

COLLECTIVE AGREEMENT

BETWEEN

MAPLE LEAF CONSUMER FOODS
(THE COMPANY)

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 7536-14



EFFECTIVE: **SEPTEMBER 30, 2016**

EXPIRES: **SEPTEMBER 29, 2019**

COPE-343

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to set out the terms and conditions of employment and to provide an amicable method of settling differences or grievances.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) as the bargaining agent of all employees of Maple Leaf Consumer Foods Inc., at 97 Walker Drive in the City of Brampton, save and except Production Supervisors and those above the rank of Production Supervisor, Industrial Engineers, Chief Engineer, Project Engineer, office, clerical, sales and technical staff.
- 2.02 Employees of the Company who are not members of the bargaining unit shall not perform work regularly performed by bargaining unit employees, except in cases of training and instruction or emergencies, and when bargaining unit employees are not readily available.

ARTICLE 3 RELATIONSHIP

- 3.01 The Company and the Union agree that in accordance with the Ontario Human Rights Code, and Labour Relations Act they shall not discriminate against any employee because of "race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability, political or Union beliefs."

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that subject to the provisions of this agreement, the management of the business enterprise and direction of the working force are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- 4.02 Maintain order, discipline, efficiency and safety and to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices to be observed by its employees;
- 4.03 Hire, promote, demote, classify, transfer, and layoff;
- 4.04 Discharge, suspend, or otherwise discipline employees for just cause;
- 4.05 Generally to manage the processing enterprise in which the Employer is engaged and without restricting the generality of the foregoing, to determine the number and location of Plants, the methods of production, the schedule of production, the kind and operation of machines and equipment to be used, the process of production, the formulating of products, and the control of material to be incorporated into products, and to establish standards of

quality and quantity for all equipment and operations; and extend, limit, curtail or cease operations or services of any part thereof.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Company agrees that during the life of this Agreement, it shall not cause or direct any lockouts of employees and the Union agrees that it shall not cause or direct any strikes of its' members. The term "strike" or "lockout" shall have the same meaning as in the Ontario Labour Relations Act.

ARTICLE 6 - UNION SECURITY

- 6.01 The Company agrees that all employees shall become and remain members of the Union as a condition of their continued employment.
- 6.02 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly-basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

Effective the first pay period in 2018 weekly basis will change to bi-weekly basis in accordance with Article 21.02

- 6.03 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083 Commerce Court Postal Station, Toronto Ontario M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
- 6.04 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted and from whom no deductions have been made and reasons;
 - b) This information shall be sent to both Union addresses identified in article 6.03 in such form as shall directed by the Union to the Company.
- 6.05 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

- 6.06 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Company agrees to recognize one (1) Union Steward for every twenty-five (25) employees with a minimum of one steward per shift.
- 7.03 The Company shall be notified by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto. The Company shall recognize only such employees as stewards.
- 7.04 The Company agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees which includes the Chairperson, Chief Steward and Local Union President, along with the Staff Representative or his designee,(for a total of four (4)).
- 7.05 When the legitimate business of the Grievance Committee or Union Steward requires him to leave the workstation and/or department, he shall first receive permission from the supervisor. When it becomes necessary for the investigation of legitimate union business or grievances, this investigation shall take place **at a time that does not interfere with the efficiency of the plant, which may include rest or lunch breaks.** Paid time necessary for the prompt handling of grievances shall be granted provided the efficiency of the operation will not be affected.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Union shall have the right to appoint or elect up to three (3) full time Union members to the negotiating committee which shall include the Plant chairperson and International Representatives. Provided sufficient notice is received, time off without pay will be granted to members of this committee for preparation and negotiating purposes. If the population exceeds 200 full-time bargaining unit employees, the numbers will increase to four (4).
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 Any employee or the Union on their behalf may approach the employee's supervisor to raise an employee concern. The company will respond as soon as possible but no later than five (5) calendar days in an attempt to address the concern.

STEP TWO

- 9.02 If the matter is not resolved to the employee's satisfaction, the employee or the Union on his/her behalf, may refer the matter as a formal grievance, in writing to his/her **Manager** within **seven (7)** calendar days **following the date on which the issue was initially raised to the supervisor**. The Manager will meet with the grievor and Union Steward within five (5) calendar days to resolve the matter, unless either party asks for a reasonable extension. The Manager will respond in writing within five (5) calendar days. If the matter is not resolved to the satisfaction of the Union, the matter may be referred to Step 3 by forwarding the grievance to the HR Manager.

STEP THREE

- 9.03 The HR Manager shall within seven (7) calendar days arrange a meeting to discuss the grievance **with the union grievance committee as defined in Article 7.04**. **The grievor, if requested by either party** will be allowed to attend.
- 9.04 Within seven (7) calendar days following the meeting, the HR Manager shall deliver his/her reply in writing to the Union. If the answer is not satisfactory, the Union may refer the grievance to arbitration, provided it does so within **fifteen (15) calendar** days of receipt of the HR Manager's reply. **If no written request for arbitration is received within fifteen (15) calendar days after the decision in step 3 is provided, it shall be deemed to have been settled or abandoned.**
- 9.05 Written grievances will be filed as close to the alleged incident as possible, but in any event, no later than **seven (7) calendar** days following the date on which the issue was raised to the supervisor.
- 9.06 (a) The time allowance provided in this Article may be extended by mutual agreement between the Parties in writing.
- (b) If the time allowance, or any extension thereof, is not observed by the Party who it has alleged has violated the Agreement, the grievance will be considered as advanced to the next step of this procedure, including Arbitration.

9.07 Group Grievance

The Employer will recognize a group grievance as one which affects more than one employee with respect to whom the issues affects and facts are substantially the same.

9.08 Policy Grievance

Any differences arising directly between the Union and the Employer, relating to the interpretation, application or alleged violation of the Collective Agreement may be presented by either party as a Policy Grievance within (10) calendar days after the date when the Union or Employer first became

aware of the event giving rise to the provisions of this grievance commencing at Step (3) Article 9.04. It is understood, however that the provisions of this paragraph shall not be used with respect to a grievance directly affecting an employee(s) **which the employee(s) could themselves institute** and that the regular grievance procedure shall not **thereby** be by-passed.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

- 10.01 A claim by an employee that he has been discharged or suspended without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged within **seven (7) calendar** days after the employee receives notice that he has ceased to work for the Company or returns to work after a suspension as the case may be.
- 10.02 An employee, who has been dismissed without notice, shall have the right to interview his Union Steward, for a reasonable period of time, before leaving the Company premises. Not to exceed one hour.
- 10.03 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given in the presence of a Union Steward, or in writing, with a copy given to the Union,
- 10.04 The Company will remove all disciplinary references from the employee's personnel file provided there has been no further disciplinary action taken by the Employer for a period of twenty-four (24) months of employment for suspensions and twelve (12) months for verbal and written warnings, after which the Company shall not issue any such disciplinary references against the employee at a later date. This time frame of twenty-four (24) and twelve (12) calendar months shall not include periods of layoff and/or absences due to illness or injury which exceeds thirty (30) continuous calendar days

ARTICLE 11 - ARBITRATION

- 11.01 The parties shall mutually agree to the appointment of a sole Arbitrator to provide a final and binding resolution to any grievance referred to arbitration.
- 11.02 No person shall be selected or appointed as an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 11.03 Where the parties cannot agree on an Arbitrator, the Ontario Ministry of Labour will be requested to make the appointment. Either the Union or the Company can apply for a single arbitrator under the Labour Relations Act.
- 11.04 The Arbitrator shall not have jurisdiction to alter or change any provision of this Agreement, or to render any decision inconsistent with the Agreement or deal with any matters not covered by the Agreement. An arbitrator has power to interpret and apply human rights and other employment related statutes.

11.05 The expense and fee of the Arbitrator shall be borne equally by the parties to the arbitration proceeding.

ARTICLE 12- SENIORITY RIGHTS

12.01 **Unless expressly provided for otherwise,** seniority as referred to in this Agreement shall mean the length of continuous service in the employ of the Company in the bargaining unit. Seniority for employees who have completed their probationary period will have a single, permanent, plant-wide seniority date, which will be applied in all circumstances where seniority is a factor.

12.02 An employee shall not have any seniority, and shall be considered as a probationary employee until she/he has attained seniority status by actually working a total of **1000** hours. Until a probationary employee attains seniority status, his/her name shall not appear on any seniority list. Upon completion of the probationary period, the employee's name shall be added to the seniority list dating from the last date of hire.

The Company, at their discretion, may discharge any probationary employee within the above time limit, with or without just cause and such discharge shall not be open to review and the employee shall have no recourse to the grievance and arbitration procedure with respect to their termination.

In the event two (2) or more employees have the same hire date, a draw of numbers will be conducted by the affected employees to determine their seniority.

12.03 Seniority for full time employees will be used as a factor to determine hours of work, vacation entitlement, wage progressions, job postings, layoff, shift preference and recall where qualifications, skill and ability are equal.

12.04 Departments

The current list of departments is as follows:

1. Maintenance
2. Plant Services
3. QA
4. Raw Packaging
5. Blending/Grinding
6. RTE Packaging
7. **Stationary Engineering**
8. **Shipping/Receiving**

The Company has the ability to create additional departments or delete or amend departments during the life of this Agreement.

12.05 The seniority of an employee shall cease and employment terminated if:

(a) Quits or retires

- (b) The employee has been absent from work due to illness or injury for twenty-four (24) months, **or** their physician has indicated there is no prognosis of a return to work in the foreseeable future **and provided such** termination is not in conflict with applicable Human Rights legislation.
- (c) the employee is absent without leave for more than three (3) working days without reasonable excuse, or
- (d) the employee is discharged for cause and such discharge is not reversed under the grievance procedure, or
- (e) the employee fails to report after recall from layoff within seven (7) calendar days after the mailing of the recall notice.

12.06 The Union Stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. A copy posted on the plant bulletin boards for employee's inspection and a copy mailed to the Peel-Halton Area Office of the Union. Such Union list shall contain the employees job classification, current rate of pay and the employee's latest address on file with the Company.

12.07 Job Postings

Back up:

The Company shall post for **Back-up** positions to cover for planned absenteeism by shift. All full-time, bargaining unit employees who are interested in obtaining a classification in job Level 2 or higher must apply through a **job posting process**. **Back up positions shall be awarded by shift in accordance with Article 12.10 Job Postings. Employees will only be permitted to hold one (1) back up position**

12.08 Training opportunities in Level 3 or higher shall be awarded on the basis of skill, ability and qualifications. When these factors are relatively equal the senior employee shall be awarded the opportunity. Training opportunities in Level 2 shall be awarded on the basis of seniority.

12.09 a) Employees awarded a position, **inclusive of a Back-up position**, will receive a training period of up to ten (10) working days. **After successful completion of training the employee will receive the pay in accordance with the job being performed.** If the employee does not successfully complete the training period, or during the training period decides not to continue in the job, he or she will be returned to their former position. If the awarded candidate is not successful, **the employer will revert back to the original posting to select the next qualified candidate.**

b) In the event there are no applicants for a backup position the Company will appoint an employee that does not hold a back-up position. In most cases, the

company will select from the same classification level or one classification level below (on shift) who possess the skill & ability to fill the backup position. The employee will receive the same training period as in 12.09a, however will not have the ability to decline themselves from the position.

- 12.10 When a **temporary, back up or** permanent job vacancy is identified, it will be posted on the bulletin board for five (5) business days. All full-time bargaining unit employees are eligible to apply. Employees absent during the posting period who have indicated their interest on their Leave Application Form and who are able to return to work within a four (4) week period shall also be considered as applicants.
- 12.11 In filling job postings, the job shall be awarded as soon as reasonably possible and no later than seven (7) business days.
- 12.12 In selecting an employee for a job posting for jobs at Level 3 or above, the Company shall select the senior employee, that has applied holding the back up position (if any) thereafter the company will consider the other employee's qualification, skill and ability. If these factors are equal the senior applicant will be awarded the position.
- 12.13 For all other jobs, the company shall select the senior employee that has applied holding a back up position thereafter the company shall select the employee with the most seniority, providing the employer deems that the senior candidate is competent in the role.
- 12.14 Jobs shall not be considered vacant when employees are not at work because of sickness, accident, or authorized leave of absence. However, if it is known that an employee is to be absent from work because of sickness, accident, or on leave of absence for more than sixty (60) working days, the job shall be posted as a temporary job and the provisions of this Article shall apply. Upon completion of the temporary assignment the employee shall return to his former job.
- 12.15 An employee who successfully bids on a new job shall not bid on a future opening until after the twelve (12) month anniversary date of the transfer unless it is to a higher paying job.
- 12.16 An employee who is bypassed in favour of an employee with less seniority to fill the job posting, shall be notified as to the reason(s) he was not accepted. The name of the successful applicant shall be posted on the bulletin board

Layoff and Recall

12.17

Work Shortage:

During Work Shortages of three (3) consecutive regular working days or less, the company will first send home agency employees and then the most junior bargaining unit employees on the shift **providing** the remaining employees have the **demonstrated skill and ability to perform the work.**

For clarification, employees in the affected department where there is a work shortage shall be allowed if they so choose to displace the most junior Level 1 employee in another department that is not affected by the work shortage if they have the skill, ability and seniority to do so. The displaced employee would then be sent home.

Layoff:

Prior to reducing any hours of work from bargaining unit employees the Company shall **provide affected bargaining unit employees with reasonable notice and also** layoff all agency workers from within the plant.

A layoff for the purpose of the Article shall be defined as no available hours, for affected full-time employees for more than three (3) consecutive regular work days.

In the event of a layoff of more than three (3) days, the most junior full-time employees in the department will be laid off first provided the remaining employees have the skill and ability to perform the remaining work.

If an employee is laid off, he or she will have the option of accepting the lay-off prior to exercising their seniority rights as follows:

A full-time employee in level 2 or higher, laid off work in his or her department, shall bump the most junior full-time employee on the shift, within the same job grade, provided the employee has the demonstrated qualifications, skills and ability to do the work. If no bump is available within the same grade and shift, the displaced employee may then attempt to bump the junior employee in the grade below, on the same shift. If the junior employee in level one on the shift is displaced, they will bump the junior level one employee in the plant.

When a laid-off employee is displacing a grade 1 employee, seniority shall be the governing factor.

Employees on layoff will be recalled in order of seniority provided they have the demonstrated qualifications, skill and ability to do the available work. Notice of recall will be delivered verbally, by telephone, or, if unable to make contact with the employee, by registered mail or courier to the last recorded address of the employee.

No new employee shall be hired until those laid off have been given the opportunity to recall.

Prior to going on lay-off, employees so affected may opt to continue or waive their extended health & dental benefit coverage during their period of lay-off for a period of up to six (6) months. Employees who choose to continue coverage and who have selected coverage at a level higher than what the Company credits pay for, will be required to reimburse the Company those additional premiums in advance of each month, by post-dated cheque.

A laid-off employee shall retain recall rights, unless waived, for up to 12 months.

Employees with over two (2) years of continuous service – will have twenty-four (24) months recall rights.

The Chairperson shall be notified and given a list of the names of any employees slated for lay-off and expected duration.

12.18 **Preferential Seniority**

(a) Local Union Plant Chairperson, and Union Chief Steward shall have top plant-wide seniority in case of lay-off and shall be retained by the Company on work they are willing and able to perform.

(b) Chairperson and Chief Steward who are retained in employment due to the provisions of (a) above shall only be entitled to job preference based on their natural seniority rating.

12.19 Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of six (6) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Company during the six (6) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the six (6) month period has expired, other than as a new employee.

12.20 The Company will supply the President/Unit Chairperson of the Union, or in his absence, one (1) member of the Union Executive Committee, weekly, with the names of the persons who have been:

1. Recalled to work.
2. New hires.
3. Quits.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Leave of Absence is considered as time away from the workplace that **at the Company's sole discretion** is approved by the Company and without pay for the employee.

Employees will accrue seniority during all approved leaves. Leaves of Absence must be requested by the employee in writing, stating the reasons and the start and end dates of the leave. When leave of absence is anticipated, an employee is expected to plan as far in advance as possible and request for Leave of Absence must be submitted at least four (4) weeks in advance.

All **remaining** vacation time has to be used prior to any approved leave of absence. Employees must pay their own benefit premiums while on a Leave of more than 5 working days, **if applicable**.

Election Leave

In accordance with applicable legislation, employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum, without deduction from normal daily pay.

- 13.02 Employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business shall be granted a leave of absence by the Company, provided the Company can accommodate leave without disruption to the efficient operation of the business. The Union will notify the Company in writing, as early as possible prior to the start of the leave, of the names of the members requiring leave. Seniority will accumulate during such period.
- 13.03 The Company agrees to continue the pay of any employee absent from work on Union business which is not paid for by the Company as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.
- 13.04 The Company agrees to grant an employee leave of absence for up to one-year without pay to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union. All associated wage and benefits costs will be charged to the USW Local. If elected to a Local Union Executive position the leave will be granted for three (3) years.

13.05 Maternity/Parental Leave

Maternity/paternity leave is provided in accordance with Employment Insurance and Employment Standards regulations.

An employee must give two (2) weeks' notice in writing of the date the maternity leave is to begin, together with a medical certificate estimating the date of delivery.

An employee who is entitled to a parental leave is required to give two (2) weeks' written notice prior to the commencement of the leave. If an employee on parental leave wishes to change the date of her/his return to work, she/he must give the Company two (2) weeks' written notice of the date on which she/he intends to return.

13.06 Family Care and Emergency Leave

The employer agrees to abide by applicable legislation that outlines family care and emergency leave entitlements.

ARTICLE 14 - UNION REPRESENTATIVE

- 14.01 If an authorized representative, who is not employed by the Company, wants to speak to Local Union representatives about a grievance or other official business, he shall advise the Human Resource Manager, or his designated representative, who shall then call the Local Union representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not unduly interfere with production.

ARTICLE 15 - BULLETIN BOARDS

- 15.01 The Company agrees to provide two (2) Bulletin Boards in areas accessible to employees in the plant for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. Such information shall first receive the prior approval of the Human Resource Manager.

ARTICLE 16 - PAYMENT FOR INJURED EMPLOYEES

- 16.01 In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to, stop work and receive treatment, be paid for wages the remainder of his shift. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the plant and/or to his home as necessary.

ARTICLE 17 - JURY AND WITNESS DUTY

- 17.01 An employee shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown. Provided that the employee shall reimburse the Company to the full amount of jury pay or witness fees excluding the expense allowance received by him.
- 17.02 Any employee called for jury or witness duty shall be transferred to day shift during the period he is required to serve.

ARTICLE 18 - SAFETY AND HEALTH

- 18.01 The Company, the Union and all employees recognize their responsibilities under the Occupational Health and Safety Act and will continue to follow established safe work practices and procedures for their own protection as well as for the protection of co-workers in striving to eliminate workplace accidents and illnesses and to provide a safe and healthy work environment. Their general duties will be as outlined in the Occupation Health and Safety Act.:

Effective May 1, 2018 the Joint Health and Safety Committee shall be constituted of a **maximum of four (4)** members elected or appointed by the Union, **of which one member will be the co-chair. The Union will endeavor to have at least one (1) Committee member from both the day and afternoon shift.** The number of management representatives will not exceed the number of Union representatives. The Committee shall meet at least once a month. Time spent at such meetings shall be considered time worked. Such committee will not suffer any lost wages or benefits as a result of performing the duties outlined in Article 18 provided the time was specifically approved by management in advance.

18.02 Unless otherwise prescribed, the employer shall ensure that at least two (2) members of the committee representing the employer and at least two (2) members representing the union are certified members. If a certified member resigns or is unable to act, the employer shall, within a reasonable period of time, take all steps to ensure that a replacement is trained as designated by the Union. Such training shall be paid for by the company and the union shall designate the agency responsible for training the union member. Unless the cost of the training facility proposed by the Union is greater than that proposed by the Company.

18.03 Personal Protective Equipment (PPE)

- a) The Company shall supply, at no cost to the employees, all protective safety equipment that each employee is assigned and required to wear. The PPE assigned is to protect the employee from particular risks in their job and/or work environment. Employees are expected to care for assigned PPE.
- b) The Company will provide employees with CSA approved safety footwear as required. The style of boots shall be pre-determined by the Company.

18.04

The general responsibilities of the Joint Occupational Safety and Health Committee shall be:

- (a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and make recommendations with respect to these matters.
- (b) To investigate, promptly all serious accidents and any unsafe conditions or practices. Such investigations shall include accidents, which might have caused injury to a worker whether or not such an injury occurred.
- (c) To hold regular meetings monthly, for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections.
- (d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings. The minutes shall indicate what action has been

taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.

- (e) The Union Member of the Committee shall have the right, if available, to accompany all authorized Safety Inspectors on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspections.
- (f) Accident, injury and occupational illness records shall be kept by the Company, and shall be made available to the Joint Occupational Safety and Health Committee. These records shall include all reports required by the Ministry of Labour under the *Occupational Health and Safety Act*. The Company also agrees to make available to the Committee, upon request, the trade name and/or technical description (including chemical analysis, if available) of any compounds and substances used in the plant.

18.05 An employee may refuse to work or do particular work where he has reason to believe that any equipment, machine, device or thing he is to use or operate or the physical conditions of the work place or the part thereof in which he works or is to work is likely to endanger himself or another employee.

18.06(a) If as set down in Article 18.05, an employee refuses to work or do particular work, he shall promptly report the circumstances of his refusal to his supervisor, who shall forthwith investigate the report with representatives of the Occupational Safety and Health Committee.

(b) Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger himself or another employee, then the Ministry of Labour shall investigate the refusal to work and shall give his decision, in writing, as soon as possible.

(c) The employee shall be found alternative work until such time as the job has been made safe, or determined to be safe to work on.

18.07 The Company maintains the right to offer the refused work, with full disclosure, to another worker. Pending the investigation and decision of the inspector, no employee shall be required to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated until the job in question has been deemed safe to operate by the Plant Joint Safety and Health Committee or the Ministry of Labour.

18.08 No disciplinary action shall be taken against any employees by reason of the fact that he has exercised the right conferred upon him respecting the occupational safety and health of employees or himself.

ARTICLE 19 - PLANT HOLIDAYS

19.01 The following days are paid holidays:

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

In addition to the above named holiday there will be two floaters to be taken at a mutually agreeable time. If the above mentioned are not taken because a mutually agreeable time has not been found, they will be applied to the Christmas shutdown (provided a shut-down takes place).

There shall be no carry over of floater holidays from year to year, and if unused, the floater holiday is lost.

19.02 To be eligible for holiday pay, the employee must work the full scheduled work day immediately preceding and immediately following the holiday, unless the employee was granted leave by the Company to leave early, or was unable to work because of bereavement leave, jury duty, illness or accident (within the waiting period) and has provided a doctor's note to the Company at the employee's expense supporting said absence.

19.03 Eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.

19.04 In the event a holiday falls on a Saturday or Sunday, it will be observed on a Monday or Friday, unless otherwise agreed between the Union and the Company. Where Christmas and Boxing Day fall on a weekend, the Company will post a notice in advance advising employees the date on which the holidays will be observed.

19.05 When any of the holidays are observed during an employee's scheduled vacation period he shall receive holiday pay as provided in Clause 19.03 above and shall be granted an additional day off at a mutual agreeable time.

19.06 Any authorized work performed by an employee on any of the above named holidays shall be paid at the rate of time and one half (1 ½) in addition to the holiday pay.

19.07 In the event that a new public holiday is legislated, that holiday shall replace an existing floater holiday.

ARTICLE 20 - VACATION WITH PAY

20.01 The Vacation year shall run from January 1st to December 31st.

Employees with less than 12 months of service as of December 31st of any given year shall be entitled to one (1) days vacation for each completed month of service to a maximum of ten (10) days. At four (4%) per cent of their gross earnings.

Employees who have completed 12 months of service as of December 31st, the following shall apply;

<u>Length of Service</u>	<u>Length of Vacation</u>
After 1 year	10 days at 4% of gross earnings
After 2 years	15 days at 6% of gross earnings
After 10 years	20 days at 8% of gross earnings
After 20 years	25 days at 10% of gross earnings

The Company agrees that vacations will be scheduled by department according to seniority and the needs of the business, in accordance with the vacation request process. Employees will advise the Company of their request on the appropriate form supplied by the Company, by November 15th of each preceding year. The Company will review the requests and finalize the schedule, which will be posted by December 15th. Requests received after this deadline will be considered on a first come–first served basis in accordance with business needs.

20.02 Vacations shall not be accumulated, waived, or extended, and must be taken within the current vacation year. Any unused vacation entitlement shall be paid out prior to March 31st, of any given year. Employees will only receive pay for vacation that has been earned.

20.03 An employee, who leaves the employ of the Company for any reason prior to December 31st, shall receive vacation pay based on the current year's entitlement.

20.04 "Gross Earnings" shall mean - total taxable earnings for the fifty-two (52) week period from January 1st, to December 31st, excluding the previous years vacation pay.

ARTICLE 21 WAGES

21.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this Agreement.

- 21.02 The Company agrees that all employees shall be paid weekly, normally on Thursday, by direct deposit.

Effective the first pay period in 2018, all employees shall be paid bi-weekly, normally on Thursday, by direct deposit. The Company agrees to correct and pay all payroll errors of \$200.00 or more by the following Thursday if notified by end of business day on the Friday following the direct deposit, unless otherwise agreed to with the employee.

ARTICLE 22 SHIFT PREMIUMS

- 22.01 An afternoon shift premium of \$0.40 per hour shall be paid to full-time employees whose scheduled shift commences after 12:00 p.m. (noon) but before 8:00 p.m. Where the employee's starting time is after 8:00 p.m. but before 5:00 a.m., a night shift premium of \$0.55 per hour will be paid for all hours worked.

ARTICLE 23 – ASSIGNMENT OF ALTERNATE WORK

- 23.01 From time to time, the company may, at its discretion, assign an employee to work outside of the employee's **classification**.

In the event that an employee has been assigned to alternate work outside of his or her regular department, and where work is not available in the employee's home department, the employee shall not carry their seniority into the new department, for the purposes of hours of work or overtime.

Where an employee is **temporarily** assigned alternate work that is typically compensated at a higher rate of pay, the employee shall be paid the higher rate for the hours worked on that task, providing the work is assigned for at least one hour.

Where an employee is temporarily assigned alternate work that is typically compensated at a lower rate of pay, the employee shall be paid their normal classification rate for the hours worked on that task.

Where an employee is assigned alternate work in order to avoid a shortage of **work**, the employees shall earn the rate of pay typically assigned to the work performed, for all hours worked on that task beyond the 3rd consecutive day.

- 23.02 **Classification of New or Changed Jobs**

When changes in production significantly alter jobs or when new jobs are introduced (except maintenance tradespersons), the Company and the Union will assess the job based upon its evaluation system and assign jobs to the appropriate job category. In making its determination the Company and the Union will consider such factors which may include, but are not limited to: benchmarking, skill, ability required, complexity, responsibility, working conditions etc. in order to properly assess the new job evaluation. The Company will involve

the Union in the job evaluation process before making a decision. Final discretion for job evaluation will rest solely with the Company.

ARTICLE 24 - HOURS OF WORK

24.01 The normal work week for production employees hired prior to April 1, 2009, shall consist of eight (8) hours per day, forty (40) hours per week, Monday to Friday and shall not be construed as a guarantee of hours of work per day or week, nor a guarantee of a working schedule.

24.02 The Company may introduce alternative arrangements (shifts) due to operational needs providing the Company undertakes to communicate to and discuss with the Union **at least two (2) weeks** in advance of any work schedule changes which the Company expects will apply for a period exceeding two (2) weeks. Any **alternative arrangement of this nature** shall be posted on the bulletin board two (2) weeks in advance.

Seniority for full-time employees shall be used as a factor to determine hours of work, job posting and shift preference for the above.

All work performed by an employee in excess of an average of forty (40) hours in a week or his/her scheduled work day of 10 hours shall be paid at the rate of one and one-half (1-1/2) the employee's regular rate of pay.

24.03 The Normal work week for maintenance employees hired prior to April 1, 2009 shall consist of eight (8) hours per day, forty (40) hours per week Monday to Friday or Tuesday to Saturday (not beyond 4:30 p.m. on Saturday) and shall not be construed as a guarantee of hours of work per day or week, nor a guarantee of a working schedule.

24.04 There shall be no rotation of shifts. Stationary Engineers may also be scheduled for 12 hour shifts. Stationary Engineers may also be scheduled for regular Sunday work.

24.05 Lunches & Rest Breaks

The Company will provide a fifteen (15) minute paid rest period during the first half of the normal shift and additional fifteen (15) minute paid rest period during the second half of the shift. There will be a one half (1/2) hour unpaid lunch.

When two (2) or more hours of overtime work is scheduled continuous with the regular shift, employees will be granted an additional fifteen (15) minute rest period.

The Union and the Company agree that personal breaks during working hours will not be abused.

24.06 Overtime at the rate of time and one half (1 1/2) the straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Stationary Engineers shall be paid at the overtime rate after their scheduled daily shift of eight (8) hours or twelve (12) hours.

24.07 The Company will post a sign up sheet for employees who wish to volunteer to work extra hours or overtime.

24.08 **Weekday extra hours or** overtime will be offered to employees who normally perform the work in that department by skill, ability **and seniority on shift**. Authorized overtime will be offered to senior employees who are qualified and have the skill and ability to perform the work, willing to work the required overtime, in the following order:

- (a) full time employees in the department **on the shift** where the overtime is required;
- (b) full time employees in the Plant **on the shift**;
- (c) employees in the department **on another shift** where overtime is required;
- (d) Other employees in the Plant **on another shift**.
- (e) Agency Employees

24.09 It is further understood that the efficient operation of the business may require overtime. If there are not enough volunteers, the Company will require the least senior employee(s) on the shift, in the department, by classification, who are qualified and have the skill and ability to do the work, to perform the required work.

24.10 For unplanned overtime at the end of a shift that is expected to be less than **forty-five (45)** minutes, the employer shall first solicit volunteers from those currently working on the line. If not enough volunteers are available, the employer shall have the right to require employees to remain **up to forty-five (45) minutes**.

24.11 The Company shall keep up-to-date records of all overtime worked for employee's inspection.

24.12 It is understood that senior full time employees signing the sign-up sheet may not displace full time employees in another department who have been previously scheduled.

24.13 There shall be no pyramiding of overtime rates.

ARTICLE 25 – REPORTING ALLOWANCE

25.01 In the event that an employee reports for work on his regular shift, without having been notified, prior to the end of his previous shift not to report, he will be given at least four (4) hours work at his regular rate of pay or if no work is available, he will be paid the equivalent of four (4) hours at his regular rate of pay in lieu of work. To qualify, the employee must be available and willing to accept such work as may be provided. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company or where the employee has not provided current contact information.

25.02 All employees are expected to attend work as scheduled. When an employee is unable to report for work as scheduled, he/she shall notify the company through the employee sick line in accordance with the MLF-Walker Attendance Policy.

ARTICLE 26 - CALL-IN-PAY

- 26.01 (a) An employee called for work outside his regular working hours shall be paid the greater of:
1. four (4) hours at appropriate overtime rating, or
 2. appropriate overtime rates for all hours worked;
- (b) The provisions of (a) above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his/her shift. In all such cases the employee shall receive his appropriate rate.

ARTICLE 27 - GENDER

- 27.01 Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever the feminine gender is applicable.
- 27.02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

ARTICLE 28 PENSION PLAN

- 28.01 The Company further agrees that all eligible employees shall be covered by the terms of the Company Pension Plan as set out in Schedule "C" attached hereto and made part of this Agreement.

ARTICLE 29 - BEREAVEMENT PAY

- 29.01 Employees who suffer the loss of an immediate family member will be granted bereavement leave with pay for a maximum of three (3) working days, excluding Saturdays, Sundays, and statutory holidays.

Immediate family is defined as parents, brother, sister, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, step children, grandparents, and grandchildren.

ARTICLE 30 UNIFORM

- 30.01 The Company shall supply all employees with clean uniforms as required to perform their work. Employees are expected to care for their assigned uniforms.

30.02 **Employee Assistance Program**

The Company shall continue to provide employees and their immediate family members with an Employee Assistance Program.

30.03 **Tool Allowance**

Employees of the maintenance department, upon presentation of tools which are broken or worn out on the job, will be reimbursed for the replacement cost of such tools provided such tools are specified by the Company as being required for the job.

The maximum reimbursement allowances per skilled trades employee per calendar year will be \$300.00. **Effective January 1, 2018 the amount per calendar year will increase to \$325.00. Effective January 1, 2019 the amount per calendar year will increase to \$350.00.** For clarity, millwrights, electricians, refrigeration mechanics, and stationary engineers within the maintenance department will be entitled to the above reimbursement.

ARTICLE 31 – EDUCATION FUND

- 31.01 **The Employer shall pay three cents (\$0.03) per hour worked per employee to the Steelworkers Peel Halton Services. Such payments shall be sent to the Area Offices on a monthly basis.**

ARTICLE 32 DURATION

- 32.01 This Agreement shall be effective at the date of ratification and shall continue in effect up to and including September 29th, 2019.
- 32.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.
- 32.03 If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than (30) days after such notice or as soon thereafter as is mutually agreed.
- 32.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

In Witness Whereof, the parties have executed this Agreement this **25th day of August 2016.**

FOR THE COMPANY



Kimberly Hunter

Dezi Singh


Amanda Melo

Sandor Wolkenberg

FOR THE UNION



Terry Bea

John Teixeira

Rowena Maclang

Coreen Mui

Octavio Amaral

SCHEDULE "A" – WAGES AND CLASSIFICATIONS

Effective sixty (60) days post ratification all active employees will be paid a lump sum equivalent to thirty-five (0.35) cents per hour at 2080 hours.

The annual increase will be paid in the first pay period following the effective date of the increase.

	Effective	Start	Rate	Rate	Rate
	Increases	Rate	6 month	18 month	30 month
Level 1					
General Labour	Ratification	14.95	15.20	15.45	15.70
(Packing Assembly)	1-Oct-17	15.38	15.63	15.88	16.13
Palletizer, Box Maker	30-Sep-18	15.78	16.03	16.28	16.53
Deboxer					
Level 2					
Plant Services	Ratification	16.20	16.45	16.70	16.95
Cartonizer	1-Oct-17	16.63	16.88	17.13	17.38
Sleeve	30-Sep-18	17.03	17.28	17.53	17.78
Combi Operator					
Brisket (cutter)					
Area Supply					
CCP Operator *					
Level 3					
Formax/Bridge Op.	Ratification	17.45	17.70	17.95	18.20
Westar Operator	1-Oct-17	17.88	18.13	18.38	18.63
Ilapak	30-Sep-18	18.28	18.53	18.78	19.03
Multivac					
SP Meats Generalist					
SP Meats Band Saw Op.					
Co Ex Suffer Op.					
Oktoberfest Stuffer Op.					
Chub Op.					
Level 4					
Blender/Grinder/LCF	Ratification	17.80	18.05	18.30	18.55
Oven Operator	1-Oct-17	18.23	18.48	18.73	18.98
Shipper Receiver	30-Sep-18	18.63	18.88	19.13	19.38
QC Inspector					
SP Meats Brine/Injection Op.					
Maintenance Storekeeper					

Level 5	Ratification	18.80	19.05	19.30	19.55
Lead Hands	1-Oct-17	19.23	19.48	19.73	19.98
	30-Sep-18	19.63	19.88	20.13	20.38
Maintenance	Ratification	26.60	27.60	28.60	29.60
Single Ticket	1-Oct-17	27.03	28.03	29.03	30.03
	30-Sep-18	27.43	28.43	29.43	30.43
Double Ticket	Ratification	30.60	31.60	32.60	33.60
	30-Sep-18	31.03	32.03	33.03	34.03
	1-Oct-17	31.43	32.43	33.43	34.43
3 rd Class Stationary	Ratification	27.60	28.60	29.60	30.60
Refrigeration/B	1-Oct-17	28.03	29.03	30.03	31.03
	30-Sep-18	28.43	29.43	30.43	31.43
Maintenance PLC Tech	Ratification	32.95	33.95	35.95	36.95
	1-Oct-17	33.38	34.38	36.38	37.38
	30-Sep-18	33.78	34.78	36.78	37.78
Maintenance Helper	Ratification	19.95	20.20	20.45	20.70
	1-Oct-17	20.38	20.63	20.88	21.13
	30-Sep-18	20.78	21.03	21.28	21.53
Maintenance Lead Hand	Ratification	31.60	32.60	33.60	34.60
	1-Oct-17	32.03	33.03	34.03	35.03
	30-Sep-18	32.43	33.43	34.43	35.43

Maintenance License Renewals:

Effective January 1, 2013 the Company agrees to pay the cost of required licensing renewals on an annual basis to a maximum of \$100. **Effective January 1, 2018 the Company agrees to pay the cost of required licensing renewals on an annual basis to a maximum of up to \$125 per calendar year. The employee shall provide a receipt if requested by the Employer.**

Corporate Trainer Premium:

Where employees are assigned to trainer for one (1) complete shift, or longer, the appointed trainer shall be paid an additional premium of \$0.30 above his/her scheduled rate for the duration of the assignment. The Company has the sole discretion in appointing Corporate Trainers as deemed necessary.

SCHEDULE "B"
INSURANCE - WELFARE BENEFITS

The company agrees to maintain the current benefit levels until the May 2012 enrolment period, at which time, the following changes will become effective for the remainder of the collective agreement.

The Company agrees to incorporate the current Health Option C Benefit Coverage and Dental Option B for all employees as outlined in the Employee Benefits Booklets that are provided by the company to each employee.

- The company will pay the full premiums for this coverage. Employees can pay additional premiums to upgraded coverage. The Company will also provide all employees with forty thousand (\$40,000) in Life Insurance for the term of the agreement. The cost of this insurance will be one hundred percent (100%) Company paid. The summary of Benefits Plan will be provided to each employee upon hire.

Employees who are covered by their spouses benefit plan and opt out of the benefit plan provided by the employer may direct any unused portions of these premiums to a Health Spending Account or Group RRSP to a maximum of \$2000.00 per individual employee.

Scheduled "B" Notes.

1. The company will continue its premium contributions to Health, Dental, Life and AD&D benefits for a period of up to six (6) months of lay-off.
2. Employees will be eligible to enroll in the flex benefit program after one (1) month of continuous service

Employees will be eligible for STD benefits after completion of three (3) months of continuous service.

3. The company will continue its premium contributions for employees who are currently receiving approved benefits for STD or WSIB.
4. Short-term Disability

Effective September 30, 2013 the benefit will increase (for new claims) from 55% to 66 and 2/3% of gross earnings to the EI maximum.

SCHEDULE "C"
PENSIONS

Effective after six (6) calendar months of employment, employees will be enrolled in the Company's Retirement Savings Program for Walker Drive. This Defined Contribution pension plan incorporates the following features:

- The Company contributes 2% of your base salary to your account
- You are required to contribute 1% of your base salary to your account
- You may make additional voluntary contributions of either 0.5% or 1% of your base salary to your account, which will be matched 100% by the Company
- The total contributions therefore could be up to 5% (2% from you and 3% from the Company) of your base salary to your account

APPENDIX I

LETTER OF UNDERSTANDING #1 – AGENCY PERSONNEL

The Company will make use of Agency personnel to replace full time employees who are on vacation, absent, on an authorized leave, or modified work. In addition the company will utilize Agency personnel for volume/process related fluctuations that increase labour requirements. The use of agency individuals will be limited to the extent necessary to maintain a sufficient work force as determined by the Company to meet the customer needs, as they may fluctuate from time to time. Agency personnel will therefore be utilized in cases of illness, vacation, workers compensation leaves, personal leaves of absence including Union leaves, or short term extenuating circumstances resulting as follows:

- (a) There shall be no more than one (1) temporary agency worker for each employee absent due to maternity or parental leave, vacation, illness or disability, including Union leaves, unexcused absences or in cases of short term fluctuation needs the company may also use temporary agency workers as required.
- (b) (i) If a temporary agency worker is utilized in excess of 1040 consecutive worked hours in the same position(s), the Company shall post for a full time position(s). This limitation shall not apply to an individual supplied by an Agency to replace an employee on pregnancy/parental leave, on a workers' compensation leave, or on long term illness/disability, or on leaves of absence.

For clarity, positions filled by temporary agency workers shall become full-time positions once the position has been utilized for 1040 consecutive worked hours. Temporary agency workers who have been utilized for 1040 consecutive hours and worked in a position as in (b) above shall be deemed to have completed their probationary period and shall become full-time employees.

- (ii) If a temporary agency employee accrues 1040 non-consecutive hours in various positions or job assignments (due to volume and production scheduling fluctuations), there is no obligation on the Company to post for a full-time position.
- (c) Temporary agency personnel, if hired, will serve a probationary period taking into account the time already worked.
- (d) Bargaining unit employees will be given the opportunity to work overtime before a temporary agency worker is utilized for overtime, provided the full time employee is available and willing to work the overtime being offered, and is able to do so without causing a shift change.
- (e) Should the company not get enough full time volunteers to work overtime, the Company will schedule temporary personnel to perform the overtime required.
- (f) During the layoff of regular full time employees, agency employees will be utilized once

all regular full time employees have been given the opportunity for any available work.

- (g) Prior to a lay-off, if a full-time employee is given notice of layoff, he/she will inform the Company, in writing, at the time when he/she receives notice of layoff, whether he/she is willing to perform work of 24 hours or less. If laid off full-time employees are not available as above, agency personnel will be utilized.
- (h) A separate list will be maintained for temporary agency personnel showing start date.
- (i) The Company will assume responsibility for deducting dues from agency personnel and forward the same to the Union.

LETTER OF UNDERSTANDING #2

The Company and the Union agree that job rotation is a beneficial part of the Health and Safety program and to that end both parties agree to work together on finding ways to enhance job rotation in order to prevent repetitive injuries.

LETTER OF UNDERSTANDING #3 – RE: PLANT EXPANSION

In recognition of the fact that Maple Leaf Consumer Foods intends a significant expansion to its Walker Drive facility to accommodate new operations that will be critical to the long-term viability of the facility, the following will apply:

Senior employees will be given preference in the initial staffing of any specific shifts/positions that may be established. It is recognized that in order to ensure a balance of skills between the shifts during the start-up period, the movement of some employees to their preferred shift/position may be delayed by up to six months.

During the first six months following the expansion period, it is understood that production scheduling may require regular changes as part of a normal start-up of operations. As a result, the parties recognize that, during this six month period, there may be some disruption to hours of work, duties assigned, and shift scheduling.

Employees awarded a higher level position through the job posting process shall be paid the higher rate of pay during the transition period mentioned, within 7 working days from the date the job is awarded, provided the delay is within the Company's control.

LETTER OF UNDERSTANDING #4 – RE: MAINTENANCE JOB CONTINUATION

In the event that a maintenance employee has been assigned work prior to the scheduled completion of that shift, and where the completion of the work will require overtime, it is understood that the employee will have the first opportunity to the required overtime. For clarity the employee will have the option to refuse the available overtime.

In the event that a maintenance employee has been working on a break down prior to the scheduled completion of that shift, and where the completion of the work will require overtime, it is understood that the employee will have the first opportunity to the required overtime.

LETTER OF UNDERSTANDING #5: Skilled Trades Apprenticeship Program

The Company may over the course of the agreement development and implement a skilled trades apprenticeship program.

During negotiations the Company and the Union had discussions on the introduction of an apprenticeship program. As a result of these discussions the Company and the Union agree to the following;

- 1. In the event the Company decides to introduce the apprenticeship program, the parties agree to meet in order to discuss the introduction of such program**
- 2. The parties agree that the program will be posted and awarded in accordance with the terms of a letter of understanding at the time of the introduction of the program**
- 3. The program will be based on the Ontario Ministry Apprenticeship guidelines**
- 4. The parties agree that nothing in this letter shall force the company into introducing an apprenticeship program**