

# **COLLECTIVE AGREEMENT**

BETWEEN

**LACTATLIS CANADA INC.**  
Winchester, Ontario

AND

**UNIFOR AND ITS LOCAL 462**



**Effective from April 1, 2020 to March 31, 2025**

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## COLLECTIVE AGREEMENT

Between: **LACTALIS CANADA INC.**  
Winchester, Ontario  
(hereinafter called the "Company")

And: **UNIFOR Local 462**  
(hereinafter called the "Union")

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The terms "he", "him", "his" and "himself, where used in this Agreement, shall refer to both the masculine and feminine genders, as may be appropriate.

### ARTICLE 1 - PURPOSE

- 1.01 This agreement is entered into by the parties hereto in order to 'provide' for the orderly collective bargaining relations between the Company and those employees who come within the bargaining unit as hereinafter set forth.
- 1.02 It is the desire of all parties to this Agreement to co-operate in maintaining a harmonious relationship between the Company and its employees, and to provide an amicable method of settling differences or grievances having to do with the interpretation or violation of this agreement.
- 1.03 There shall be no coercion, intimidation, restraints, penalty, or discrimination against any employee by reason of his membership or activities on behalf of the Union or because of race, sex, age, political, or religious affiliation.

### ARTICLE 2 - RECOGNITION

- 2.01 This agreement applies to all employees of the Company working at Winchester, Ontario plant save and except Foremen and persons above rank of Foremen, laboratory and office staff.

### ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Except where specifically abridged by the terms of this Agreement, the Management of the Company's operations and direction of the employees will continue to be vested exclusively with the Company and will, among other things, include the right to:

- (a) Hire, promote, demote, transfer and classify employees;

- (b) Discipline and discharge for just cause; and
- (c) Make and alter from time to time, rules and regulations to be observed by all employees. Such rules and regulations shall be reasonable and consistent with this agreement but shall not form part of the collective agreement.

#### **ARTICLE 4 - STRIKES AND LOCKOUTS**

- 4.01 The Union or its members will not cause or direct any strike on the part of employees, nor will the Company cause or direct any lockout of employees during the term of this agreement.
- 4.02 The terms "strike" and "lockout" shall be interpreted in accordance with the Ontario Labour Relations Act.

#### **ARTICLE 5 - SENIORITY**

- 5.01 New employees hired for regular full time positions will not have any seniority standing with the Company, nor will the other terms of this agreement apply (except the hourly rate of probationary employees) until after six hundred and forty (640) hours worked. After completion of the probationary period an employee's name shall be placed on the plant seniority list with their full time date of hire as their seniority date. Notwithstanding Section 5.08 the 'Plant Seniority' of an employee means the length of the employee's continuous service with the company since their most recent date of hire as a full time employee.
- 5.02 Seniority lists showing the seniority of employees in the bargaining unit will be prepared and will be posted on the bulletin boards. These lists will be revised every six (6) months in May and November and a copy of each list will be given to the Union. These lists will show date of hire and employees will be listed on plant seniority basis.
- 5.03 ***Temporary Reductions in a Classification Without a Layoff***  
  
In cases where there is a temporary reduction of work resulting in a reduction in the workforce within a classification the sequence in reducing the workforce within the classification will be as follows:
  - i) seasonal, part-time, temporary and probationary employees, will leave the classification before regular employees with seniority.

- ii) Utility employees working within the classification will leave the classification prior to regular classified employees and a relief employee who may be scheduled in the classification at the time.
- iii) Relief employees will leave their classification prior to regular classified employees.
- iv) Regular employees in the classification will be the last to be reduced. This reduction will be in reverse order of seniority
  - a) The regular classified employee being temporarily reduced, is entitled to displace the most junior employee in the department provided that the senior employee has the reasonable ability and qualifications to perform the junior employee's work. Where more than one (1) employee is being displaced, the company will determine the bumping sequence in such a manner so as to afford senior employees an opportunity to remain in the department if possible. Where the senior employee is unable to perform that work or there is no work in their department the senior employee is entitled to displace the most junior employee in the plant provided they have the reasonable ability and qualifications to perform the work available.
  - b) The junior employee in a department who is displaced from their department in a) above, is entitled to displace the most junior employee in the plant, provided they have the reasonable ability and qualifications to perform the work available.
  - c) A relief employee scheduled in their own classification for a specific time to replace a regular classified employee, may not be displaced by a junior employee from another classification during the specified replacement time.
  - d) If the junior position in the plant is occupied by an employee possessing special skills and/or licence, then the junior position for the purposes of this clause only shall be the second (2<sup>nd</sup>) most junior position in the plant. The same reverse sequence shall be followed until the first (1<sup>st</sup>) position is found which the displaced employee can perform without training. The displaced employee will be assigned to an available position where they have the reasonable ability and qualifications to perform the work available.

5.04 a) The following provisions and procedures apply in relation to layoffs that may occur.

"Layoffs" may be as a result of:

- a temporary reduction in hours of work that causes an employee not to receive work for a period in excess of one (1) week and up to a maximum of thirteen (13) weeks; or

- the permanent elimination of any position because of changes in technology, processes, staffing requirements, product volumes, or the mix of products within the plant.

b) ***Temporary Layoff***

In cases where there is a temporary reduction in hours or where a layoff is considered not permanent, as much notice as possible will be given with a minimum of two (2) days.

- i) Seasonal, part-time, temporary and probationary employees, will leave the classification before regular employees with seniority.
- ii) Utility employees working within the classification will leave the classification prior to regular classified employees and a relief employee who may be scheduled in the classification at the time.
- iii) Relief employees will leave their classification prior to regular classified employees.
- iv) Regular employees in the classification will be the last to be reduced. This reduction will be in reverse order of seniority.
  - a) The regular classified employee being temporarily reduced, is entitled to displace the most junior employee in the department provided that the senior employee has the reasonable ability and qualifications to perform the junior employee's work. Where more than one (1) employee is being displaced, the company will determine the bumping sequence in such a manner so as to afford senior employees an opportunity to remain in the department if possible. Where the senior employee is unable to perform that work or there is no work in their department the senior employee is entitled to displace the most junior employee in the plant provided they have the reasonable ability and qualifications to perform the work available.
  - b) The junior employee in a department who is displaced from their department in a) above, is entitled to displace the most junior employee in the plant, provided they have the reasonable ability and qualifications to perform the work available. The junior employee in the plant will be laid off.
  - c) A relief employee scheduled in their own classification for a specific time to replace a regular classified employee, may not be displaced by a junior

employee from another classification during the specified replacement time.

- d) If the junior position in the plant is occupied by an employee possessing a trades license, then the junior position for the purposes of this clause only shall be the second (2<sup>nd</sup>) most junior position in the plant. The same reverse sequence shall be followed until the first (1<sup>st</sup>) position is found which the displaced employee can perform without training. Such displaced employee may displace a junior employee in the plant if they can perform the job without training or they will be laid off.

Subject to the needs of the business, the Company will consider requests for voluntary layoffs during periods of temporary lay-off not exceeding thirteen (13) weeks.

c) ***Permanent Layoff***

Where a permanent layoff is necessary, the following layoff process will take place:

1. The Company will meet with the Union to discuss the layoff. Reasonable options and alternatives will be reviewed at that time. Movement of employees within the bargaining unit will be reviewed, as will training needs and time periods.
2. All part-time, seasonal, temporary and probationary employees will be terminated providing the remaining employees have the reasonable ability and qualifications to perform the required work.
3. In the event of a permanent reduction of the workforce, the senior employee shall be retained provided they have the reasonable ability and qualifications to perform the work available.

A senior employee in a department who is displaced as a result of a permanent reduction in the workforce is entitled to displace the most junior employee in the department provided that the senior employee has the reasonable ability and qualifications to learn the junior employee's work. Where the senior employee is unable to perform that work or there is no work in their department the senior employee is entitled to displace the most junior employee in the plant provided they have the reasonable ability and qualifications to learn the job available or to perform the work available. The junior employee in a department who is displaced from their department is entitled to displace the most junior employee in the plant, provided they have the reasonable ability and qualifications to learn the job available. The



employee will be provided training for a period up to one (1) month to establish basic skill and ability to perform the job as determined by the Company.

If the junior position in the plant is occupied by an employee possessing a trades licence, then the junior position for the purposes of this clause only shall be the second (2<sup>nd</sup>) most junior position in the plant. The same reverse sequence shall be followed until the first (1<sup>st</sup>) position is found which is not occupied by an employee possessing a trades licence. Such displaced employee may displace the most junior employee in the plant if they can establish basic skill and ability as determined by the Company to perform the job within the one (1) month training period or they possess the required trades licence or they will be laid off.

4. Employees who are permanently laid off will be given notice as per the Employment Standards Act.
5. Employees who are permanently laid off through the above procedure will be terminated as an employee of the Company. They will receive a severance payment in accordance with the Collective Agreement.

Alternatively, an employee who is permanently laid off may choose to retain their recall rights for up to twenty-four (24) months. Where the person chooses this option they will be covered by the terms outlined below.

Employees on layoff shall continue to receive benefits coverage as outlined in this Collective Agreement (exclusive of short term sick leave coverage) during the initial thirteen (13) week layoff period. Where an employee on the recall list works sixty (60) days or four hundred and eighty (480) hours, whichever comes first in a twelve (12) month period, the employee will be deemed to be recalled.

d) ***Recall***

Employees who have gone through their period of layoff and are on the recall list will continue to receive benefits (except short term sick leave) for an additional period up to a total of six (6) months (cumulative). Beyond the period of six (6) months any employee who works five (5) consecutive days, or any period totaling ten (10) days, in any month, shall receive benefits for that month. Such time worked shall also provide "earnings" upon which pension and vacation entitlement is based. Float days will be prorated based on hours worked. Paid (statutory) holidays will be paid on the following formula: total hours worked in the previous four (4) week period divided by twelve (12) to a maximum of eight (8), ten (10) or twelve (12), as the case may be.

Employees will be recalled based on seniority, and skill and ability to perform the work available.

The Company will use full time employees on layoff instead of offering overtime assignments whenever possible. Neither of these commitments shall be deemed a guarantee of hours.

Employees on the recall list are to advise their regular supervisor of a telephone number where they may be reached. Employees are also to advise their supervisor of their availability for work on a weekly basis. This information is to be provided by five (5) PM each Wednesday. Supervisors will pool this information to ensure that a list of available employees and contact numbers exists to facilitate calls and scheduling for work available.

A review of the skills and knowledge required for positions and the skills possessed by employees on layoff and/or recall will be done to support calls in accordance with the above procedure.

Employees will not be expected to return to a work assignment not exceeding one (1) day.

5.05 Employees who are laid off due to lack of work will continue to accumulate plant seniority from the date of lay-off for a period of up to twelve (12) consecutive months.

5.06 Notice of recall to a permanent vacancy following lay off will be by telephone, confirmed by registered letter addressed to the last address recorded by the employee with the Company. An employee must signify his intention to return to work within three (3) days after the notice has been given, and must return to work, within a further three (3) days or forfeit his claim to re-employment with the Company.

Recall for a temporary period shall be made by phone to the last number on the Company's records.

5.07 Seniority shall be lost whenever an employee:

- a) Quits his employment or is discharged for just cause and such discharge is not reversed through the grievance procedure.
- b) Is laid off for a period in excess of twelve (12) months.
- c) Has been absent without cause and without notification to the company for five (5) consecutive days.

5.08 Employees who have been promoted from what is now the Bargaining Unit, may be returned to the said Bargaining Unit with the seniority they had acquired up to the time of their promotion once (1) during their career.

If an employee has been outside the Bargaining Unit for a period of twelve (12) months or more and returns to the Bargaining Unit, he shall not be credited with any previous seniority and his seniority date shall be the date of his transfer into the Bargaining Unit. Transfers made pursuant to this clause shall only be made whenever there is a job available and no Bargaining Unit member is bumped as a result.

5.09 Employees will continue to accumulate seniority for a period of up to twelve (12) consecutive months while in receipt of weekly indemnity benefits, and for a period of up to twenty-four (24) consecutive months while in receipt of worker's compensation benefits and is unable to work as a result of a work related injury.

#### **ARTICLE 6 – JOB POSTINGS**

6.01 In filling vacancies in existing or new classifications:

- a) The Company will give full consideration to the seniority of employees, provided the employee has maintained a satisfactory work record for the previous twelve (12) months and also has reasonable ability and qualifications to perform the job. This shall not preclude the Company from hiring new employees for any job where the Company considers none of its existing employees are qualified.
- b) When there is a vacancy, which the Company wishes to fill, the Company shall post for a period of five (5) days on its Bulletin Board, a request for applications for said vacancy. The application shall be submitted to the Company in writing. The Company will provide a list of applicants to the Union within five (5) days of the closing of the posting. An employee on long term disability (LTD) or an employee on WSIB leave for more than a year (1) is not eligible to bid on a position unless he can confirm that they will be returning to work within two (2) weeks of being awarded the posting.
- c) However, the Company may temporarily fill the vacancy until such appointment is made, but for no longer than ten (10) days unless agreed upon by the Company and the Union Committee and the successful applicant must be placed on the job within the ten (10) days unless otherwise agreed.
- d) The second (2<sup>nd</sup>) vacancy that becomes vacant after the first (1<sup>st</sup>) vacancy has been filled shall be posted as provided for above. The successful candidate for this second (2<sup>nd</sup>) vacancy shall not be moved into the new position until the employee who filled the first (1<sup>st</sup>) posting has successfully completed the trial period set out in **6.03**.

6.02 Principle

The Company recognize the following bidding rights for the employees:

i - Less than one (1) year of service: no bid right for the first twelve (12) months of seniority except if the bid is used to go from the material handler to a skilled job posting. In this specific situation, the employee needs to remain a minimum of twelve (12) months in that skilled job.

ii - More than a year (1) and less than five (5) years: one (1) bid right per twelve (12) months;

iii - More than five (5) years: two (2) bids per year; If the employee accepts or declines the position within the acceptance period then it shall be deemed a bid under Article 6.01. Once any employee has accepted or declined a bid, they shall have one (1) additional opportunity to bid within that twelve (12) month period.

iv - For all employees: if a bid is used to go back to the material handler position, the employee will lose all bid rights for the next eighteen (18) months.

- a) When a posting occurs, an employee shall exercise their right as per 6.01. The successful bidder shall have a forty/forty-eight (40/48) hour acceptance period to decide whether or not they choose to stay in the position.

If the employee declines the position within the acceptance period, then they keep their "bid rights" for one (1) more chance within the next twelve (12) months if they have more than five (5) years of seniority. Once they exercise their bid within that twelve (12) month period they have no bid opportunities within that twelve (12) month period as indicated in the principle.

- b) If the employee chooses to stay in the job beyond the window of the acceptance period then they are considered accepting the position and no further bids are available according to the principle in 6.01.

6.03 A bid is deemed as successful when an employee has proven satisfactory in the position, which will be decided by the Company after completing the trial period of on the job training.

The trial period will be eighty (80) hours worked for General Labour and Skilled 3 classifications. The trial period will be one hundred sixty (160) hours worked for Trades, Skilled 1 and Skilled 2 classifications. The trial period for the Utility role will be as follows:

If the role consists of two (2) classifications the trial period will be three hundred and twenty (320) hours. If the role is greater than two (2) classifications the trial period will be a maximum of four hundred and eighty (480) hours.

The training will occur on rotation with the trainer for the trial period but up to a maximum of one hundred and sixty (160) hours. Should additional training be required, the company reserves the right to schedule the training as needed.

A bid is deemed as unsuccessful when an employee has proven unsatisfactory in the position, as decided by the Company. If proven unsatisfactory before the completion of the trial period, the employee shall revert back to their original job and will not lose their respective bid according to 6.01 principle.

If the employee has proven unsatisfactory in the position after completing the trial period, the employee will return to the material handler position and will forfeit their respective bids according to 6.01 principle.

If within the acceptance period the employee decides he does not want the job and has indicated this in writing to the Company, the employee shall revert back to his former job and would then lose their bidding rights according to the principle in 6.01.

- 6.04 Employees under the tier pay system who bid on a classified job, excluding general labor, go to one hundred percent (100%) of pay scale after probationary period. If the employee bids back to a general labor position, they will revert back to the tier wage system as per the CBA. If deemed unsuccessful on the job as per the job bidding process, the employee will go back to general labor and the tier wage system.

## **ARTICLE 7 - LEAVE OF ABSENCE**

- 7.01 Leave of absence without pay and without loss of seniority may be granted by the Company for a period not exceeding three (3) consecutive months for an employee. Leave of absence requests must be submitted in writing to the Company for a leave of absence of five (5) days or more.

Justifiable causes for granting leave of absences may include serious illness in the immediate family, participation in educational and training courses. Requests for leave of absence for other justifiable reasons will be considered by the Company.

- 7.02 *Union Leave***

Leave of absence may be granted to not more than five (5) employees at a time to attend Union Conventions, provided the request is made in writing two (2) weeks prior to the date when the leave is required. The total accumulation of leave of absences for Union Conventions shall not exceed twenty (20) working days for the five (5) employees, in any twelve (12) month period.

### **7.03 Bereavement**

- a) An employee who has completed the probationary period of employment will be allowed the following time off:
  - i. Five (5) days with pay in the event of the death of the employee's spouse, common-law partner, same-sex partner, child, step-child, father, step-father, mother, or step-mother. Employees who are scheduled a regular work week as per article 9.06 c will be granted leave "with pay" all scheduled shifts within a consecutive 7 (seven) day period in connection with and coincidental with the funeral service.
  - ii. Upon company approval, the leave may be divided into two (2) periods which in total will not exceed a total period of seven (7) calendar days and/or five (5) days with pay.
  - iii. Three (3) days with pay in the event of the death of the employee's, mother-in-law, father-in-law, sister, step-sister, brother, or step-brother.
  - iv. Two (2) days in the event of death of the employee's grandparents, and grandchildren.
  - v. One (1) day for sister in law, brother in law and spouse's grandparents.
  - vi. The term "with pay" is equivalent to the employee's straight time rate of pay for all hours absent for bereavement leave.
- b) In the event of the death of a person as provided for above while the employee is on their scheduled vacation, any vacation days that would be coincident with any bereavement leave, will at the request of the employee be rescheduled at a time mutually agreeable to the Supervisor and the employee.

## **ARTICLE 8 - CLOTHING**

- 8.01 a) The Company will supply employees with overalls and smocks, or shirts, if necessary. Clothing so supplied will remain on the premises at all times and be the property of the Company.

- b) An employee, as a condition of employment, shall be required to wear safety footwear. Such safety footwear shall be leather or rubber, non slip and C.S.A. approved, and for reasons of sanitation, remain on the premises at all times.
  - i. The company agrees to establish a program to replace worn safety footwear for all employees who have acquired seniority. The program will provide a selection of footwear that meets company standards and will be made available at a convenient location. The employee will be expected to provide reasonable care of the footwear and will be required to turn in the worn footwear at the time of replacement.
  - ii. Upon completion of an employee's probation period , the company will reimburse the employee for the cost of their first (1<sup>st</sup>) pair of safety footwear up to **\$250 per year** upon presentation of a receipt for such purchase. **Any additional purchase of safety footwear will require management approval.** Thereafter the employee will participate in the replacement safety footwear program.

8.02 During the term of the Collective Agreement the Company will maintain a laundry program for the cleaning of company uniforms for maintenance and production employees.

## **ARTICLE 9 - HOURS OF WORK**

- 9.01 a) The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per week nor of days of work per week.
  - b) In the event there is a shortage of work, where it is reasonably schedulable, a senior employee will be scheduled for a full work week of forty (40) hours ( thirty-two (32) or twenty-four (24) as the case may be in a holiday week) before a junior employee in the plant.
- 9.02 a) The regular work week for employees shall consist of (5) five, eight (8) hour shifts between 12:01 a.m. Sunday to 12:00 Saturday midnight. The parties agree that there will be exceptions to the normal hours of work in situations where it is deemed required due to operational needs.
  - b) The lunch period will be thirty (30) minutes with pay.
  - c) A rest period of fifteen (15) minutes' duration will be provided in each half shift, at times designated by the Company.

9.03 The daily starting and quitting times and the shifts to be worked, will be determined by the Company in accordance with its requirements. The regular work schedule for full-time and part-time employees will be prepared accordingly and the schedule will be posted in each department and will establish shift changes so as to allow a minimum of eleven (11) hours rest between each shift and sixteen (16) hours rest between each scheduled series of shifts. Except Acts of God or as mutually agreed between an employee and their supervisor.

In the event that the minimum hours of rest between regular shifts or series of shifts are not allowed, the employee will receive four (4) hours regular pay. This does not apply where there is overtime worked immediately prior to or following the end of the regular shift.

A tentative schedule will be posted by Wednesday 6:00 p.m. In the event modifications are required, it shall be done by Thursday 6:00 p.m. In the event a change is required after Thursday 6:00 p.m., the Company will do so in consultation with the Union and a final schedule will be posted by Friday 12:00 p.m. The Company will contact any employees affected by changes to the schedule.

The finalized schedule may be changed with the agreement of the employee and such schedule must be in compliance with the Employment Standards Act.

Every effort will be made to rotate shifts fairly.

9.04 Should an employee be unable to report for work, the Company shall be advised, stating the reason, at least four (4) hours if possible prior to the employee's regular starting time.

9.05 An employee who finds it necessary to be absent from work for personal reasons shall notify his supervisor two (2) days in advance in order to obtain permission. This requirement shall not be necessary in cases of emergency.

9.06 a) Where the Company deems it necessary to implement or discontinue a ten (10) or twelve (12) hour shift system due to business requirements, the Company will inform the Union prior to implementation and provide the employees with as much notice as possible.

b) The regular work week for the ten (10) hour shift system will consist of four (4) ten (10) hour shifts between 12:01 a.m. Sunday and 12:00 p.m. Saturday. All time worked in excess of ten (10) hours in any one (1) day, or in excess of forty (40) hours or on their scheduled day off, will be paid at time and one-half (1 ½).

c) The regular work week for the twelve (12) hour system will consist of either three (3) twelve (12) hour shifts or four (4) twelve (12) hour shifts alternatively between 12:01



a.m. Sunday and 12:00 p.m. Saturday. All time worked in excess of twelve (12) hours in any one (1) day or over forty eight (48) hours in the four (4) day work week and thirty six (36) in the three (3) day work week or on their scheduled day off, will be paid at time and one half (1 ½).

d) The following will apply to both the ten (10) and twelve (12) hour shift systems:

1. All work performed on Saturdays shall be paid at time and one half (1 ½). Saturday shall be considered as part of the regular work week (36, 40 or 48 hour as the case may be).
2. All work performed on Sunday will be paid at double (2) time. Sunday shall be considered as part of the regular work week (36, 40 or 48 hour as the case may be).

9.07 Notwithstanding anything to the contrary in this collective agreement, it is agreed the maximum rate paid for all hours worked on Saturday and Sunday shall be time and one-half (1 ½ ) and double (2) time respectively. Similarly, the maximum rate paid for all hours worked on a Statutory holiday which falls on Monday to Saturday shall be time and one-half (1 ½) and when it falls on a Sunday, the maximum rate paid shall be double (2) time respectively.

9.08 Any switches, mutually accepted, in shifts from days to nights or nights to days will be paid at time and one-half (1½) if the notice of change is less than twenty-four (24) hours.

## **ARTICLE 10 - OVERTIME**

10.01 All time worked by employees working on an eight (8) hour schedule, in excess of forty (40) hours in a work week or eight (8) hours in any one day or on their scheduled day off, will be paid at time and one-half (1 ½). Employees working on a ten (10) or twelve (12) hour shift schedule will be paid in accordance with 9.06 (b) or (c) respectively.

10.02 All hours worked on a statutory holiday shall be part of the work week.

In the week of a statutory holiday, the work week shall be reduced to thirty-two (32) hours worked. All hours worked in excess of thirty-two (32) hours shall be considered overtime.

In the week of two (2) statutory holidays, the work week shall be reduced to twenty-four (24) hours worked. All hours worked in excess of twenty-four (24) hours shall be considered overtime.

Distribution of statutory holiday work through the overtime distribution procedure does not apply where the statutory holiday work forms part of an employee's thirty-two (32) or twenty-four (24) hours work week, as the case may be, in normal rotation.

For the purpose of distribution of overtime, the work week shall be considered forty (40) hours, or a normal rotation of an employees work week.

- 10.03 a) All work performed on a Saturday will be paid at the rate of time and one half (1 ½). Saturday shall be considered as part of the forty (40) hour work week.
  - b) All work performed on a Sunday will be paid at double (2) time. Sunday shall be considered as part of the forty (40) hour work week.
- 10.04 a) Overtime will be assigned as evenly as possible to employees who normally perform the work required to be done.
  - b) Where work on a Saturday, Sunday or Statutory Holiday forms, in regular rotation, part of the employees normal work week (**36, 40 or 48 as the case may be**), the right of employees to exercise seniority, with respect to work on these days, does not apply.
  - c) *Overtime Procedures*
    - 2.1 An overtime register by classification will be maintained by the Supervisor for each employee in a department. The overtime register will be located in the supervisor's office and shall be organized by the individual overtime **register and worksheet** in order of accumulated overtime charged, beginning with the employee in each classification with the lowest amount of charged overtime . **When overtime is required, it will be on a voluntary basis.**
    - 2.2 The individual overtime registers are to be completed by the Supervisor and are to include the following:
      - Employee Name
      - Department
      - Classification
      - Seniority Date
      - Telephone Number
      - Date of Overtime
      - Time Called
      - Hours Charged (if any)
      - Comment or relevant explanation
      - Accumulated charged hours to date

Supervisor's and Union Member's initial

All overtime hours will be reset to zero (0) at ratification of contract. Commencing on January 1 of each year, starting January 1, 2022 for the life of the contract.

- 2.3 a) Four (4) Hours or Less  
Upon determination by the Supervisor that overtime of four (4) hours or less is required in a classification, employees at work in the classification capable of performing the work required to be done will be asked first (1<sup>st</sup>) beginning with the employee with the lowest amount of charged time. If this does not meet the company's needs then employees at work in the department on the basis of plant seniority from those employees qualified to perform the work to be done will be asked. If this does not result in sufficient employees to meet the company's needs, then the company will revert to the normal overtime procedure involving employees who are in the classification and capable of performing the work required to be done but are not at work, beginning with employees with the lowest amount of charged time and thereafter proceeding in accordance with 2.4 below.
- b) More Than Four (4) Hours  
Upon determination by the Supervisor that overtime of more than four (4) hours is required in a classification it shall be distributed, whenever possible, to the employee within the classification capable of performing the work required to be done with the lowest amount of charged time.
- 2.4 In the event overtime is necessary and a replacement cannot be found from within the classification where the overtime is required, overtime will be arranged as follows:
- a) Employees not classified on that job but are scheduled on that job for that week, by seniority.
- b) From within the department on the basis of plant seniority from those employees qualified to perform the work to be done and who have indicated an interest to do so on the departmental overtime list.
- c) From within the plant on the basis of plant seniority from those employees qualified to perform the work required to be done and who have indicated an interest to do so on the plant manager's overtime list.
- d) Employees on vacation, within the classification.

- e) Employees requested to work overtime outside their normal classification through the application of subsections 2.4 (a), 2.4 (b) or 2.4 (c) of section 10.04 of this agreement will have the overtime hours worked charged to their individual overtime register. Employees who do not accept an overtime opportunity provided through the application of subsections 2.4 (a), 2.4 (b) or 2.4 (c) of section 10.04 of this agreement will not have the overtime hours that could have been worked charged to their individual overtime register.
- 2.5 In the maintenance department preference for overtime with respect to the continuation or completion of jobs already in progress will be given to the employee already on the job.
- 2.6 Should an employee not accept an overtime opportunity or have not informed the Supervisor of their correct telephone number they will be "charged" for the hours in the same manner as if they had worked in their classification.
- 2.7 As many overtime situations necessitate telephoning employees at home:
- a) the employee is to be "charged" as described in 2.6 if they are unable to accept the overtime assignment.
  - b) The employee is not to be "charged" if the telephone is busy, no one answers; or the employee is not at home. The overtime register **and worksheet** will record the fact that the call was made, the time of the call and when the work was to be performed.
- 2.8 Should however an employee on vacation be contacted to work overtime they will not be charged for any overtime they are unable to accept from the end of their last scheduled shift prior to the commencement of their vacation to their first scheduled shift upon the completion of their vacation.
- 2.9 An employee absent as a result of extended sickness, injury or leave of absence will, upon their return to work, be placed in the overtime register in the relative position to that which they held on the day the absence commenced.
- 2.10 An employee who has indicated in writing that they are unavailable for overtime for a period of time for reasons other than as noted in 2.9, will be returned to the overtime roster upon written request as detailed in 2.11.
- 2.11 Employees entering into a classification will be placed into the overtime distribution program with accumulated charged hours of one (1) hour greater than the employee with the highest amount of accumulated charged hours.

10.05 When all other Union employees have a shift off on New Year's Day and Christmas Day and the plant is vacant, the Engineer, Starter Maker and Milk Receiver shall be paid at three (3) times their regular hourly rate for all hours worked under these conditions.

No other shift will be scheduled prior to eight (8) p.m. on Christmas Day, and prior to six (6) p.m. on New Year's Day.

10.06 Any overtime offered and accepted cannot be changed after 6:00 p.m. on Thursday without mutual agreement.

#### **ARTICLE 11 - CALL-IN PAY**

11.01 An employee who has completed his shift and who has left the premises, will, if called back in to work, be paid time and one-half (1½) for the actual hours worked or four (4) hours at time and one-half (1½), whichever is greater.

An employee called in on a premium day will receive four (4) hours at time and one-half (1½) in addition to pay for hours worked at the premium rate. Premium days include: Saturday, Sunday, Stat holidays and after forty hours (40) or thirty two (32) or twenty four (24) respectively.

11.02 The terms of this article will not apply in the case of assigned or scheduled overtime work. In the interpretation of entitlement to Call in, any hours which are worked contiguous with a scheduled shift will not be eligible for the call in premium.

11.03 Maintenance employees on call in standby for a complete week (7 days) shall be paid seventy-five dollars (\$75.00) for the complete week. If called in, the employee shall report for work.

#### **ARTICLE 12 - PAYDAY**

12.01 Employees will be paid bi-weekly through a direct deposit system on Thursday except where a holiday occurs in the week.

#### **ARTICLE 13 - TEMPORARY WORK ASSIGNMENTS**

13.01 An employee temporarily required to perform work in the lower paying classification will be paid his regular rate of pay.

- 13.02 An employee who works more than one (1) hour each day in a higher paying classification will receive the higher rate of pay for all hours worked in the higher paying classification.
- 13.03 Temporary work assignments may be assigned to the senior employee who is willing and able to do the assignment, as required to meet the needs of the business. Temporary assignments will include those involved in filling in for an employee who is on sick leave, WSIB, or leave of absence, and will last for the duration of such absence. The Union will be notified of all temporary assignments. Temporary assignments will not be posted unless it is expected to exceed ninety (90) days. Where an assignment may exceed, or is expected to exceed ninety (90) days, the Company will discuss the situation with the Union prior to the ninety (90) day period expiring, indicating the reason for and extent of any possible extension.
- 13.04 Temporary work assignments may need to be assigned for Special Projects. In order to complete projects in a timely manner a Senior Operator from the associated Classification who is willing, and has reasonable ability and qualifications, will be assigned the temporary work assignment. The Company will discuss the situation with the Union, prior to filling the temporary assignment, indicating the reason for and extent of the special project assignment.

#### **ARTICLE 14 – HEALTH AND SAFETY**

- 14.01 The Company will continue to make adequate provision for the safety and health of its employees during their hours of work. Employees will co-operate with the Company by keeping sanitary facilities in a neat and clean condition.
- 14.02 The **Joint Health and Safety** Committee will have equal representation from bargaining unit and management members, who will elect or appoint its own representatives, as per the Occupational Health and Safety Act and any subsequent amendments. There will be a maximum of four (4) representatives from each party. The Committee will be responsible to carry out the provisions of the Act.
- 14.03 The Union will be advised and documented on all issues pertaining to Health and Safety, Modified Work, and WSIB cases prior to any documentation being forwarded.

#### **ARTICLE 15 – VACATIONS**

- 15.01 Vacations with pay will be granted by the Company in accordance with the following schedule:
- a) 2 weeks after 1 year
  - b) 3 weeks after 5 years

- c) 4 weeks after 10 years
- d) 5 weeks after 15 years
- e) 6 weeks after 27 years
  - \*As of January 2021 – 6 weeks after 26 years
  - \*As of January 2023 – 6 weeks after 25 years

15.02 For purposes of computing vacations, continuous service will be calculated as the original date of hiring.

15.03 Payment for vacations will be at the rate of two percent (2%) of an employee's earnings during the twelve (12) months preceding the date of hiring for each week of vacation to which he is entitled. Employees with less than one (1) year of continuous service will be entitled to Vacation Pay in accordance with the Ontario Employment Standards Act.

15.04 Employees who leave the service of the Company, will be entitled to Vacation Pay in accordance with the Ontario Employment Standards Act. However, after one (1) year they shall receive four percent (4%) of the previous year's wages; and after five (5) years, six percent (6%) of the previous year's wages; and after ten (10) years eight (8%) of the previous year's wages; and after fifteen (15) years ten (10%) of the previous year's wages and after twenty-seven (27) years twelve percent (12%) of the previous year's wages, provided, however, that they have had no holidays in the year of separation.

If they have had holidays the vacation pay on separation will be based on earnings from January 1 of the separation year to termination date.

After five (5) years of completed service, employees Vacation Pay will be two percent (2%) per week or a normal workweek's pay at current rate, whichever is greater.

15.05a) Vacations will be allocated on a plant seniority basis by department and will be taken during the succeeding year in which an employee acquires the required amount of continuous service.

b) After all employees within a department have been allocated a vacation period for their first two (2) weeks of vacation entitlement, those employees who may be entitled to additional vacation will be given the opportunity to indicate their choice for the balance of their vacation entitlement.

c) Unless mutually agreed to by the supervisor and the employee, a vacation week shall commence at 00:01 a.m. Monday and end at 24:00 hours the following Sunday.

15.06 Vacations shall not be cumulative from year to year and employees shall not omit vacations and draw pay in lieu thereof. In exceptional situations the Company may

allow limited carry over of unused vacation. Such carried over vacation shall be taken at a mutually agreed time within the first three (3) months of the year. This carry over vacation will not interfere with other employees' vacation.

15.07 An employee entitled to three (3), four (4), five (5), six (6) weeks vacation will be granted two weeks together; the third (3<sup>rd</sup>), fourth (4<sup>th</sup>), fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) week will be taken at a time convenient to the Company and the employee.

15.08 Vacation request forms shall be posted each October 1<sup>st</sup> for the first three (3) months of the following year. Employees are eligible to schedule any or all of their allotted vacation from January 1<sup>st</sup> to March 31<sup>st</sup> and such schedules shall be completed by October 31<sup>st</sup>. No changes shall be made to the approved schedule after November 15<sup>th</sup> unless by mutual agreement between the employees concerned and the Company. Vacation requests forms shall be reposted January 1<sup>st</sup> each year, at which time the remaining vacation shall be filled in by March 1<sup>st</sup>. No changes shall be made to this form after April 1<sup>st</sup> unless by mutual agreement between the employees concerned and the Company.

**Note: Process department vacation forms to be implemented for requesting vacation effective October 1<sup>st</sup>, 2017 for all future vacations. This ensures a standard form is used for all departments.**

#### **ARTICLE 16 - PAID HOLIDAYS**

16.01 Subject to the provisions set out below, the Company will pay employees for the following holidays;

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

Two (2) floating holidays on date set by agreement between the Company and the employee.

16.02 To be eligible to receive payment of eight (8) hours at his basic hourly rate for the above holidays, an employee will be required:

- a) To have completed the probationary period of employment.
- b) To have worked the scheduled shift immediately preceding a holiday and the scheduled shift immediately succeeding a holiday and work their scheduled shift on



the public holiday. However, the holiday pay will be granted to an employee who is absent on any of these days because of illness certified by a doctor's certificate, if requested by the Company, provided the employee has worked within two (2) weeks of the holiday.

16.03 Employees working twelve (12) hour or ten (10) hour shifts will be paid for the above mentioned holidays as follows:

All hours worked on a Statutory holiday shall be considered as part of the forty (40) hour work week. All hours worked on a Statutory holiday will be paid at time and one-half (1 ½) plus eight (8) hours straight time pay as Statutory holiday pay. Those not working the Statutory holiday will receive eight (8) hours straight time pay.

In the week of a Statutory holiday, the work week shall be reduced to thirty-two (32) hours worked. All hours worked in excess of thirty-two (32) shall be considered overtime. In the week of two (2) Statutory holidays, the work week shall be reduced to twenty-four (24) hours worked. All hours worked in excess of twenty-four (24) hours shall be considered overtime.

Where the holiday falls on a day the employee appears on the schedule as scheduled and does not work, he shall be paid at his basic hourly rate for twelve (12) hours or ten (10) hours, respectively except where the employee does not fulfil the requirements as per 16.01 and 16.02.

16.04 An employee required to work on a holiday will receive time and one-half (1 ½) rate of pay for all hours worked in addition to holiday pay.

16.05 If a holiday falls on Sunday and Monday is declared a holiday by Municipal or Government decree, then the Monday will be treated as a holiday as in Article 16.01.

16.06 a) Employees who work on Paid holidays, may request their straight time statutory holiday pay banked for future days off. The maximum number of days to be banked will not exceed six (6) days. Banked days may be taken at a mutually agreeable time and within one (1) calendar year of the last banked Statutory holiday. A request to payroll to bank Statutory holiday pay must be done bi-annually on June 30th and January 1st. Employees may request a payout at any time for banked hours, which will be paid out on their next regular pay cheque.

b) Employees without banked Statutory holiday may request equal time off without pay at a mutually agreeable time and within one calendar year of the last Statutory holiday worked.

## **ARTICLE 17 - UNION REPRESENTATION**

- 17.01 Upon notification in writing from the Union, the Company agrees to recognize the appointed or elected representatives of the Union in each Department who will be known as Shop Stewards. The Union Steward or another Union member in the shop chosen by the employee concerned, shall be present when any member of the bargaining unit:
- a) is accused of and questioned regarding a serious breach of conduct or suspected of dishonesty; or
  - b) is given an official reprimand for both of the above in the presence of more than one (10) Management Personnel; or
  - c) in any case is demoted, suspended or discharged.
- 17.02 It shall be permissible for Shop Stewards to leave their assigned work with the permission of the Supervisor, to handle alleged violations of this agreement in their department as they are required under this Article or the Article respecting grievance procedure.
- 17.03 Should it be necessary for a Union Executive Officer to leave their own area and proceed into another area for purposes of investigating or processing a grievance, they must first obtain permission from the Supervisor of that area.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

- 18.01      **STEP 1**
- If an employee has a complaint he wishes to bring to the attention of the Company, he will take the matter up verbally with his immediate Supervisor. He may do this with or without his Steward. The Supervisor will consider the complaint and will give his reply verbally to the employee within five (5) working days (Monday to Friday) after the complaint was presented to him.
- 18.02      **STEP 2**
- If the reply of the Supervisor is not satisfactory to the employee concerned, the complaint will be submitted to the Grievance Committee, who may submit a written grievance to the Human Resources Manager, for resolve within seven (7) days after the Supervisor has given his reply. The Human Resources Manager will consider the grievance and will give a written reply within seven (7) days after receipt.

- 18.03      STEP 3  
A grievance that is not settle at Step two (2) is automatically moved to Step three (3) and will be reviewed at the monthly Labour/Management meeting.
- The Human Resources Manager will notify the Union in writing of the Employer’s final response within fifteen (15) days of the meeting. The Grievance Committee and the Union representative shall determine the merit of any unsettled grievance before taking the matter to arbitration. The Union may, within twenty (20) days refer the matter to arbitration.
- 18.04      The Grievance Committee may submit a grievance on behalf of any employee who is suspended or discharged to the Human Resources Manager, or such other person as designated by the Company, within three (3) days. In the event of such grievance, the procedure shall follow Step three (3) of the Grievance Procedure to final settlement. Grievances relating to discharge by confirming the decision of the Company, by reinstating the employee with full pay or by other arrangement, which is just and equitable.
- 18.05      Decisions arrived at between the Company, the employee and the Union on the adjustment of any employee's grievance shall be final and binding upon the Company, the Union and the employee or employees involved.
- 18.06      The Company may refuse to consider any complaint, the alleged circumstances of which occurred more than seven (7) days before it was brought to the attention of the Supervisor. Exceptions to this provision shall be where the grievor on account of sickness, days off, vacation or accident, was prevented from doing so, and in such a case an additional two (2) weeks period of grace will be allowed.
- 18.07      Any of the time allowances provided in this Article may be extended by mutual agreement.
- 18.08      Any member of the Union Committee or a Union Representative shall have the right to submit a written grievance at Step three (3) of the grievance procedure regarding the interpretation or alleged violation of the Collective Agreement, and where an individual employee grievance may not be appropriate.
- 18.09      The Griever may be present at any stages of the grievance procedure.

## **ARTICLE 19 - ARBITRATION**

- 19.01 Arbitration shall be in accordance with 34(2) of the Ontario Labour Relations Act.
- 19.02 Each party will bear the expense of its arbitrator, and the parties will share equally the expenses and fees of the Chairman.
- 19.03 The arbitration board appointed as above, shall not have any jurisdiction to alter or change any of the provisions for this agreement, or to substitute any new provision in lieu thereof nor to give any decision inconsistent with the terms and provisions of this agreement.
- 19.04 It is the desire of the Company and the Union that the board should meet within seven days after the appointment of the Chairman.

## **ARTICLE 20 - DISCIPLINE AND DISCHARGE**

- 20.01 The Company may discipline or discharge an employee for just cause except that the Company shall have the right to summarily discharge upon any of the following grounds, or similar serious causes:
- a) Stealing or dishonesty;
  - b) Showing up to work/working impaired and under the influence of alcohol, cannabis or illicit drugs;
  - c) Direct refusal to obey orders;
  - d) Absence without a reasonable excuse.
- 20.02 Any form of discipline must be decided within seven (7) days. If the Employer cannot give the employee a copy of the disciplinary measure within the prescribed time limit because of the employee's absence, the Company must do so within five (5) days of the employee's return to work. If there is no reply within the timelines above, the discipline will be dropped.

## **ARTICLE 21 - UNION MEMBERSHIP**

- 21.01 Employees who are members of the Union shall maintain such membership for the duration of this agreement, except as hereinafter provided.
- 21.02 New employees hired for regular and full-time positions will be required to become members of the Union on completion of their probationary period as defined in Article 5.01.

- 21.03 a) An employee member of the Union Negotiating or Grievance Committee who, while attending meetings with Company representatives, is paid at their regular straight time hourly rate for the duration of the meeting if the meeting is held during their regular working hours. Such pay will only be for such time that the employee would normally have worked should the meeting have not been held.
- b) An employee on an approved leave of absence for Union business (not to exceed one (1) week duration in any one incident) will be granted such leave without pay and without loss of seniority. It is agreed that the Union will pay the employees who are granted leave, while the company shall continue to maintain eligible benefit coverage during such period. Pension contributions by the company will be subject to the employee providing their contribution to the company to remit on their behalf.
- 21.04 a) Employees who are excluded from the bargaining unit shall not perform work that is normally performed solely by members of the bargaining unit, where as a result of their performance of such work, bargaining unit employees:
- Will be laid off
  - Will not be re-called from lay off
  - Will work less hours than those outlined in their regular work schedule or
  - Will be denied an overtime opportunity.

Notwithstanding the above, however, employees who are excluded from the bargaining unit, may perform work normally performed solely by bargaining unit members in the following circumstances:

- a) To perform experimental work, new operations or to set up work.
  - b) To relieve an employee at his own request.
  - c) When necessary to diagnose and/or correct operating difficulties.
  - d) To instruct or train employees.
  - e) When employees qualified to perform the work have refused call-in opportunities.
  - f) Other emergency situations beyond the control of the Company.
- b) The Company shall not contract out bargaining unit work, except in the case of emergencies, capital projects or when qualified employees are not available or already utilized.

## **ARTICLE 22 - PAYMENT OF UNION DUES**

- 22.01 a) The Company will deduct once (1) per month from the wages payable to employees an amount equivalent to the regular monthly dues of the Union and will remit the amount so deducted to a designated official of the Union by the first (1<sup>st</sup>) day of each

month. Seasonal and part-time employees will be required to pay Union dues upon hiring.

- b) Upon receipt of written authorization the Company will deduct the amount of initiation fees from the wages payable to employees and remit such deductions to a designated officer of the Union together with a list of the employees from whom such deductions have been made.

### **ARTICLE 23 - BULLETIN BOARDS**

23.01 The Company will supply a bulletin board in each lunchroom to be available to the Union for the posting of notices of union meetings or elections, results of such elections or appointment of officers and notices of union social or recreational activities.

All other notices the Union may wish to post must be submitted to the Director of Operations or his designate for approval to post.

### **ARTICLE 24 - JURY DUTY / SUBPOENAED COURT WITNESS**

24.01a) In the event that an employee is precluded from working their regular shift or shifts due to being called for and reporting for jury duty or to serve as a subpoenaed witness, the company agrees to make up the difference in pay between the amount received for jury duty or for serving as a subpoenaed witness and the amount the employee would have earned for the scheduled hours lost at their regular straight time hourly rate.

- b) In order to qualify for such compensation, the employee shall give notice five (5) days before the scheduling deadline to the company that such leave is required and shall present proper evidence as to attendance and the amount received for such services. If the employee is scheduled to work the night shift before the jury duty day, he will not be required to come to work and will receive the equivalent hours at regular time.

### **ARTICLE 25 - ORGANIZATION AND JOB CLASSIFICATION**

25.01 There are instances where present employees are receiving a rate in excess of the above rates and this higher rate is to be considered a personal rate. In no cases will these special personal rates establish a higher rate for the Group, but employees presently receiving them will continue to receive these personal rates as long as they continue to be employed by the Company. When an employee receiving a special personal rate leaves the Company, is promoted or demoted, the special personal rate

will disappear. Employees replacing anyone with special personal rate will not receive the higher or special personal rate.

- 25.02 a) The Company will inform the Union of the establishment of a new or substantively changed classification of work within the bargaining unit and the subsequent revisions, if any, to Article 27. If the Union does not consider the rate, assigned to the new classification under Article 28 proper, then the matter may be subject to the grievance procedure commencing with the Director of Operations or his/her designate in accordance with Section 18.03.
- b) If the grievance is subsequently appealed to arbitration, the arbitrator's jurisdiction shall be confined to confirming the rate or applying another rate which would be an equitable rate based on the existing rate structure shown in Article 28 for the various job classifications.

**ARTICLE 26 - BENEFITS: MEDICAL AND INSURANCE**

26.01 For the life of this agreement, the Company will pay the cost of the following insurance plan:

- a) Ontario Health Insurance Plan
- b) Semi-private Hospital Benefit Plan
- c) Life Insurance Plan

Amount :

Employee (Until age 70) Effective April 1, 2020) - \$ 56,000.00  
Effective April 1, 2021) - \$ 58,000.00  
Effective April 1, 2023) - \$ 60,000.00

Spouse \$5,000.00  
Child \$2,000.00  
Retiree \$5,000.00

Employees with fifteen (15) years of service who will retire shall receive the aforementioned paid up insurance policy. Employees may purchase additional life insurance coverage on their own life through the life insurance plan in one thousand

dollar (\$1,000.00) increments up to ten thousand dollars (\$10,000.00) at the rates in effect at the time.

d) A.D.& D.

Amount: Employee

Effective April 1, 2020) - \$ 56,000.00

Effective April 1, 2021) - \$ 58,000.00

Effective April 1, 2023) - \$ 60,000.00

The coverage listed above is to become effective on the first (1<sup>st</sup>) day an employee is actively at work, coincident with or immediately following April 1, 2020.

e) Dental Plan:

Basic plan with periodontic and endodontics: One hundred percent (100%) of cost, no deduction, employee and dependents.

Restorative Services – Sixty percent (60%) of cost, no deduction. Maximum benefits two thousand dollars (\$2,000.00) yearly, employee and dependents.

Orthodontic Services: Fifty percent (50%) of the cost, no deduction. Maximum benefit one thousand dollars (\$1,000.00) yearly, subject to a two thousand dollars (\$2,000.00) lifetime maximum, employee and dependents.

Dental plan coverage will be based on current O.D.A. Fee Schedule.

Premium one hundred percent (100%) Company paid.

f) Major Medical: (no cap)

Deductible: Single \$10.00

Family \$20.00

Premium one hundred percent (100%) Company paid.

The Company will arrange with the insurance carrier to provide a provision in and compatible with the Major Medical program for out-of-country emergency services in accredited hospitals and licensed physicians.

Chiropractor Fees - Provide coverage of one hundred percent (100%) after payment of OHIP level coverage.



g) Drug Plan:

The Company will arrange through its insurance carrier to provide for prescription drug cards with a thirty-five cent (35¢) deductible on each purchase. **Mandatory substitution to generic medication.**

h) Vision Care:

Prescription eye wear

Maximum **three hundred dollars (\$300.00) every twenty-four (24) months**, employee and dependent.

Premium one hundred percent (100%) Company paid.

Eye exam: Effective April 1, 2017, the company will amend the plan to provide reimbursement up to a maximum of **ninety dollars (\$90.00)** to an employee for an eye exam performed by a licensed optometrist once every twenty-four (24) months for themselves, their spouse and their eligible dependents as defined in Article 25.05.

i) Weekly Indemnity Benefit Plan:

This benefit is payable from the first (1<sup>st</sup>) day of absence if the disability is due to a non-occupational accident or sickness requiring hospitalization. The benefit is payable from the fourth (4<sup>th</sup>) day in cases of sickness not requiring hospitalization. However, in the latter case, the benefit will be payable from payroll for sickness of three (3) day's duration or less, at sixty six and two thirds (66 2/3) of lost hours at straight time.

Employees who become eligible to receive weekly indemnity benefits will receive payment based on sixty six and two thirds (66 2/3) of the average weekly earning over the previous twenty (20) weeks or of sixty six and two thirds (66 2/3) of forty (40) hours at straight time, whichever is greater.

It is agreed the Union and the Company share a concern for the health of employees, as well as a desire to see issues related to health and attendance resolved. For this reason in cases of absences which are excessive or form a pattern of concern the Company may require a doctor's certificate. All certificates will be paid for by the company.

**Note:** Weekly Indemnity and Sick pay costs will be off-set by the Employment Insurance Reduced Premium rebate. The Union and Management agree to work together to monitor and manage the ongoing costs of these benefits.

j) Long Term Disability:

To commence in the fifty-third (53<sup>rd</sup>) week of disability.

Effective on the first (1<sup>st</sup>) day of an employee is actively at work, coincident with or immediately following April 1, 2017, the long term disability benefit will be increased to sixty percent (60%) up to a maximum of **four thousand two hundred dollars (\$4,200.00)** dollars per month, excluding C.P.P., disability or private plan.

To be eligible, employee must have five (5) years seniority.

Coverage will be in effect, if employee is unable to perform any job for which he is reasonably qualified, by education, training or experience.

After (10) ten years plant seniority, coverage becomes eligible if employee is unable to perform any bargaining unit job also with stipulation that disabled employees can be moved with special seniority rights to any bargaining unit job that he can do.

k) Effective May 1, 2006, the company will add a survivor benefit for Health and Dental coverages for a period of one (1) year.

l) Insurance benefits will be paid by direct deposit from the insurance carrier or mailed directly to the employee.

26.02 Employees become eligible for the above Insurance Plan (b), (c), (d), (e), (f), (g), (h), (i) and (k) upon completion of six (6) months of continuous service with the Company.

26.03 During the first three (3) months of lay-off, the Company will, for employees who have acquired seniority, continue to pay the following group insurance premiums:

A.D. & D.  
Dental Plan  
Drug Plan  
Semi-Private Hospital Plan  
Major Medical  
O.H.I.P.

26.04 Pension

1. The defined benefit plan was modified to a defined contribution plan on June 1st, 1994. Benefits accrued to June 1st, 1994 will continue to be determined under the plan provisions in effect at the end of May 1994.

For employees who are age fifty (50) or older as of June 1st, 1994 the benefits accrued upon retirement in the new defined contribution plan will, at a minimum, be equal to the basic benefits based upon two (2%) percent employee contributions, accruing under the previous defined benefit plan. Three percent (3%) if the old plan and the new plan employee contribution rates are at a minimum of three percent (3%) of pay/week.

2. The Company shall establish a matching Pension contribution scheme as follows:

Employer contribution					Employee contribution (fixed)
April 1, 2020	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024	
2.0%	2.0%	2.0%	2.0%	2.0%	2%
2.5%	2.5%	2.5%	2.5%	2.5%	3%
3.0%	3.0%	3.0%	3.0%	3.0%	4%
3.5%	3.5%	3.5%	3.5%	3.5%	5%
4.0%	4.0%	4.0%	4.5%	4.5%	6%

Deductions on behalf of the employee shall be made upon notifying payroll of their desire to contribute from their weekly wage compensation.

Employee and Employer contributions will be deposited into the pension fund ten (10) business days following each pay period.

26.05 Dependent Benefits

Dependent means:

- (1) A person publicly represented as a partner with whom a member cohabitates for one (1) year or more in a relationship.
- (2) An unmarried child of a member, under twenty-one (21) years of age and dependent for support on such member; and

- (3) An unmarried child of a member, under twenty-one (21) years of age or over but less than twenty-five (25) years of age, who is a full-time student attending or on vacation from an educational institution and dependent for support on the member but excludes a person who is also a member.

The following will be considered a child of a member:

- (a) a person being adopted by a member, during the period of probation.
- (b) a stepchild of a member
- (c) a person related to a member by blood or marriage and for whom a member is legal guardian, and
- (d) a child of the person of the opposite sex with whom a member is living in a husband and wife relationship, provided such child is living with the member.

The age restriction does not apply to a mentally or physically handicapped person who had this condition and was covered as a dependent of a member immediately before the age of twenty-one (21).

26:06 The benefits in this section will be conferred as directed in writing by the employee.

## ARTICLE 27 - JOB CLASSIFICATIONS

- Trades:** Electrician (Licensed Industrial)  
Industrial Mechanic (Interprovincial Trade Qualifications)  
Operating Engineer 2nd Class  
Operating Engineer 3rd Class  
Welder (certified high pressure)  
Electrical and Instrumentation Technician
- Skilled 1:** \*Cheese Maker (Qualified)  
\* CIP/UF/RO/ROP Operator  
\* Delaval/UF/Finisher Operator  
\*Separator Operator  
Waste Water Treatment Operator - 3<sup>rd</sup> Level (Class 3 Certification)  
Waste Water Treatment Operator - 2<sup>nd</sup> level  
Sanitary Technician
- Skilled 2:** \*Assistant Butter Maker  
\*Bulk Milk Receiver (with certificate)

- Butter Maker\*\* (Qualified)
- \*Central Receiver/Maintenance Stock Room Clerk
- \*Culture Maker
- \*Damrow Operator
- \*Evaporator Operator
- \*Loadout
- \*Maintenance Stock Room Clerk
- Ingredient Room Operator
- Operating Engineer - 4th Class
- Processing Lead Hand (plus Lead Hand rate)
- \*Shippers & Receivers
- \*Wash-up/ CIP Operator
- \*Waste Water Treatment Operator – 1st level
- \*UF Operator
- Utility Operator
- \*640 Line Operator
- 640 Breakman

\*\* Note - As long as there is a Buttermaker, there will be an Assistant Buttermaker.

**Skilled 3:**

- \*Bagging Operator
- \* Benhil Operator
- \*Breakman (Butter)
- \*Cutting Room Operator
- \*Robot/Fork Lift Operator – Butter Room
- \*Fork lift Operator - Cheese
- \*Hassia Operator
- Maintenance - Class "B"
- \*Sig Operator
- Waste Water Treatment Operator – Trainee
- Maintenance Facility Labourer

**General Labour:** Material Handlers

- \*Sanitation Attendant

Classifications designated with an "\*" (asterisk) have a relief employee(s). A relief employee means, an employee who is selected through the job posting procedure and who has been trained to perform the duties, as required, of the classification, for which he is the relief employee.

Relief operators are to fulfill the regular duties of full-time operators when a full-time operator is not available for normal rotation. This will not override the overtime procedure as stated in Article 10.

Successful candidates for Utility postings will be trained on two or more job classifications and may be trained on sanitary PM's required for those classifications. When not working in their "Utility capacity" the employee will perform work in General Labour or complete sanitary PM's when required.. Designated "Relief" persons will be used before the Utility employee for all work assignments. Utility may be used to avoid overtime. Due to the nature of work assignments the work schedule for Utility may be changed without notice.

### **Plant Department**

The following are the plant departments for seniority purposes and the classifications of jobs, which from time to time may be available in those departments according to plant operations.

**Shop** Welder (certified high pressure)  
 Electrician (licensed industrial)  
 Electrician and Instrumentation Technician  
 Industrial Mechanic (interprovincial trade qualification)  
 Maintenance Class "B"  
 Maintenance Stock Room Clerk  
 Sanitary Technician  
 Maintenance Facility Laborer

**Boiler Room** Operating Engineer, 2nd Class  
 Operating Engineer, 3rd Class  
 Operating Engineer, 4th Class  
 Maintenance Helper

**Waste Water Treatment** Waste Water Treatment Operators

**Butter** Butter Maker (qualified)  
 Assistant Butter Maker  
 Material Handler  
 Hassia Operator  
 Sig Operator  
 Breakmen  
**Robot/Forklift Operator – Butter**  
**Benhil Operator**

**Cheese** Cheese Maker (qualified)  
**CIP/UF/RO/ROP Operator**

Culture Maker  
Cutting Room Operator  
Forklift Operator – Cheese  
Sanitation Attendant  
Material Handler  
Ingredient Operator  
Wash-up  
640 Line Operator  
**640/Lift Breakman**

**Milk Processing**

Evaporator Operator  
Separator Operator  
Processing Wash-up  
Sanitation Attendant  
Load-out  
Lead Hand  
Material Handler  
Damrow Operator  
Delaval/UF/Finisher Operator  
Bulk Milk Receiver

**Shipping & Receiving**

Shipper Receiver  
Material Handler  
Central Receiver/Maintenance Stock Room Clerk

The Company will pay for all licenses (newly acquired or renewals), which contribute to the overall operation of the plant.

**ARTICLE 28 - WAGES**

**28.01**

Effective	<i>April 1, 2019</i>	2,00%	2,25%	2,25%	2,50%	2,50%
		April 1, 2020	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
Trades	\$35.80	\$36.52	\$37.34	\$38.18	\$39.13	\$40.11
Skilled 1	\$31.28	\$ 31.91	\$32.62	\$33.36	\$34.19	\$35.05
Skilled 2	\$30.92	\$31.54	\$32.25	\$32.97	\$33.80	\$34.64
Skilled 3	\$30.44	\$31.05	\$31.75	\$32.46	\$33.27	\$34.11
Labour	\$30.11	\$30.71	\$31.40	\$32.11	\$32.91	\$33.74

The starting rate for new employees (excluding Skilled Trades) will be eighty-five (85%) percent of the rate of the job or jobs they perform. Automatic increases of five (5%) percent of the job rate will be granted on the completion of the probationary period, twenty-four months (24) credited service and thirty-six months (36) credited service.

**28.02 Shift Premium**

		April 1, 2020	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
Regular shift	4:00 p.m. - 12:00 a.m.	\$.53	\$.56	\$.59	\$.62	\$.65
	12:00 a.m. - 8:00 a.m.	\$.65	\$.68	\$.71	\$.74	\$.77
Irregular shift	6:00 p.m. - 12:00 a.m.	\$.53	\$.56	\$.59	\$.62	\$.65
	12:00 a.m. - 6:00 a.m.	\$.65	\$.68	\$.71	\$.74	\$.77

- 28.03 a) Lead Hands, specifically designated as such, receive fifty (50¢) cents per hour over regular rate.
- b) Acting Chief Engineer, specifically designated as such, receive fifty (50¢) cents per hour over regular rate.
- c) Trainer premium, specifically designated as such, receive one (\$1.00) dollar per hour over regular rate.



## ARTICLE 29 - SEVERANCE

29.00 A full time employee with two (2) or more years seniority who is permanently laid off shall be eligible for severance pay if not recalled within thirteen (13) weeks from the date of lay off as set out below.

The employee shall have the right at any time after the thirteenth (13) week period to waive his right to recall and shall receive severance pay in an amount equal to one thousand dollars (\$1,000.00) per year of service (or part thereof) with the Company. It is agreed anyone claiming severance above shall have no further claim to the Company.

29.01(a) In the event of the permanent discontinuance of all or part of the Winchester operation or in the event of job loss directly due to implementation of technological changes, it is agreed a full time regular permanent employee with two (2) or more years of seniority who is permanently laid off in the above situations shall be eligible for enhanced severance pay calculated on the basis of two (2) weeks regular pay per year or part thereof of completed service with the Company up to the date of layoff. Such employees must relinquish seniority and recall rights upon receipt of severance pay.

(b) The Company will provide as much advance notice of such actions as is possible but in no case shall notice be less than three (3) months. The Company also agrees to form a Committee composed of Union and Management representatives who shall administer a program of assistance to affected employees. This program will include items such as:

- Retraining assistance (up to one thousand five hundred dollars (\$1,500.00) for approved courses or program)
- Early retirement options working with the enhanced severance provided.
- Relocation allowance (two thousand five hundred dollars (\$2,500.00) maximum)
- An action centre through which to co-ordinate assistance for affected employees.
- Employee counseling
- Communications activities in support of an effective adjustment program.
- Other items as agreed to by the Union and Company

29.02 The above fulfills all the Company's obligations under section 48 of the Employment Standards Act. and anyone claiming severance under section 29.01 of this Collective Agreement shall have no further claim to the company.

**ARTICLE 30 - MISCELLANEOUS**

- 30.01 Letters of reprimand will be removed from an employee's file after twelve (12) months of active employment from the date of issuance of the most recent disciplinary letter.
- 30.02 The Letters of Understanding attached hereto form part of the Collective Agreement.

**ARTICLE 31 – PAID EDUCATION LEAVE**

- 31.01 The Company will contribute one (1¢) cent per regular hour worked by bargaining unit employees to the education leave fund.

Said paid education leaves will be for the purpose of upgrading the employees skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to: Unifor Leadership Training Fund addressed to the National Office.

**ARTICLE 32 – WORK RELATION / GRIEVANCE COMMITTEE**

- 32.01 **Composition**  
The Union designates a maximum of five (5) employees to sit on the Committee as well as a full-time rep of the Union at the request of either party.

**Role**

The role of the joint Committee is to examine and discuss any matter of common interest that may be of interest to employees, the Union or the Company, as well as any problem in the application or interpretation of the collective agreement. The Committee is also responsible to review and discuss all active grievance.

**Meetings**

The Committee meets once (1) each month, with one half (1/2) day for the Grievance Committee portion and one half-day (1/2) for the Labor Relations Committee portion, except between Canada Day and Labor Day; the committee may meet more frequently after agreement between parties. Committee minutes will be posted on the bulletin board after each meeting once reviewed by the Union.

**ARTICLE 33 – BONUS**

33.01 All employees upon the signature of the agreement will be eligible to a seven hundred and fifty dollars (\$750.00) signing bonus. The bonus will be paid at the latest fifteen (15) days of the signature of the agreement.

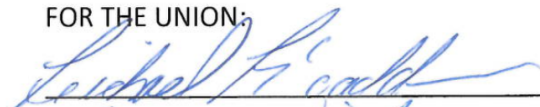

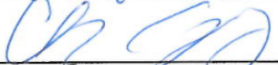
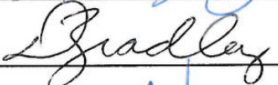


**ARTICLE 34 – DURATION**

34.01 This agreement which supersedes all previous agreements, will continue in effect from and including the 1<sup>st</sup> day of April, **2020**, to and including the 31<sup>st</sup> day of March, **2025** and unless either party notifies the other party of its desire to amend or terminate the said agreement, it will continue in effect from year to year thereafter. Notice by either party of its desire to terminate or amend this agreement may only be given during a period of not more than sixty (60) and less than thirty (30) days prior to the 31<sup>st</sup> of March **2025**, or any succeeding anniversary date.


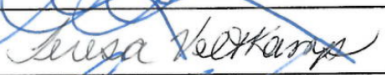

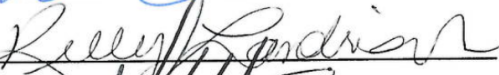

34.02 The parties will meet within fifteen (15) days after the giving of notice for the purpose of entering into negotiation.

DATED at Winchester, Ontario this 17<sup>th</sup> day of December, **2020**.

FOR THE UNION:

FOR THE COMPANY:

## **APPENDIX "A": PART-TIME EMPLOYEES**

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

The Union recognizes the Company's need for part-time employees in addition to seasonal employees. The Company agrees that the number of part-time employees (exclusive of seasonal employees) working at any one time will not exceed fifteen percent (15%) of the full time staff in the respective department, except in cases of emergency or other circumstances beyond the reasonable control of the Company. The Company will advise the Union of the circumstances or emergency. Part time employees will not be used to the extent that it results in the layoff of a full-time employee.

### **Article 1: Definitions/ Interpretation**

Regular part-time: normally works twenty-four (24) hours or less per week on a regularly scheduled basis.

Seasonal: an employee hired to work between April 15 to September 15 and/or the Christmas period.

- b) Notwithstanding anything to the contrary, only those matters, which are specifically set out as such, shall apply to seasonal employees.

### **Article 2: Probation Period**

2.01 A probationary employee may be discharged without cause and at the sole discretion of the Company. Such employee does not have recourse to the grievance and arbitration sections of this Agreement. The probationary period shall be six hundred forty (640).

### **Article 3: Recognition**

As set out in Article 2 of the main body of the Agreement.

### **Article 4: Management Rights**

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

**Article 5: Strikes and Lockouts**

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

**Article 6: Union Representation**

As set out in Article 17 of the main body of the Agreement.

**Article 7: Grievance Procedure**

As set out in Article 18 of the main body of the Agreement.

**Article 8: Arbitration**

As set out in Article 19 of the main body of the Agreement.

**Article 9: Seniority**

9.01 Part-time employees will accumulate seniority within their group based on the number of hours worked since their most recent date of hire. A list showing seniority standing shall be prepared each May and November and a copy will be sent to the union.

A seasonal employee who is transferred to regular part-time status will be credited with the number of hours worked since his last date of hire, for seniority purposes within that group.

**Article 10: Full Time Vacancies**

10.01 The Company will advise employees when it has a permanent full-time vacancy, which it wishes to fill, so that interested employees may make application for the position. The Company will give consideration to applications received from part-time employees AFTER full time employees have been considered under Article 5 of the body of the Agreement and BEFORE considering outside applicants. A part time employee who becomes a full-time employee must complete the full-time probation period.

**Article 11: Union Membership**

As set out in Article 21 of the main body of the Agreement.

**Article 12: Payment of Union Dues**

As set out in Article 22 of the main body of the Agreement.

**Article 13: Wages**

13.01

<b>PART-TIME EMPLOYEES</b>	<b>April 1, 2020</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
1st year	\$19.53	\$19.97	\$20.42	\$20.93	\$21.46
2nd year	\$19.88	\$20.33	\$20.78	\$21.30	\$21.84
3rd year	\$20.24	\$20.69	\$21.16	\$21.69	\$22.23

13.02

<b>SEASONAL EMPLOYEES</b>	<b>April 1, 2020</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
1st year	\$14.36	\$14.68	\$15.01	\$15.39	\$15.77
2nd year	\$14.96	\$15.30	\$15.64	\$16.03	\$16.43
3rd year	\$15.66	\$16.01	\$16.37	\$16.78	\$17.20

13.03 Shift Premium - as set out in Article 27.02 of the main body of the Agreement.

13.04 Part time and Seasonal employees may be assigned overtime in the event there are insufficient Full-time volunteers to meet the company's needs under Article 9 of the body of the Agreement.

**Article 14: Vacation**

Part time employees shall be paid vacation benefits as provided in the Employment Standards Act RSO.

## **Article 15: Statutory Holidays**

Part time employees shall be entitled to statutory holiday benefits as provided in the Employment Standards Act RSO.

## **Article 16: Voluntary Transition from Full Time**

- 16.01 It is understood the Company can not require a current full time employee to become a part time employee, however In the event a full time employee on the payroll at July 11, 2000 voluntarily agrees to reduce their employment status to Part time, then notwithstanding anything to the contrary in this Appendix "A", the following conditions shall apply:
- a) Any employee so choosing this option shall meet with the Company and the Union to establish the hours of work available, qualifications and priority of being called, establishing an agreement.
  - b) If the employee has one year of active employment at the time of converting to Part time, the employee will be paid at their full time job rate for any hours worked during the one (1) year period following their date of conversion; thereafter, they will be paid at the Part time rate.
  - c) The Company will continue to pay for one year the present premium cost to maintain the life insurance, accidental death and dismemberment, Major Medical care, including prescription drugs, and dental plan at the level it was immediately prior to becoming Part time. Continued eligibility will be subject to the Part time employee working an average of twenty (20) hours or more per week in the previous quarter (reviewed quarterly based on the effective date of the original layoff). Following this eligibility period of up to one year, the employee will pay one-half (1/2) of the required premium cost and the Company will pay one-half (1/2) for one (1) additional year, if they elect to continue the benefits specified above.
  - d) During the first (1<sup>st</sup>) year as a Part time employee, the rate of vacation pay accrual will be based on their entitlement as a full time employee immediately prior to converting to Part time; thereafter, their vacation pay will be in accordance with the provisions for Part time employees.
  - e) A regular full-time employee who retires and is rehired within one year of their retirement date as a Part time employee shall be exempt from serving a probation period.

- f) A regular full-time employee who voluntarily converts to Part time shall only be entitled to be rehired to full time employment once during their employment with the Company.



**APPENDIX "B": SENIORITY LIST**

Full-Time Seniority List as of February 2021

\* Denotes off on leave greater than 12 months and seniority will be adjusted upon their return

#		Last Name	First Name	Seniority Date
1	*	Pemberton	Dwayne	1972/9/14
2		Moore	Larry	1975/6/9
3		Barkley	Garry	1975/8/5
4		Edgerton	Wayne	1975/8/6
5		Crowder	Stephen	1975/8/26
6		Morrell	James	1975/9/23
7		Hogaboam	Daniel	1976/4/24
8		Walker	Randy	1976/7/29
9		Steele	Brian	1976/8/26
10		Johnston	Steven	1977/1/26
11		Heymans	John	1977/3/28
12		Dawson	Andrew	1977/3/29
13		Vanderveen	Jack	1977/3/29
14		Moore	Glendon	1977/3/29
15		Duncan	Douglas	1978/6/19
16	*	MacMillan	Kevin	1978/9/16
17	*	Little	Steven	1978/9/16
18		Cooke	Larry	1978/9/23
19		McLean	Alan	1979/4/8
20		Hutt	David	1979/9/15
21		Liscumb	Russell	1979/9/19
22		McMillan	Chris	1979/9/23
23		Murphy	Jeffrey	1979/10/11
24		Simpson	Bruce	1979/12/27
25		Eastman	Kevin	1980/2/11
26		Derue	Jeffrey	1980/3/5
27		Larmour	Donald	1980/4/19
28		Gibeault	Ronald	1980/4/24
29		McMillan	Curtis	1980/8/12
30		Kirkwood	Darren	1980/8/13
31		Fawcett	Donald	1980/9/2
32		Kelly	Grant	1980/9/15
33		Coleman	Douglas	1981/3/26
34		Harper	Alan	1981/4/3
35		Marriner	Peter	1981/9/1

#		Last Name	First Name	Seniority Date
36		Summers	Geffory	1981/9/9
37		Pemberton	Christopher	1981/9/15
38		Wicks	Bruce	1986/9/8
39		Moore	Keith	1986/9/15
40		Lennox	William	1986/9/15
41	*	Barrie	Brian	1988/4/4
42		Fraser	Robert	1988/6/4
43		Dubois	Daniel	1988/9/12
44		Barkley	Ricky	1988/9/13
45		Cutler	Dwain	1989/2/13
46	*	Prince	Steven	1989/2/13
47		Fraser	Anthony	1989/2/14
48	*	Wise	Mark	1989/2/20
49		Casselmann	Rodney	1989/3/12
50		Broadbent	Stewart	1989/3/14
51		Michels	George	1989/3/15
52		Holmes	Bradley	1989/3/16
53		Williams	Terry	1989/3/19
54		McCadden	Michael	1989/8/11
55		Racine	J.R.Charles	1989/9/6
56		Broadbent	Steven	1990/5/1
57		Berube	William	1991/2/25
58		Murphy	Timothy	1991/3/13
59		Brown	Robert	1991/3/16
60	*	Arbuthnot	R. Scott	1991/9/16
61		MacFarlane	John	1992/3/25
62		Whalen	William	1992/3/25
63		Smith	Todd	1995/11/20
64		St.Pierre	Daniel	2001/9/7
65	*	Sargent	Jeffrey	2002/9/9
66		Chambers	David	2002/11/12
67		Vanoers	Jason	2002/11/13
68		Leclair	Luise	2003/10/21
69	*	McLean	Wayne	2005/7/25
70		Cole	Scott	2006/4/12

71	McLean	Joshua	2006/4/14
72	Cassell	Douglas	2006/4/14
73	Patterson	Ryan	2006/4/15
74	Hebert	Arthur	2006/5/15
75	Murphy	Robert	2007/4/2
76	Kroll	Matthew	2007/4/2
77	Patterson	Barry	2007/6/3
78	Pemberton	Craig	2008/12/1
79	Collier	Christopher	2008/12/2
80	Magee	David	2009/6/22
81	McLean	Thomas	2010/1/26
82	* Bogle	Aaron	2010/1/27
83	Lavine	Sabine	2010/2/1
84	Thompson	Robert	2010/4/26
85	Van Moorsel	Noah	2010/6/7
86	Pelkey	Danny	2010/8/15
87	Webster	Scott	2010/11/15
88	Bradley	David	2010/1/25
89	Crawford	Ryan	2012/4/30
90	Albert	Ronald	2012/5/22
91	Xiong	Wei Yun	2012/12/14
92	McRae	Ryan	2013/3/26
93	Schofield	Adam	2013/5/6
94	Vanoers	Bryan	2013/5/7
95	* Overdulve	Ronald	2013/6/10
96	McLaren	Bob	2013/11/4
97	Luimes	John	2014/5/19
98	McKay	Colin	2014/6/25
99	McMillan	Shaun	2014/6/30
100	MacLean	John	2014/8/23
101	* Trayner	Spencer	2014/8/25
102	Gregoire	Roland	2014/9/2
103	Young	Peter	2014/9/2
104	Arial	Corey	2014/12/3
105	Williams	Garrett	2014/12/3

106	Van Moorsel	Andrew	2014/12/8
107	Stafford	Eric	2014/12/22
108	McMillan	Blair	2015/1/5
109	Lanctot-Malette	Beaw	2015/1/5
110	Hanniman	Chad	2015/1/19
111	Thornton	Shayne	2015/2/2
112	Cumming	Kevin	2015/2/3
113	Bradley	Craig	2015/2/9
114	Betterley	Justin	2015/2/23
115	Vincent	Ryan	2015/2/23
116	Swank	Ryan	2015/2/23
117	Norris	Scott	2015/3/9
118	McRae	Mark	2015/4/13
119	Poissant	Charles	2015/5/4
120	Thomas	Gordon	2015/3/2
121	Froom	Jeremy	2015/5/11
122	Wood	Richard	2015/5/18
123	Martin	Paul	2015/5/19
124	Hoogwerf	Cole	2015/5/19
125	Archambault	Andy	2015/5/25
126	Crawford	Christopher	2015/5/25
127	Larose	Russell	2015/5/25
128	Burley	Jeremy	2015/6/8
129	Bilmer Ouderkirk	Amanda	2015/6/29
130	Van Beilen	Rudy	2015/7/6
131	Rutherford	Samantha	2015/12/21
132	DeJong	Mallorie	2016/2/14
133	Froats	Ryan	2016/2/15
134	Dodge	Amy	2016/2/16
135	* Van Bridger	Chris	2016/2/22
136	Dingwall	Chad	2016/3/7
137	André	Shaun	2016/3/14
138	McMillan	Bradley	2016/3/20
139	Gillard	David	2016/4/4
140	Shaver	Shawn	2016/4/11





**Lactalis Canada Inc.**

490 Gordon St.

Winchester, Ontario

K0C 2K0

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**Fax:** 613-774-2685

**[www.lactalis.ca](http://www.lactalis.ca)**

Letter of Understanding - Re: Sunday Overtime

This letter will confirm the understanding reached at the recently concluded negotiations for the Winchester plant agreement to the effect that during the term of the Collective Agreement which expires March 31, 2025:

the Company will continue the practice where an employee who is scheduled to work Monday to Friday and who subsequently agrees to and works overtime on Sunday, in that week, hours worked following completion of 40 hours worked (32 or 24 as the case may be in a holiday week) will be paid at a rate of time and one-half (1.5X).

Yours truly,

A handwritten signature in blue ink, appearing to read "B. Shurtleff", written over a light blue horizontal line.

Bruce Shurtleff  
Director, Plant Operations



**Lactalis Canada Inc.**

490 Gordon St.

Winchester, Ontario

K0C 2K0

**Tel:** 613-774-2310

**Fax:** 613-774-2685

[www.lactalis.ca](http://www.lactalis.ca)

Unifor  
Local 462

Letter of Understanding - Re: Overtime List

This letter will confirm the understanding reached at the recently concluded negotiations for the Winchester plant agreement to the effect that during the term of the Collective Agreement which expires March 31, 2025:

It is understood that in order to facilitate the distribution of overtime, in a department to senior employees in the plant who are reasonably qualified and able when employees in a department decline the opportunity, the Plant Manager will maintain a list by seniority of those employees in the plant willing to work overtime in other departments.

This list will be initiated by being posted in each department for two weeks.

Additions or deletions can be made at any time by advising the Plant Manager.

Yours truly,

A handwritten signature in blue ink, appearing to read "B. Shurtleff". The signature is stylized and fluid.

Bruce Shurtleff  
Director, Plant Operations



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Unifor  
Local 462

Letter of Understanding Part-Timers

This letter will confirm the understanding reached by the parties during the recent negotiations for the renewal of the Winchester plant collective agreement to the effect that during the term of the collective agreement which expires March 31, 2025:

The Company agrees it will continue to schedule part time employees in the same manner as in the past with regard to performing work in classified positions. In the event the Company determines a need to change from this past practice it will discuss the matter with the union at least thirty (30) days prior to implementation. The Company agrees to give due consideration to union proposals to limit the economic impact on full time employees. Such change will not be used to the extent that it prevents the hiring of a full-time employee where a full-time classified job exists nor prevents the posting for a full-time classified job in accordance with Article 5 where a full-time classified job exists. Following such discussion if the union is not in agreement with the Company position, then within ten (10) working days following the Company's last position, the matter may be submitted as a grievance to arbitration in accordance with Article 19 of the collective agreement. The Company agrees such change will not be done in an arbitrary or unreasonable manner. Both parties agree that arbitrations under this Letter of Understanding will be processed as quickly as possible.

Yours truly

A handwritten signature in blue ink, appearing to read "B. Shurtleff".

Bruce Shurtleff  
Director, Plant Operations



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---

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Unifor  
Local 462

Letter of Understanding - Red Circling

This letter will confirm the understanding reached by the parties during the recent negotiations for the renewal of the Winchester plant collective agreement to the effect that during the term of the collective agreement which expires March 31, 2025:

The company agrees to continue the practice of red circling employees who move from a higher wage classification to a lower wage classification through no fault of their own during the life of this collective agreement.

Yours truly,

A handwritten signature in blue ink, appearing to read "B. Shurtleff".

Bruce Shurtleff  
Director, Plant Operations



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Unifor  
Local 462

Letter of Understanding - Re: Social Justice Fund

This letter will reconfirm the understanding reached at the recently concluded negotiations for the Winchester plant agreement to the effect that during the term of the Collective Agreement which expires March 31, 2025:

Subject to the conditions herein, The Company will contribute one cent (1¢) per hour worked to a maximum of 40 hours per week per employee to the Unifor Social Justice Fund. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for purposes of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year. Contributions to be made payable to "Unifor. Social Justice fund" and remitted to the Union office at 274 Alliance Road, Unit 1, Milton, Ontario L9T 2V2.

The purpose of the Unifor Social Justice Fund is to provide financial assistance to such entities as food banks, registered Canadian charities and international relief measure to assist the innocent victims of droughts, famines and other dislocations.

The Company will make these quarterly payments provided that:

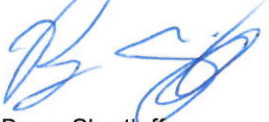
- a) The Union incorporates the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- b) The Union registers the non-profit corporation as a charity under the Income Tax Act of Canada and maintains the registration in good standing;
- c) The Union obtains and maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible;
- d) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation;
- e) The objects, by-law and resolutions of this non-profit corporation should limit to making the following types of financial contributions;
  - i) contributions to other Canadian non-partisan charities that are registered under the Income Tax Act.
  - ii) contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA) or any successor body that performs like functions.
  - iii) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making financial contributions.
  - iv) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.



The Company and the Union agree that the Company shall be under no obligation to continue making the quarterly contributions set forth above should the conditions not be met of providing the Company with documentation to establish that the requirements of points (a) to (d) above have been, and are continuing to be met. Upon the Union providing this documentation to the Company, the Company at the next quarterly contribution date will make that contribution to the fund's non-profit corporations.

Thereafter, the Company will pay each subsequent quarterly contribution as set forth above, for the life of this Agreement, as long as the requirements of (a) to (d) above continue to be met by the Union.

Yours truly,



Bruce Shurtleff  
Director, Plant Operations



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## **LETTER OF UNDERSTANDING – Part-Time Employees**

This letter will confirm the understanding reached by the parties during the recent negotiations for the renewal of the Winchester plant collective agreement to the effect that during the term of the collective agreement which expires March 31<sup>st</sup>, 2025;

The Company agrees it will continue to schedule part-time employees in the same manner as in the past with regard to performing work in classified positions.

The Company agrees it will only schedule part-time employees beyond 24 hours per week during the following periods;

Week of March Break  
1<sup>st</sup> Sunday of second full week of June through to the 4<sup>th</sup> Saturday of September  
First full two weeks of November  
Christmas Week  
New Year's Week

The Company agrees that when an unplanned extra production shift is required after Thursday at 6:00pm (as per Article 9.03) employees who appear on the 640 line general labour schedule will be offered this shift, as per Article 10.04(c) 2.1(c) 2.4(a). Remaining vacancies will be filled with part-time employees, who will not exceed 40 hours of work in that week. Any further vacancies will be filled as per Article 10.04(c), 2.4(b).

In the even the Company determines a need to change from this past practice it will discuss the matter with the union at least thirty (30) days prior to implementation. The Company agrees to give due consideration to union proposals to limit the economic impact on full-time employees. Such change will not be used to the extent that it prevents the hiring of a full-time employee where a full-time classified job exists nor prevents the posting for a full-time classified job in accordance with Article 5 where a full-time classified job exists. Following such discussion if the union is not in agreement with the Company position, then within ten (10) working days following the Company's last position, the matter may be submitted as a grievance to arbitration in accordance with Article 19 of the collective agreement. The Company agrees such change will not be done in an arbitrary or unreasonable manner. Both parties agree that arbitrations under this Letter of Understanding will be processed as quickly as possible.

Yours truly,

  
Bruce Shurtleff  
Director, Plant Operations



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Unifor  
Local 462

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Letter of Understanding – Re: Apprenticeship Program

This letter will confirm the understanding reached by the parties during the recent negotiations for the renewal of the Winchester plant collective agreement to the effect that during the term of the collective agreement which expires March 31, 2025.

Apprenticeship Training Program

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

Rates for Apprentices:

First 12 months – General labour rate

End of 1<sup>st</sup> year – Skill 3 rate

End of 2<sup>nd</sup> year – Skill 2 rate

End of 3<sup>rd</sup> year – Skill 1 rate

Upon Trade Certification – Trade Rate

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

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

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

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

- If an apprentice does not successfully pass any one year of the program they will be required to reimburse the company the tuition cost for that year and they will revert back to the general labour pool.

Yours truly,

A handwritten signature in blue ink, appearing to read "B Shurtleff". The signature is stylized and cursive.

Bruce Shurtleff  
Director, Plant Operations



Lactalis Canada Inc.

490 Gordon St.

Winchester, Ontario

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LETTER OF UNDERSTANDING - OVERTIME

As business partners, Lactalis Canada Inc. Winchester and Unifor, Local 462, recognize importance of maintaining strong customer relations and ensuring a quality product. As such, the union and its membership recognize that the Company may require additional work from time to time to meet peak or unexpected production requirements or emergency situations. Where the Company requires work in excess of the daily or weekly hours, the union and its membership shall put forward the commitment to work in partnership with the Company to find a resolve in such circumstances.

In doing so, the Company will ensure such support requests are made in good faith and will not be a means of meeting its normal production requirements.

Dated at Winchester, ON this 17th day of December, 2020

For the Company:

[Signature]
Bruce Shurtleff

[Signature]
Navid Kobari

[Signature]
Teresa Veltkamp

[Signature]
Chantal Boucher

[Signature]
Kelly Landriault

For the Union:

[Signature]
Charles Redden

[Signature]
Mike McCadden

[Signature]
Chris Crawford

[Signature]
Bruce Wicks

[Signature]
Scott Norris

[Signature]
David Bradley



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### LETTER OF UNDERSTANDING – Maintenance Facility Labourer


This letter will confirm the understanding reached by the parties during the recent negotiations for the renewal of the Winchester plant collective agreement to the effect that during the term of the collective agreement which expires March 31<sup>st</sup>, 2025;

The Company and the Union acknowledge the need for various tasks to be performed in and around the Winchester facility. The frequency, timeline and nature of duties for such work will vary in accordance to business demands. The introduction of the Yard Person position does not preclude the Company to complete occasional day to day tasks, whether by members of management or contractors, that are required to ensure the health and safety of its workforce, to address any HACCP requirement or general business repairs. The Company and Union agree that the Yardman position will be re-evaluated one (1) year after the position is filled.

Dated at Winchester, ON this 17<sup>TH</sup> day of DECEMBER, 2020

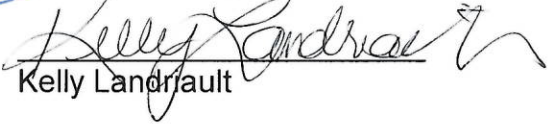
For the Company:

  
\_\_\_\_\_  
Bruce Shurtleff

  
\_\_\_\_\_  
Navid Kobari

  
\_\_\_\_\_  
Teresa Veltkamp

  
\_\_\_\_\_  
Chantal Boucher

  
\_\_\_\_\_  
Kelly Landrault

For the Union:

  
\_\_\_\_\_  
Charles Redden

  
\_\_\_\_\_  
Mike McCadden

  
\_\_\_\_\_  
Chris Crawford

  
\_\_\_\_\_  
Bruce Wicks

  
\_\_\_\_\_  
Scott Norris

  
\_\_\_\_\_  
David Bradley

<b>Effective Date</b>	<b>January 1, 2019</b>
<b>Booklet Review Date</b>	
<b>Sun Life Policy Number</b>	<b>102898 &amp; 151898</b>
<b>Billing Group &amp; Class</b>	<b>124 / 35</b>
<b>Description</b>	<b>Retired Winchester Union Plant Employees</b>
<b>Criteria</b>	At least 55 years old with minimum 10 years of service. (Note: Members can decline Health but still be eligible for Life)
<b>Cost Sharing</b>	Life: 100% Employer paid    Health: 100% Employee paid
<b>Life</b>	<b>Sun Life Financial #102898</b>
Benefit Schedule	\$5,000
Maximum	\$5,000
Waiver of Premium	No
Terminates at Age	Death
<b>Health Care</b>	<b>Sun Life Financial #151898</b>
<b>Drugs</b>	<b>Drugs</b>
Pay Direct Drug Card (Yes/No)	Yes
Deductible/Dispensing Fee	Nil
Coinsurance	80%
Definition of Drug Formulary	Legally Requiring a Prescription Generic unless "no substitution" indicated
Fertility Drugs	\$3,000/lifetime
Smoking Cessation Drugs	\$600/lifetime
Erectile Dysfunctional Drugs	\$1,000/cal yr
Weight Loss Drugs	\$2,000/lifetime
Hospital Accommodation	Semi-private
Deductible	Nil
Coinsurance	100%
Convalescent Care	R&C (if within 14 days of a 3 consecutive day hospital stay)
Addiction Facility	R&C
<b>Extended Health Care</b>	<b>Sun Life Financial #151898</b>
Deductible	Nil
Co-insurance	85%
Accidental Dental	Within 6 months of accident
Private Duty Nursing	R&C
Orthopaedic Shoes/Boots	No
Orthotic Devices	No
Hearing Aids	\$500/lifetime
<b>Paramedical Practitioners</b>	
Accupuncturist	No
Chiropracist/Podiatrist	No
Chiropractor	\$10 per visit, 20 visits/cy
Christian Science	No

Massage Therapist	No
Naturopath	No
Osteopath	\$10 per visit, 20 visits/cy
Orthotherapist	No
Physiotherapist	Reasonable & Customary
Psychologist	No
Psychiatrist	No
Speech Therapist	No
<b>Vision Care</b>	
Vision Care (100%, no deductible unless otherwise stated)	\$230 /24 months
Eye Examinations (100% no deductible unless otherwise stated)	No
<b>Medical Equip. &amp; Supplies</b>	<b>refer to booklet</b>
<b>Out of Country</b>	<b>Out-of-Province/Country</b>
Deductible	Nil
Coinsurance	100%
- Emergency Maximum	\$2,000,000 per incident
- Referral Maximum	\$500,000 per lifetime
- Travel Assist	Worldwide Travel Benefit
Limit on Travel Days	60 days
<b>Overall Plan Maximum</b>	<b>\$5000/cy for medical services, equipment and paramedicals combined (excluding drugs, vision and semi-private hospital from overall maximum) effective April 1, 2016</b>
Survivor Benefit	12 Months
Terminates at Age	Death

\*\*Above rates will change year to year based on plan experience