeks shall be offered to the employees with the ability who are working on a shift where the vacancy occurs. If practical, the Employer will select the senior employee with the ability to do the work required. Upon conclusion of the temporary vacancy, the employees would revert to the positions they previously held.
- 12.05 Where there are no applicants for either vacancies under Article 12.01, management may select an employee to move from one shift to another commencing with the least senior employee who has the skills, ability and experience to perform the available work.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.01 Bargaining Unit Work

- (a) Those persons excluded from the bargaining unit will not perform work which is normally performed by employees in the bargaining unit except:
- (i) cases of emergency;
 - (ii) when regular employees are not available;
 - (iii) for purposes of training; and
 - (iv) for purposes of experimentation with new machines or formulae
- (b) It is agreed that the Employer shall use a time control system for all employees where possible and practical at the discretion of the Employer. It is the employee's responsibility to "scan" in and out and to verify that the scan has been accepted by the system.
- (c) It shall be the duty of the employee to notify the office of any change of address and/or telephone which shall be kept confidential. The employee must provide correct and accurate address and telephone information.

- (d) Notwithstanding paragraph (a), the Employer reserves the right to use temporary employees to supplement the workforce based on cyclical changes in the business, provided such temporary employees do not displace any regular bargaining unit employees and the Employer has exhausted all employees on the on-call list.
- (e) On call employees or a combination of on call employees shall not be used to the extent they prevent the hiring of a full-time employee.
- (f) In the event the Employer needs to send people home the following will apply when practical: The Employer will ask the most senior employee and work their way down in order of seniority for volunteers by job classification before mandating employees from the lowest seniority and up.

13.02 **Footwear**

- (i) Employees will be required to wear appropriate safety footwear at all times while on duty as designated by the Employer according to the job.
- (ii) Employees will be required to purchase their own such footwear within the guidelines herein.
- (iii) The Employer will provide a reimbursement allowance to assist in defraying the costs to employees of appropriate safety footwear for those employees in the bargaining unit required to wear such footwear while on duty.
- (iv) New employees are eligible for the reimbursement allowance upon completion of their probationary period.
- (v) Appropriate safety footwear shall be defined as CSA “green triangle” light duty steel toe safety footwear (“Light”) and CSA “green triangle” heavy duty safety footwear (“Heavy”). The class of footwear required will be designated by the employer according to the job.
- (vi) Effective January 1, 2021 employees shall be eligible to claim the reimbursement allowance up to two hundred dollars (\$200.00) once per calendar year for reimbursement of safety boots, insoles and laces. Employees working in the Mixing and Oven Operator classification may receive an additional pair of safety boots if a need for an additional pair is demonstrated.

Employees that own a permanent job in Shipping/Receiving, Pre-Cool or Maintenance are entitled to three hundred dollars (\$300.00) once per year.

- (vii) Employees wishing to claim the reimbursement shall present the receipt for the purchase to the Manager within thirty (30) of the purchase. The Manager reserves the right to determine as to whether the footwear meets the criteria for reimbursement. The reimbursement shall be made to the employee, free of all taxes and separate from wages, within two weeks.

13.03 (a) **Joint Labour Management Committee**

The Employer and the Union agree to maintain a Joint Union-Management Committee. This committee shall meet to discuss issues relative to the working relationship, to develop an understanding and better communications. Any subject matter may be tabled by either party at said meetings. The Union-Management Committee shall meet in March and September of each year.

(b) **Union Management – Maintenance Committee**

It is agreed and understood that there shall be a joint union-management committee to deal with the fair administration and distribution of working hours, overtime hours, and days off for maintenance workers; and further that the said committee shall have the authority to address other maintenance issues of mutual concern and to make specific, respective recommendations to plant manager.

13.04 **No Discrimination**

The Employer and Union agree that they shall not discriminate against anyone in regards to race, colour, religion, national origin, ancestry, place of origin, physical disability, mental disability, sexual orientation, sex, or for exercising any right under the collective agreement or the Human Rights Act.

13.05 **Health & Safety**

A safety committee of equal number of Union and Employer representatives shall be established and be known as the Plant Safety committee. This committee shall meet once a month to discuss and investigate only matters of safety. The committee shall record minutes of its meeting to be posted in a place for all employees to view. All employees are required to bring concerns of safety to the attention of a safety committee member. This will be done through adherence to the Occupational Health and Safety Act of the province of Ontario.

- 13.06 (a) The Employer agrees to ensure that only accredited personnel are permitted to operate plant refrigeration equipment.

- (b) The Employer and the union agree to properly constitute and establish a workplace health and safety committee to address issues of concern including with respect to time and motion analysis, fire safety, freezer clothing, roof safety lighting, and shop tools and supplies at the appropriate times as per the terms of reference of the committee. The committee's initial meeting will be for the purpose of establishing the terms of reference.

13.07 In order to encourage employees to consider a program of self-development, the Employer agrees to assist employees financially if they elect to register in courses that in the opinion of the Employer are appropriate in advancing the employ of the Employer.

The Employer reserves the right to approve or disapprove courses under this Article and such approval shall not be unreasonably denied.

13.08 Each employee shall be supplied an appropriate uniform and the Employer will be responsible for laundering the uniforms. The uniforms are the property of the Employer and shall not be altered without prior Employer approval. Employees who own a posted position in the freezer shall be supplied with their own suits. Uniforms so provided are not to be removed from the workplace without the permission of the Employer.

13.09 **Training Allowance**

The Employer agrees to pay a premium of one dollar (\$1.00) per hour to any employee assigned to train a new employee or re-train a current employee.

13.10 **Future Expansion**

The Employer agrees that in the event of future production or plant expansion the union will be fully informed and notified as least ninety (90) days before the start of the expansion.

13.11 **Tool Allowance**

The Employer will pay one hundred percent (100%) of the cost of a required tool which is broken in the performance of normal duties by a maintenance employee. The Employer will determine, select, order and make available, as it considers necessary, tools for purchase by maintenance employees.

ARTICLE 14 – LEAVES OF ABSENCE AND TIME OFF

14.01 An employee who is injured at work and who receives medical attention, and as a result is unable to continue work, will be paid for the balance of his regular shift hours at his regular hourly rate.

14.02 (a) In the event of the death of an employee's spouse, child, parent, legal guardian or sibling, the employee will be allowed up to five (5) days leave of absence with pay. These days are to be taken within two (2) weeks from the time of death. Only that portion of the leave of absence that otherwise would have been time worked will be paid. Pay for such time will be at regular hourly rates for regular shift hours. The employee shall be able to hold one of these days with pay for a reasonable period of time in the event of a delayed interment. Appropriate documentation may be required.

- (b) Three days (3) days off with pay will be allowed for the death of a brother-in-law, sister-in-law, grandchild, grandparent, parent-in-law, daughter-in-law, son-in-law. These days are to be taken within two weeks from the time of death. Only that portion of the leave of absence that otherwise would have been time worked will be paid. Pay for such time will be at regular hourly rates for regular shift hours. The employee shall be able to hold one of these days with pay for a reasonable period of time in the event of a delayed interment. Appropriate documentation may be required.
 - (c) In lieu of the above, employees have the option of one (1) scheduled day of bereavement leave with pay in order to accommodate religious and cultural diversity in the event of the death in any of the above listed family members.
- 14.03 The Employer may at its discretion grant personal leave upon application of an employee for reason of personal matters for a period of up to thirty (30) days without pay and without loss of seniority, requests shall not be unreasonably denied. The Employer reserves the right to fill the position at its discretion.
- 14.04 Leave of absence without pay and without loss of seniority will be granted to employees to attend Union business functions, provided the Employer is notified two (2) weeks in advance, subject to operational requirements, requests shall not be unreasonably denied.
- 14.05 Stewards shall be entitled to time off with pay and without loss of seniority to attend the Union's Shop Stewards education program held each year, which promotes labour-management relations. The Employer agrees to contribute \$100.00 towards the cost of such program for each Shop Steward who attends, (to a maximum of one time per year per steward). Requests shall not be unreasonably denied.
- 14.06 Maternity and parental leave will be granted under the provisions of the Ontario Employment Standards Act.
- 14.07 An employee who is absent from work will be required to notify the Company via the employee call-in line (Refrigeration Shift Operators will contact the Chief Engineer or their designate) of an acceptable reason for their absence or tardiness as soon as possible but in any event not later than one (1) hour prior to the schedule start of their shift unless impossible to do so. An acceptable reason is defined as illness, injury, death or accident.
- 14.08 In the event an employee is called and serves on a jury, or is subpoenaed by the Crown, the Employer agrees to make up the difference, if any, between Jury Duty pay and the employee's regular weekly pay. The employee must notify his supervisor promptly when he is called. Any difference will be paid only on proof of attendance and the amount actually paid.

ARTICLE 15 – LUNCH PERIOD AND REST BREAKS

15.01 All departments shall be entitled to two (2) paid fifteen-minute rest periods per day in addition to one unpaid thirty (30) minute lunch break in an eight (8) hour shift. If an employee works more than eight (8) hours, breaks will be provided in accordance with the Employment Standards Act of Ontario.

15.02 If the overtime to be worked is in excess of three hours duration, employees who agree or are mandated to work an extended shift after commencing work shall receive a five (5) dollar meal allowance to be provided as soon as possible following the completion of his regular shift.

ARTICLE 16 – BENEFITS

16.01 Employer-Paid Premiums

The Employer will pay 100% of premiums for the following benefits:

- Extended Health Care (includes out-of-province travel coverage)
- Dental Care
- Accidental Death and Dismemberment
- Dependent Life

16.02 Employee-Paid Premiums

Employees will pay 100% of the premiums for the following benefits:

- Group Life
- Long Term Disability

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.01 The regular workweek shall consist of forty (40) hours, which will include a thirty (30) minute unpaid lunch period each shift.

Day Shift – 7:00 a.m. to 3:00 p.m.

Afternoon Shift – 3:00 p.m. to 11:00 p.m.

Night Shift – 11:00 p.m. to 7:00 a.m.

These schedules may change after discussions with the Union. Reasonable discretion will be used by management in making any changes.

In the event of new technological changes, new products or a new line, it may be necessary to have different hours of work. These new jobs will be posted in accordance with Article 11.

17.02 The Employer does not guarantee to provide work for the regular weekly hours.

17.03 An employee required to perform work in a higher rated classification will receive the higher rate for all hours worked on the higher rated job if he is required to remain there for one (1) hour shift or more.

- 17.04 An employee temporarily required to perform work in a lower rated classification for the convenience of the Employer and not as a result of lack of work, will continue to receive his existing rate of pay.
- 17.05 Overtime Authorized work performed by an employee in excess of eight (8) hours in a work day or forty (40) hours in a work week will be paid at the following overtime rates:
- (a) hours worked in excess of eight in a day at rate and one half;
 - (b) hours worked in excess of eleven (11) in a day at double straight-time rates;
 - (c) hours worked in excess of forty (40) in a week at rate and one half, excluding hours worked in excess of eight (8) in a day;
 - (d) hours worked in excess of forty-eight (48) in a week at double straight time rates, excluding hours worked in excess of eight (8) in a day.
- 17.06 (a) When an employee is required to work overtime, the employee will be asked to do so at least two hours prior to the expiration of his/her shift.
- (b) When overtime is required the employees will be requested in order of seniority of those employees able to do the work required. Should there not be enough employees agree to work the required overtime the Employer will designate in reverse order of seniority a sufficient number of employees to complete the work.
- 17.07 Overtime**
- (a) It is agreed and understood that overtime for production workers will commence at the beginning of the first shift following the completion of five (5) regular full-time shifts in the same week.
 - (b) It is agreed and understood that overtime for all plant workers is voluntary to the extent that the employer shall have the right to assign overtime work in reverse order of seniority if there are insufficient overtime work volunteers.
 - (c) It is agreed that no employee shall be mandated to work the weekend when they have the day before the weekend booked as an approved vacation day.
- 17.08 When an employee is called back to work after he has left the premises for the day, he shall receive no less than four (4) hours' pay at the appropriate rate.
- 17.09 A shift premium of fifty (\$0.50) cents per hour will be paid to employees who are scheduled to work the afternoon shift. A shift premium of one dollar (\$1.00) per hour will be paid to employees who are scheduled to work the night shift.

17.10 Overtime work will be voluntary after a total of forty-eight (48) hours has been worked in a calendar week.

17.11 Saturdays and Sunday Maintenance Schedule and Premium

- (a) The Employer may at its discretion schedule maintenance employees on Saturday or Sunday on any weekend in order to comprise a work week of forty (40) regular hours.
- (b) All maintenance employees scheduled in accordance with 17.11(a) above, shall be paid at the premium, non-overtime rate of one and one half (1½ x) times the employee's regular rate of pay.

ARTICLE 18 – PAID/STATUTORY HOLIDAYS

18.01 The Employer agrees to pay all regular employees at their regular rates of pay, for the normal number of hours of work on each of the following public holidays, whether they work or not on such holiday, and such hours paid will be considered as hours worked for the purposes of calculating overtime. Employees must work the last scheduled workday prior to the holiday and their first scheduled workday after the holiday in order to be eligible for holiday pay, unless reasons for absence satisfactory to the Company have been established. The Company will apply the provisions of the Employment Standards Act when calculating statutory holiday pay for probationary employees:

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

One (1) paid floater, each year of the contract, to be scheduled as mutually agreed upon by the Employer and employee.

18.02 (a) An employee who works on a statutory holiday must be paid for that day:

- (1) 1½ times the employee's regular wage for the time worked up to eleven (11) hours, and
- (2) double the employee's regular wage for any time worked over eleven (11) hours.

(b) The employer must schedule the day off with pay:

- (1) before the employee's annual vacation,
- (2) before the date of employment terminates, or
- (3) or within six (6) months after the date of the statutory holiday, whichever is earliest.

- (c) If a statutory holiday falls on a non-working day for an employee, Article 18.02 (b) applies.
- (d) Should any statutory holiday occur during an employee's vacation period, an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period.

18.03 Where a holiday falls on Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday, at the discretion of the Employer.

18.04 Where two (2) holidays fall on Saturday and Sunday, they shall be observed on the preceding Thursday and Friday or Friday and the following Monday or the following Monday and Tuesday, at the discretion of the Employer.

18.05 Employees will be permitted to request and utilize days in lieu of statutory holidays in accordance with the requirements of the Ontario Employment Standards Act. Employees will be permitted to change their scheduled day in lieu with supervisory approval. In the event a shift for which the employee has scheduled a day in lieu is cancelled, the employee may schedule the day in lieu on an alternate date.

ARTICLE 19 – PAID VACATION

19.01 Vacation with pay will be granted in accordance with the following:

- (i) less than one (1) years' service – two (2) weeks prorated by the number of days employed in the calendar year.
- (ii) upon completion of one (1) years' service – two (2) weeks
- (iii) upon completion of five (5) years' service – three (3) weeks
- (iv) upon completion of ten (10) years' service – four (4) weeks
- (v) upon completion of fifteen (15) years' service – five (5) weeks

19.02 Pay for vacation referred to above will be at:

- (i) four percent (4%) of the previous calendar years' gross earnings for employees with less than five (5) years completed service;
- (ii) six percent (6%) of the previous calendar years gross earnings for employees with five (5) or more years' completed service but less than ten (10) years' completed service;
- (iii) eight percent (8%) of the previous calendar years gross earnings for employees with ten (10) or more year's completed service but less than fifteen (15) years' completed service; and
- (iv) ten percent (10%) of the previous calendar year's gross earnings for employees with fifteen (15) or more years of completed service.

For the purpose of this article "gross earnings" shall include vacation pay.

- 19.03 Vacation earned in the previous year will be booked as per Article 19.07. Any vacation not booked by September 1st in each year of the collective agreement will be scheduled at the discretion of the Employer, except that one (1) week of vacation may be held for a potential Christmas shutdown. In the event there is no shutdown, the vacation entitlement shall be paid the last pay period in December. This shall also apply to twelve (12) hour employees.
- 19.04 An employee who leaves the service of the Employer for any reason, will be paid vacation pay to which he is entitled.
- 19.05 The vacation period will extend from January 1st to December 31st. Vacations will, where practical, be allocated by seniority on a departmental basis, with senior employees being given the first choice of vacation dates. However, the plant may schedule a plant shutdown when all employees will be required to take their annual vacation with the exception of those required for plant maintenance. Notification of plant shutdown will be provided four (4) months in advance.
- 19.06 If a paid holiday, as set out in Article 18, falls during an employee's vacation, the employee shall be allowed an extra day off with pay to be taken at a time agreeable to the employer and employee.
- 19.07 The completed Vacation lists shall be posted on February 15th of each year that vacation is to be taken. Vacation election will commence on or about December 1st for the following year. Employee vacation requests must be submitted to management by January 15th. Employees will be scheduled on a top-down seniority basis within each shift. If an employee fails to make his vacation choice, from the available dates, he will be bypassed in favour of other employees expressing their election. The employee who was bypassed is responsible to follow up with management to express his election of vacation dates; however, in no event will he be allowed to displace a junior employee who has, through the process outlined above, exercised their choice of vacation dates. Should a plant shutdown be scheduled, all employees will be scheduled on vacation with the exception of those required for maintenance. Notification of plant shutdowns will be provided four (4) months before they will take place.
- 19.08 Individual vacation days may be taken on a mutually agreed basis.
- 19.09 Vacation will be paid out in the pay period that it is taken.

ARTICLE 20 – JOB CLASSIFICATION AND WAGE RATES

20.01 Classification and Wages

As per Appendix A of this Agreement

- 20.02 Any employee presently receiving more than the hourly rate provided for his/her job by this Agreement shall suffer no decrease through the signing of this Agreement.

20.03 Part-time employees shall become full-time after working twelve hundred (1200) hours in a calendar year. A Full-Time employee is defined as an employee who is receiving the full-time classification rate and benefits in accordance with the employer's insurance carrier.

20.04 (a) Employees shall be paid bi-weekly on Thursday. In the event of a paid holiday employees may be paid on Friday.

(b) Should an Employer-caused error occur in an employee's pay in excess of fifty dollars (\$50.00), the Employer shall correct the error within three (3) business days of being notified of the error, providing that the employee has provided the banking detail necessary to transfer funds electronically. Amounts less than fifty dollars (\$50.00) will be processed for deposit on the next pay.

(c) Should an employee miss punching in or out, the difference in pay will be corrected on the next pay. Missed punches will normally be considered a disciplinary offense and will be treated as such under Article 9.02.

(d) Employees shall be in their respective assigned working locations ready to work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of the Agreement.

ARTICLE 21 – DEFINED CONTRIBUTION RETIREMENT PLAN

21.01 Effective January 1, 2021, the Company's matching contribution of fifty percent (50%) of the employee's first three percent (3%) that the employee contributes will be improved to a Company match of one hundred percent (100%) of the employee's first one percent (1%) that the employee contributes and a fifty percent (50%) company match on the next two percent (2%) of employee contributions, in accordance with the terms of the Defined Contribution Pension Plan.

ARTICLE 22 – DURATION OF AGREEMENT

22.01 Except as otherwise provided herein, this Agreement shall be effective from July 1, 2020 to and including July 1, 2023, and thereafter from year to year. The provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lock-out has commenced, and in either of the latter cases, only as permitted by Ontario Law.

22.02 Subject to the foregoing, either party may, within ninety (90) days, before the expiry date of such agreement give notice in writing to the other party to negotiate a revision thereof.

THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT, AT

Brantford, Ontario, Canada, this ____ day of _____, 2020.

UFCW Canada Local 175:

Western Waffles Corp.

Sherry Jackson

Sue Barlow

Joy Abbott

Jenna Stevenson

Jordan Barber

Lisa Mackie

Chuck Marr

Brad Favron

Mike Mattioli

Lance Hemmerich

APPENDIX “A” – WAGES

A-1 PLANT (Hired prior to July 1, 2023)

| Group | Class | Pre G.W.I. July 1, 2020 | July 1, 2020 3% | June 27, 2021 3% | June 26, 2022 2% |
|--------------|--------------------------|--|--------------------------------|---------------------------------|---------------------------------|
| A | General Labourer | \$17.11 | \$17.62 | \$18.15 | \$18.51 |
| B | Sanitation | \$18.34 | \$18.89 | \$19.46 | \$19.85 |
| B | Machine Operator | \$18.34 | \$18.89 | \$19.46 | \$19.85 |
| B | Printer | \$18.34 | \$18.89 | \$19.46 | \$19.85 |
| B | Relief | \$18.34 | \$18.89 | \$19.46 | \$19.85 |
| C | Fruit Mixer | \$19.56 | \$20.15 | \$20.75 | \$21.17 |
| C | Oven Operator | \$19.56 | \$20.15 | \$20.75 | \$21.17 |
| D | Pre-Cool | \$19.24 | \$19.82 | \$20.41 | \$20.81 |
| D | Shipping/Receiving | \$19.24 | \$19.82 | \$20.41 | \$20.81 |
| E | Mixer | \$20.56 | \$21.18 | \$21.81 | \$22.25 |
| F | Subject Matter Expert | \$21.06 | \$21.69 | \$22.34 | \$22.79 |
| F | Lead Hand | \$21.06 | \$21.69 | \$22.34 | \$22.79 |
| G | Plate Changer | \$21.89 | \$22.55 | \$23.22 | \$23.68 |

A-2 PLANT (Hired on or after July 1, 2012)

| Group | Class | July 1, 2015 | July 1, 2016 | July 1, 2017 | July 1, 2018 | July 1, 2019 |
|--------------|--------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| A | General Labourer | 13.66 | 13.97 | 14.29 | 14.70 | 15.11 |
| B | Pre-Cool | 14.49 | 14.82 | 15.16 | 15.59 | 16.03 |
| C | Sanitation | 14.78 | 15.11 | 15.46 | 15.89 | 16.34 |
| C | Machine Operator | 14.78 | 15.11 | 15.46 | 15.89 | 16.34 |
| C | Printer | 14.78 | 15.11 | 15.46 | 15.89 | 16.34 |
| C | Relief | 14.78 | 15.11 | 15.46 | 15.89 | 16.34 |
| D | Fruit Mixer | 15.89 | 16.25 | 16.61 | 17.08 | 17.56 |
| D | Mixer | 15.89 | 16.25 | 16.61 | 17.08 | 17.56 |
| D | Oven Operator | 15.89 | 16.25 | 16.61 | 17.08 | 17.56 |
| E | Shipping/Receiving | 15.61 | 15.96 | 16.32 | 16.77 | 17.24 |
| F | Lead Hand | 15.89 | 16.25 | 16.61 | 17.08 | 17.56 |
| G | Plate Changer | 18.02 | 18.42 | 18.83 | 19.35 | 19.89 |

- The Company agreed to freeze and will not place any employee within the second tier A-2 for the life of the 2020 collective agreement.

When a tier A-1 employee, active at the time of ratification including those on maternity leave, parental leave and WSIB, separates from the company the most senior tier A-2 employee will move into tier A-1 and receive that rate of pay for their current job classification.

A-3 MAINTENANCE

| Group | Class | Pre G.W.I. July 1, 2020 | July 1, 2020 3% | June 27, 2021 3% | June 26, 2022 2% |
|--------------|---|--|--------------------------------|-------------------------------------|-------------------------------------|
| H | Chief Refrigeration | \$39.07 | \$40.24 | \$41.44 | \$42.27 |
| I | Refrigeration | \$32.85 | \$33.84 | \$34.86 | \$35.56 |
| J | Electrician/Millwright with B-Ticket | \$37.63 | \$38.76 | \$39.92 | \$40.72 |
| K | Electrician/Millwright without B-ticket | \$35.87 | \$36.95 | \$38.05 | \$38.81 |
| L | Gasfitter with Ticket | \$35.54 | \$36.61 | \$37.70 | \$38.45 |
| M | Gasfitter without Ticket | \$34.87 | \$35.92 | \$36.99 | \$37.73 |

Tradesman upon acquiring "A" or "B" Ticket Refrigeration advance to rate with ticket

A-4 – ALL EMPLOYEES

- A. Any employees paid above the rates in the Collective Agreement shall continue to receive those rates for the term of the Agreement.

APPENDIX “B” – 12 HOUR SHIFTS

Other than matters as set out below, terms and conditions of the Collective Agreement between the parties shall apply to employees on 12-hour shifts.

- 4.02 Every employee whose employment commences on or after the date of the execution of this agreement shall join the Union upon employment and serve a probationary period of four hundred and eighty (480) hours worked. The probation period may be extended by mutual agreement between the Employer and the Union.

Their employment may be terminated within this period if, in the Employer's opinion, they would not be suitable for continuing employment and the probationer will have no recourse through the grievance and arbitration procedures.

Upon successful completion of the probationary period, all new employees shall remain members of the Union as a condition of continued employment with the employer. The employer agrees to deduct Union dues for each week of employment of all employees in the bargaining unit commencing with the first full pay period worked by the employee who has become a member of the Union. The Union agrees to save the Employer harmless.

6.01 Shop Stewards

- (a) The Union is entitled to appoint or elect from among the employees up to eight (8) production Union Stewards, of which two (2) shall be on each shift who are employed and represent employees in the bargaining unit. The Union is further entitled to appoint or elect from among the employees one (1) maintenance Union Steward, one (1) Sanitation Union Steward, and two (2) Chief Stewards. There will be one (1) Chief Steward for the A and B shifts and one (1) Chief Steward for the C and D shifts. The duties of the Union Stewards shall include assisting in, reporting and resolving grievances within their departments.
- 14.02 (a) In the event of the death of an employee's spouse, child, parent, legal guardian or sibling, the employee will be allowed three (3) days during the thirty-six (36) hour work week and four (4) days during the forty-eight (48) hour work week leave of absence with pay. These days are to be taken within two (2) weeks from the time of death. Only that portion of the leave of absence that otherwise would have been time worked will be paid. Pay for such time will be at regular hourly rates for regular shift hours. The employee shall be able to hold one of these days with pay for a reasonable period of time in the event of a delayed interment. Appropriate documentation may be required.

- (b) Two (2) days off with pay will be allowed for the death of a parent-in-law, brother-in-law, sister-in-law, grandchild, grandparent, daughter-in-law or son-in-law. This day is to be taken within two (2) weeks from the time of death. Only that portion of the leave of absence that otherwise would have been time worked will be paid. Pay for such time will be at regular hourly rates for regular shift hours. The employee shall be able to hold one of these days with pay for reasonable period of time in the event of a delayed interment. Appropriate documentation may be required.
- (c) In lieu of the above, employees have the option of one (1) scheduled day of bereavement leave with pay in order to accommodate religious and cultural diversity in the event of the death in any of the above listed family members.

15.01 All departments shall be entitled to three (3) paid fifteen-minute rest periods per day in addition to one unpaid thirty (30) minute lunch break in a day.

17.01 The regular work cycle shall consist of alternating weeks as follows: one week of three scheduled shifts (36 hours) and the next week of four scheduled shifts (48 hours). Each shift will be twelve (12) hours which includes a thirty (30) minute unpaid lunch period.

Day Shift – 7:00 a.m. to 7:00 p.m.

Night Shift – 7:00 p.m. to 7:00 a.m.

These schedules may change after discussion with the Union. Reasonable discretion will be used by management in making any changes.

In the event of new technological changes, new products or a new line, it may be necessary to have different hours of work. These new jobs will be posted in accordance with Article 11.

17.05 Authorized overtime work performed by an employee in a three (3) day scheduled work week will be paid is as follows:

- (i) Hours worked in excess of 11.5 a day at rate and one half
- (ii) Hours worked in excess of three full shifts (34.5 hours) in the same work week at rate and one half
- (iii) Hours worked in excess of four full shifts (46 hours) in the same work week at double straight time

Authorized overtime work performed by an employee in a four (4) day scheduled work week will be paid as follows:

- (i) Hours worked in excess of 11.5 a day at rate and one half
- (ii) Hours worked in excess of four full shifts (46 hours) in the same work week at rate and one half

17.06 (b) The Employer agrees to post an overtime list by noon on Monday each week. Such list shall be removed at noon on Thursday. Employees on the list shall be offered overtime for the following work week in order of seniority of those employees able to do the work required. Overtime will be voluntary for all employees. The Employer agrees that regular employees shall be offered overtime prior to utilizing a temporary employee.

17.07 Overtime

(a) It is agreed and understood that overtime for employees will commence at the beginning of any unscheduled shift provided that employees attend all other shifts during such week.

17.12 In the event employees, of their own accord and for their own personal convenience, wish to change shifts with appropriately qualified other employees, they shall first submit such request in advance of the proposed change in writing to the Supervisors involved for written approval. Such approval shall not be unreasonably denied. The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.

ARTICLE 18 – PAID/STATUTORY HOLIDAYS

18.02 (a) An employee who voluntarily works on a statutory holiday must be paid for that day:

- (1) 1½ times the employee's regular wage for the time worked up to twelve (12) hours, and
- (2) double the employee's regular wage for any time worked over twelve (12) hours.

(c) If a statutory holiday falls on a non-working day for an employee, Article 18.02 (b) applies. Where a paid holiday falls on a regular scheduled day off, employees shall be paid eight (8) hours in addition to their regular shifts. Where a statutory holiday falls on a regular scheduled day, employees shall be paid twelve and one-half (12.5) hours for the holiday. These hours will be included in the calculation of overtime. Statutory holiday pay for an unscheduled workday will not be considered hours worked for overtime calculation purposes.

19.01 Vacation with pay will be granted in accordance with the following:

- (i) less than one (1) years' service – two (2) weeks prorated by the number of days employed in the calendar year.
- (ii) upon completion of one (1) years' service – two (2) weeks (7 days total) at four percent (4%) of the previous year's gross earnings;
- (iii) upon completion of five (5) years' service – three (3) weeks (10 days total) at six percent (6%) of the previous year's gross earnings;
- (iv) upon completion of ten (10) years' service – four (4) weeks (14 days total) at eight percent (8%) of the previous year's gross earnings;
- (v) upon completion of fifteen (15) years' service – five (5) weeks (17 days total) at ten percent (10%) of the previous year's gross earnings;

For the purposes of this article "gross earnings" shall include vacation pay.

LETTER OF AGREEMENT #1

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

AND

WESTERN WAFFLES CORP.

RE: OFFICE PERSONNEL AND QUALITY ASSURANCE

It is understood that Office personnel and Quality Assurance Technicians are excluded from the bargaining unit as defined in Article 1.01.

DULY SIGNED BY THE PARTIES ON THE ____ DAY OF _____. 2020.

UFCW CANADA LOCAL 175:

WESTERN WAFFLES CORP.:

Mike Mattioli

Brad Favron

LETTER OF AGREEMENT #2

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

AND

WESTERN WAFFLES CORP.

RE: SEVERANCE PAY

Western Waffles Corp. believes it is important to assist employees who are placed on permanent layoff as a result of a reduction in operations. Therefore, the Employer agrees that in the event that it reduces operations at the Brantford, Ontario facility, and such reduction in operations results in the permanent lay off of bargaining unit employees, the Employer will negotiate with the Union on a severance program for any impacted employees.

DULY SIGNED BY THE PARTIES ON THE _____ DAY OF _____, 2020.

UFCW CANADA LOCAL 175:

WESTERN WAFFLES CORP.:

Mike Mattioli

Brad Favron

LETTER OF AGREEMENT #3

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

AND

WESTERN WAFFLES CORP.

RE: MAINTENANCE PERSONNEL

In the event it becomes necessary to hire maintenance personnel at a rate of pay higher than that contained in the collective agreement, the Employer agrees to meet with the Union for the purposes of discussing such higher rate of pay, its impact on other maintenance personnel and to consider equity disparity issues.

DULY SIGNED BY THE PARTIES ON THE _____ DAY OF _____, 2020.

UFCW CANADA LOCAL 175:

WESTERN WAFFLES CORP.:

Mike Mattioli

Brad Favron

LETTER OF AGREEMENT #4

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

AND

WESTERN WAFFLES CORP.

RE: TRANSITION TO TWELVE (12) HOUR SHIFTS

The parties agree to meet to implement the transition to twelve (12) hour shifts as outlined in Appendix "B".

In the event eight (8) hour shifts are discontinued (for production, operational or practical business reasons), the Employer shall provide the Union and employees with ninety (90) days' notice. The Employer agrees that all employees shall remain in their current job classification, as per Appendix "A", on the understanding that employees may not necessarily be assigned to their current lines. Shift preference shall be determined by seniority.

In the event of job vacancies or the Employer determines that additional jobs are necessary, such positions shall be posted by shift and position in accordance with the job posting language within the Collective Agreement.

The parties further agree to meet with the Joint Health and Safety Committee to review job rotation and any workplace health and safety concerns which may arise with the change to twelve (12) hour shifts.

In the event vacation days have been approved prior to ratification, employees may resubmit to reschedule vacation.

The parties understand that, to the extent that the 48-hour work week provides for overtime averaging, it must be approved by the Director of Employment Standards for the Province of Ontario.

The parties agree that all reasonable efforts have taken place to cover details pertaining to establishing 12-hour shifts. In the event an unforeseen issue arises, the parties shall meet in good faith to resolve in a timely manner.

In the event twelve (12) hour shifts are discontinued (for production, operational or practical business reasons), the Employer shall provide employees and the Union with ninety (90) days' notice.

Those employees moving from twelve (12) hour to eight (8) hour shifts will be given the opportunity to indicate preferences in which they want to work (Department, position, shift and line). While indicating their preferences, employees must select positions they are qualified to perform. An employee shall be considered qualified if they have

performed the job within the previous twelve (12) months. If an employee's preferences cannot be accommodated, because the positions have been filled by senior employees, the Company will attempt to contact the employee to offer options which the employee has the seniority if the employee is not available and does not return the Company's call within twenty-four (24) hours, employees will be assigned a position available based on seniority, shift preference and qualifications.

The parties shall meet in good faith to resolve in a timely manner, the transition back to eight-hour shifts. Furthermore, in the event it becomes necessary to return to twelve (12) hour shifts, (for production, operational or practical business reasons), the Employer will provide the Union with ninety (90) days' notice. Such return to twelve (12) hour shifts shall be in accordance with this letter. The Employer shall be limited to two changes during the term of the contract.

DULY SIGNED BY THE PARTIES ON THE _____ DAY OF _____, 2020.

UFCW CANADA LOCAL 175:

WESTERN WAFFLES CORP.:

Mike Mattioli

Brad Favron

LETTER OF AGREEMENT #5

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

AND

WESTERN WAFFLES CORP.

RE: CONTRACTING OUT

The Union understands that the Employer may during the term of the Collective Agreement contract out sanitation. In the event the Employer contracts out sanitation they shall provide the Union thirty (30) days' notice prior to doing so.

Upon notification of contracting out, employees shall have the right to exercise their seniority in displacing a junior employee provided they can perform the work required. Any affected employee shall have the option to displace a junior employee provided they also can perform the work required.

DULY SIGNED BY THE PARTIES ON THE _____ DAY OF _____, 2020.

UFCW CANADA LOCAL 175:

WESTERN WAFFLES CORP.:

Mike Mattioli

Brad Favron

LETTER OF AGREEMENT #6

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

AND

WESTERN WAFFLES CORP.

RE: LEAD HANDS

Lead hands shall be defined as a person who mainly performs work and directs work of others and shall not have the authority to hire, fire, or discipline. They shall be a bargaining unit member.

The Company shall post a notice of interest and interested employees may apply for the position. The Company shall utilize an interview process to make a selection. If the skill, ability, attendance and attitude is relatively equal between applicants, seniority shall be the tiebreaker when making a final selection, as determined by the Employer. Employees shall have the right to refuse to be designated as lead hands.

The Employer agrees that in the event Sanitation is contracted out, the current lead hand shall have the option to be designated a lead hand in production.

DULY SIGNED BY THE PARTIES ON THE _____ DAY OF _____, 2020.

UFCW CANADA LOCAL 175:

WESTERN WAFFLES CORP.:

Mike Mattioli

Brad Favron

LETTER OF AGREEMENT #7

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

AND

WESTERN WAFFLES CORP.

RE: EXCESS HOURS

Consistent with the provisions of the Employment Standards Act of Ontario, 2000, the Union supports the scheduling of employees in excess of forty-eight (48) hours per week. This shall not be interpreted to mean the Employer can require employees to work over forty-eight (48) hours in a workweek.

DULY SIGNED BY THE PARTIES ON THE _____ DAY OF _____, 2020.

UFCW CANADA LOCAL 175:

WESTERN WAFFLES CORP.:

Mike Mattioli

Brad Favron

LETTER OF AGREEMENT #8

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

AND

WESTERN WAFFLES CORP.

RE: AVERAGING HOURS OF WORK

The Union agrees to support an application for an “Averaging Hours of Work” permit.

DULY SIGNED BY THE PARTIES ON THE _____ DAY OF _____, 2020.

UFCW CANADA LOCAL 175:

WESTERN WAFFLES CORP.:

Mike Mattioli

Brad Favron

LETTER OF AGREEMENT #9

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

AND

WESTERN WAFFLES CORP.

RE: TRADE APPRENTICESHIP PROGRAM

The Union supports the Employer's development of a Trade Apprenticeship Program.

DULY SIGNED BY THE PARTIES ON THE ____ DAY OF _____. 2020.

UFCW CANADA LOCAL 175:

WESTERN WAFFLES CORP.:

Mike Mattioli

Brad Favron

LETTER OF AGREEMENT #10

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

AND

WESTERN WAFFLES CORP.

RE: SANITATION WEEKEND SHIFT

Weekend Sanitation employees are normally scheduled to work eleven and one half (11.5) hour shifts Friday, Saturday and Sunday of each week. Employees working night shift are eligible for shift premiums as referenced in eight (8) hour language.

Weekend Sanitation employees, who work all scheduled shifts, receive an additional three (3) hour weekend premium, bringing them to thirty-seven and one half (37.5) straight time hours paid. If a weekend sanitation employee is absent, on unpaid leave or illness, they are not eligible for such premium.

Weekend sanitation employees who go home early due to lack of work, who take an approved vacation day; lieu day, or other paid day that has been pre-scheduled are still eligible to receive the three (3) hour weekend premium.

DULY SIGNED BY THE PARTIES ON THE _____ DAY OF _____, 2020.

UFCW CANADA LOCAL 175:

WESTERN WAFFLES CORP.:

Mike Mattioli

Brad Favron