

## COLLECTIVE AGREEMENT

**THIS AGREEMENT** made and entered into on this 10<sup>th</sup> day of November 2020.

BETWEEN:

Kerry (Canada) Inc.  
615 Jack Ross Avenue  
Woodstock, Ontario

(hereinafter called the “Company”)

OF THE FIRST PART

AND

Unifor  
And It’s Local #636

(hereinafter called the “Union”)

OF THE SECOND PART

### ARTICLE 1. - **RECOGNITION**

- 1.01 Pursuant to the certificate of the Labor Relations Board of the Province of Ontario bearing the date February 25, 1991 and March 27, 2009 the Company recognizes the Union as the bargaining agent for all employees of Kerry (Canada) Inc. at Woodstock, save and except for forepersons, persons above the rank of foreperson, office staff, sales staff and all quality assurance staff other than laboratory technicians and this Agreement will pertain only to its employees in the bargaining unit as described in the aforementioned certificate.

### ARTICLE 2. – **MANAGEMENT RIGHTS**

- 2.01 Except, as to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management and may be exercised by management as it, in its discretion, sees fit.

Without limiting the generality of the foregoing, the Company’s rights shall include:

- a) the right to select, hire and control the working force and employees, to transfer, assign, promote, demote, classify, lay off, recall, suspend employees; to plan, direct, control and alter all operations; to designate, establish, revise or discontinue departments; to select and retain employees for positions excluded from the bargaining unit; to operate and manage its enterprise in all respects in order to satisfy its commitments and objectives.
- b) the right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be obeyed by its employees; to discipline and discharge. Discipline and discharge will be subject to the grievance procedure.
- c) the right to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces, the services to be provided; the description and evaluation (if applicable) of jobs, the establishment and maintenance of work standards, job testing, and quality standards; the subcontracting of work; the schedule of hours of work and of production; the number of shifts and the rotation thereof (except as mentioned hereinafter); methods to be used to ensure security of the Company property at any time; the methods, processes and means of providing any services required; job content and requirement; the qualification of employees; the use of improved methods, technical advancement and equipment; whether there shall be overtime and who shall perform such work (except as mentioned hereinafter); the number of employees needed by the Company at any time and how many shall work on any job, position and the administration of the Employer's pay system; the number of hours to be worked; starting and quitting time period and generally, the right to manage the enterprise and its business without interference, are solely and exclusively the right of the Company.

2.02 Failure by the Company to exercise any of its management rights or other rights shall not be considered to be an abandonment of those rights nor shall the principle of estoppel be applied to such circumstances.

2.03 The Company agrees to provide notification to the Committee, prior to communication to the working body, of major changes, including new classifications or jobs, impacting operations.

### ARTICLE 3. - **UNION SECURITY**

3.01 New employees, as a condition of employment, shall sign a union membership card and commence paying union dues and fees to the Union upon the attainment of seniority.

- 3.02 The Financial Secretary of the Local Union will notify the Company of any change in the amount of the union dues and/or initiation fees to be deducted.
- 3.03 Union dues will, where possible, be mailed by the fifteenth of the month following the month the deduction was made. Union dues will be shown on the employee's T-4 Form.
- 3.04 Union dues will be collected on a weekly basis. In a case when there are dues in arrears to be collected they shall be collected from the first pay period upon return to active work.
- 3.05 The Employer will provide the National Union Representative and Local Union Representative a list of employees' names, physical addresses, phone numbers and e-mail addresses provided the Employer has such information. This list will be provided every six (6) months.

#### **ARTICLE 4. – UNION REPRESENTATIVES**

- 4.01 The Union shall appoint and the Company shall recognize three (3) stewards to assist employees in presenting their grievances to the company. In the event of a lay-off, the Chairperson will be retained in employment regardless of seniority, provided they have the skill and ability to perform the work available. The Chairperson will be on a permanent dayshift. The steward will be granted reasonable time off at their base rate of pay to assist an employee in preparing and presenting a grievance. Such granting of time shall only be with the Company's consent.
- 4.02 For the purpose of administering and/or negotiating this Collective Agreement, the Company acknowledges the right of the Union to appoint or otherwise select from the seniority employees who are members of this Plant Local, a Union Committee of not more than four (4)\*\* employees. Their position while on Union business will be without remuneration from the Company. The Company reserves the right to schedule any meetings and/or expedite matters. The bargaining committee consisting of four (4) employees will be remunerated for their time during actual contract negotiations with the Company on a per day basis up to eight (8) hours per day. (\*\*Note: If the employee population size increases to 80, one additional steward will be added).
- 4.03 The Union agrees to supply the Company with the names of employees holding positions and keep such lists up to date at all times.

#### **ARTICLE 5. – NO STRIKES OR LOCKOUTS**

- 5.01 The Union agrees that during the life of this Agreement, there shall be no work stoppages, strikes, slowdowns, sickouts, or interference with work which would cause any interruption to Company operations. No employee shall participate in any such activity.

5.02 The Company agrees that there will be no lockout during the term of this agreement.

#### ARTICLE 6. – **NO DISCRIMINATION**

6.01 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, disability, sexual orientation nor by reason of union membership or activity.

#### ARTICLE 7. – **HARASSMENT**

7.01 The Union and the Company recognize the problem of harassment in today's workplace and are committed to ending it. Harassment shall be defined as:  
a course of comments or actions that are known, or ought reasonably to be known to be unwelcome based on the protected grounds set out in the Ontario Human Rights Code and also includes OHSWA Workplace Harassment. It can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, demeaning, or unwelcome. Harassment can occur on any of the protected grounds of discrimination and includes sexual harassment.

OHSWA Workplace Harassment: means (i) engaging in a course of vexatious comment or conduct against a person in the workplace that is known or ought reasonably to be known to be unwelcome and does not have to occur in relation to any of the Protected Grounds under the Ontario Human Rights Code.

OHSWA Workplace Harassment may include but is not limited to:

Bullying  
Teasing  
Intimidating or offensive jokes or innuendos,  
Displaying or circulating offensive pictures or materials

The Company has a workplace harassment policy and the confidentiality provisions set out in such policy apply to the handling of harassment grievances in the workplace. In settling the grievance, every effort will be made to discipline and relocate the harasser, not the victim.

7.02 In addition to Articles 6 and 7 of the Contract, the Union and Company recognizes the right of all employees to work in an environment free from verbal abuse. Any occurrence of verbal abuse should be reported to the employee's Union representative and Supervisor, or to Management if the Supervisor is involved. Occurrences of verbal abuse will be investigated and employees found to be in violation of this policy will be disciplined, up to and including termination. The intent of this Article is not to minimize

in any way the Supervisor's ability to interact with employees as necessary, rather to impress upon all employees the requirement to maintain professional conduct at all times.

## ARTICLE 8 – HEALTH AND SAFETY

- 8.01 At a minimum in compliance with the Ontario Health & Safety Act, the Company will make adequate provision for the health and safety of employees during the hours of employment.
- 8.02 The Union and the employees shall co-operate in the observance of all health and safety as well as housekeeping rules.
- 8.03 There shall be a joint health and safety committee established and maintained during the life of the Agreement. It is understood that the committee will meet monthly and tour the plant.
- 8.04 The Company will provide rubber safety boots for all employees to be used in the wet processing areas. The Company requires all employees to wear approved safety boots (including rubber boots) as prescribed by the JHSC. The Company will provide a selection of appropriate safety boots and/or rubber boots for employees to choose from once per calendar year for 2021, 2022 and 2023. In the event that an employee has a special need and cannot obtain an appropriate boot from the selection provided by the Company as per above, the employee will be permitted to purchase one pair of safety boots for each calendar year of 2021, 2022 and 2023 with prior written authorization from the Company and will be reimbursed up to a maximum of \$250.00 per calendar year for 2021, 2022 and 2023 upon providing a copy of the original receipt and provided that the purchased safety boot meets the company's safety boot standard.
- 8.05 The Company will recognize the employees will to observe one minute of silence on April 28 at 11:00 a.m. in memory of workers killed or injured on the job. It is understood that in the observance of this minute of silence no disruption of operations such as shutting down of production equipment or interruption of essential services will be a requirement of this observance.
- 8.06 The Company agrees to pay for lost time and cost at straight time rate of pay for health and safety certified training at the Workers Health & Training centre; and if unavailable, at a service provider mutually agreed to by the Union and the Company.
- 8.07 The worker co-chairperson of the JHSC shall be scheduled on the day shift during their term of office, provided they have the skill and ability to perform the work available. In the event of a lay off the co-chairperson of the JHSC will be retained in employment regardless of seniority, provided they have the skill and ability to perform the work available.

- 8.08 The company will provide reasonable training to new employees, or employees taking on new jobs, on issues associated with Health, Safety and equipment appropriate to their job function.
- 8.09 Heat stress – the Company agrees to implement a plan based on the recommendations of the Joint Health and Safety Committee for when conditions exceed the ACGIH Index for heat stress.
- 8.10 The Company and Union recognize the Early and Safe return to work procedure. The Plant Manager or their designate and the Union Chair or their designate, where appropriate, will collaborate on the identification of modified work duties to accommodate an injured worker to facilitate their return to work. In the event of an employee suffering a major disability, the Company and Union, by mutual agreement, may make an exception to the job posting provision in favor of such an employee. By mutual agreement between the Union and the Company, employees holding positions within the bargaining unit may be displaced without loss of pay to accommodate a return to work situation.
- 8.11 An employee injured on the job shall be paid for the balance of their shift on which the injury occurred if as the result of such injury, the employee is sent home. The Company will make available transportation for such injured employee to receive medical treatment one time per injury and the Company is not responsible for providing transportation for the employee each time they need to seek medical treatment during the course of the recovery from such injury.
- 8.12 The Company shall ensure that all employees are informed that they have the right to refuse hazardous work that may harm them or any person.
- 8.13 When a worker exercises their right to refuse, they shall notify the supervisor who shall promptly notify the Union co-chair or designate who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
- 8.14 The Company shall ensure that no worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the co-chair or their designate and the refusing worker.
- 8.15 If the Union co-chair or their designate and the supervisor cannot agree on a remedy to the work refusal, the Company co-chair or their designate will be called in if they are not already involved in the investigation, before a government inspector shall be contacted.
- 8.16 No employee shall be discharged, penalized, coerced, intimidated, or disciplined for refusing hazardous work.

## ARTICLE 9. – GRIEVANCE/ARBITRATION PROCEDURE

- 9.01 No grievances shall be considered:
- i. which usurps the function of Management as defined in the Management Rights clause.
  - ii. where circumstances giving rise to it occurred more than five (5) full working days before filing of the grievance.
  - iii. unless the employee has given their immediate supervisor a reasonable opportunity of addressing the grievance or complaint.
- 9.02 Step 1: The employee concerned may submit a grievance in writing to the supervisor. The grievance shall be signed by the employee and it shall clearly state the violation and specific remedy requested. The supervisor shall reply in writing within five (5) working days after receiving the written grievance.
- 9.03 Step 2: Failing a satisfactory resolution at Step 1, the grievance shall be referred by the Union to the Plant Manager within three (3) working days of the receipt of the supervisor's decision. A meeting will be arranged within fifteen (15) calendar days from the date of receipt of the Union letter. The Plant Manager will give its reply in writing within ten (10) calendar days of the meeting.
- 9.04 Step 3: Failing satisfactory resolution at Step 2, the grievor, the Plant Manager and the National Union Representative or their designate shall meet within 30 days of the Step 2 grievance meeting (or at a time otherwise agreed to) to attempt to resolve the grievance prior to proceeding to arbitration.
- 9.05 Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a Grievance Mediator.

### Arbitration:

- a) Both parties to this Agreement agree that a grievance, pursuant to the provisions of the Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined above and which has not yet been settled, may be referred to Arbitration at the request of either of the parties hereto.
- b) Upon receipt of Step 2 Reply by the Company, the Union will contact the Company within five (5) working days regarding its intention to withdraw the grievance or elect arbitration. Within the next twenty (20) days, the parties shall agree upon an arbitrator. If the parties fail to agree upon an arbitrator, then the Minister of Labour for Ontario shall be approached for the purpose of assisting the parties in selecting an Arbitrator.
- c) The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. However, the Arbitrator in respect to a grievance involving a disciplinary penalty,

shall be entitled to modify such penalty as in the opinion of the Arbitrator is reasonable.

- d) Each of the parties of this Agreement will jointly bear the expense, if any, of the Chairperson.
- e) The time limits set out above may be extended in writing by mutual consent of both parties.
- f) In the event of employee termination, an arbitrator may be scheduled during Step 2 of the grievance process. The date for such arbitration will not be scheduled prior to the expiration of time provided in Step 1 and 2 of the grievance process, unless mutually agreed between the Company and the Union.

#### ARTICLE 10. – **DISCIPLINE**

- 10.01 A copy of any written discipline shall be given to the Union and the employee.
- 10.02 The Company retains the right to discipline for just cause but agrees to allow Union representation at any disciplinary interview.
- 10.03 In the event the Company is going to issue discipline to an employee for any reason (excluding quality, health & safety issues and illegal acts), the discipline will be issued within five (5) working days of the Company becoming aware of the incident. If this five (5) working day time frame cannot be met, the Union through the Plant Chairperson or designate will be informed of the delay and the Company may request an extension of the time limits. Such request will not be unreasonably denied.

The Company agrees to remove discipline from employee records as follows, provided there are no subsequent incidents:

- a) Removal of verbal disciplinary records from employee file after a period of nine (9) months.
- b) Removal of any non-verbal disciplinary records from employee file after a period of twelve (12) months.

#### ARTICLE 11. – **SENIORITY**

- 11.01 a) Until an employee has been employed by the Company and actually worked for ninety (90) working days or 720 hours, whichever comes first, the employee shall be considered to be on probation. During this time, the Company shall have the right to assign, reassign, retain or terminate the employee and no grievance shall arise from any such actions. The Company will endeavor to ensure that employees will have rights entitled to them under the applicable employment legislation.



- b) During negotiations, the parties discussed the Company's need to have a supplemental pool of temporary employees to support the plant operations/customer demands. The parties agreed to utilize the temporary workforce for legitimate business reasons such as, to backfill absences, planned vacations/leave of absences/banked time, etc. or unplanned (unscheduled) call-ins, and/or temporary increased customer demand for up to 720 hours in a calendar year per temporary part-time employee ("TPT") or longer if mutually agreed to by the Company and Union.
- c) The Company may utilize temporary part time TPT employees to supplement the workforce for straight time, overtime, or weekend work.
- d) TPT employees will only be eligible for time and a half times their hourly rate of pay for hours worked over forty (40) hours in a work week.
- e) A TPT employee shall not accumulate time toward fulfillment of the probationary period while employed as a TPT. A TPT employee hired as a regular full-time employee will be considered a new employee and subject to all the terms and conditions of the Collective Bargaining Agreement. TPT employees have no priority for any full-time positions. The terms and conditions of the Collective Bargaining Agreement do not apply to the TPT employees.
- f) TPT employees must be at least 18 years of age.
- g) The maximum number allowed of TPT's will be offset by Paragraph 11.01 (b) above but to a maximum of 12 , and may be increased by mutual agreement with the Union Chairperson and the Company, which shall not be unreasonably withheld.
- h) TPT employees will not be allowed to work overtime on scheduled working days without the Company first exhausting all full time active employees on the shift. On non-scheduled working days, TPT employees will not work overtime without the Company first offering the opportunity to all full time active employees as per our overtime agreement.
- i) A TPT employee who is currently working through a temporary agency for the Company and has been doing so for six (6) months in the current calendar year will automatically be hired as a new employee, provided there is an open position.
- j) All TPTs will be paid no less than \$15.00 per hour by the Temp Agency used by the Employer.
- k) The Chairperson will be given the sign up sheet which shows all TPT's on site for a particular day.

11.02 Seniority shall be accumulated on the basis of length of service with the Company and shall be accorded to each employee covered by this Agreement. Seniority rights begin on the employee's starting date with the Company after the employee has completed ninety (90)

working days or 720 hours, whichever comes first. In the event of a reduction of the work force necessitating a layoff, the Company shall apply the principle of (“Last On” – First Off”) in seniority order, provided the remaining employees have the knowledge, skill and ability to perform the work that is available in a satisfactory and efficient manner. The Company and Union agree that should a shortage of work arise resulting in the Company having to lay off full time employees, a notice will be posted looking for higher seniority employees to apply to take a voluntary layoff for the lay off period. This posting is voluntary and the Company will only fill the number of positions the Company must lay off. Should more volunteers come forward than positions available, the Company will grant the temporary layoff positions following the Company-wide seniority list.

This notice will only be posted for short-term layoffs of between 8-12 weeks. Circumstances may arise changing the layoff period to less than 8 weeks, and all employees on layoff will be notified and recalled. Should the lay off last longer than 8 weeks but less than 12 weeks, employees on voluntary layoff will be enquiring about their intention for continued layoff. The employee will have the option to continue with the layoff, at the discretion of the company and in accordance with ESA.

11.03 An employee shall lose their seniority and there shall be grounds for termination under the following conditions:

- a) Quits or retires from the employ of the Company;
- b) Is discharged and not reinstated through the grievance procedure;
- c) (i) is laid-off, with less than two (2) years seniority, and is not brought back to work within eighteen (18) months from the date of lay-off.  
  
(ii) is laid-off, with two (2) years seniority or greater, and is not recalled to work within thirty (30) months from the date of lay-off.
- d) (i) with less than two (2) years seniority, is on a written authorized leave of absence (medical, other) and fails to return to work upon the expiration of the leave, recognizing that the period off shall not exceed six (6) months. The Company may waive this limit if reasonable cause is provided.  
  
(ii) with two (2) years seniority or greater, is on written authorized leave of absence, (medical, other) and fails to return to work upon the expiration of the leave, recognized that the period off shall not exceed twenty-four (24) months. The Company may waive this limit if reasonable cause is provided.
- e) After being sufficiently notified of being recalled fails to return to work within five (5) working days after such notice is issued. A registered letter sent to the last known address of the employee or a direct telephone conversation with the employee, shall be deemed sufficient and effective notice of recall.

f) If the employee is absent from work for three (3) working days without notifying the Company.

11.04 An employee who is requested to return to work and is not immediately available may be passed over and a more junior employee may be called instead, to fill the temporary vacancy.

11.05 In the event of short-term layoffs (1 day or less), the Company will endeavor to give notice whenever possible. For layoffs of 2-5 days, the Company will provide two (2) days written notice to affected employees, whenever possible. In the event of layoffs lasting longer than 5 days, the Company will provide ten (10) days written notice to affected employees, whenever possible. All layoffs shall be subject to Section 11.02 (b), inverse Seniority. In the event of a layoff and/or cancellation of a weekend shift, the Company will provide 5 days' notice of such, whenever possible.

11.06 Employees, including any on lay-off, have an obligation to keep the Company informed in a timely manner on all issues affecting their employment relationship i.e. current address, phone number, etc.

## ARTICLE 12. – PAID HOLIDAYS

Seniority employees shall be paid their base pay for the following holidays providing they work their last scheduled day before and their first scheduled day after the paid holiday:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
December 24	Christmas Day
Boxing Day	

Statutory Holidays falling on a Saturday will be observed on the Friday before unless otherwise mutually agreed to be moved elsewhere; Statutory Holidays falling on a Sunday will be observed on the Monday after unless otherwise mutually agreed to be moved elsewhere. In addition to the above designated days, the Company agrees to provide a fully paid Christmas shutdown from December 24 to January 1, inclusive.

For all employees who work on the Night Shift, paid holidays in article 12.01 shall be handled as follows: (1) Where a religious holiday (i.e. Good Friday) falls on a Friday, the Night Shift work week will commence one day earlier; (2) For all other paid holidays, the Company will maintain its regular work week and Night Shift employees will observe their paid holiday in the regular course.

Maintenance workers may be mandated to work during December 24<sup>th</sup> and the Christmas Shutdown as required. In this event, employees will be paid at 200% their base rate of pay for all hours worked as per Article 12.02.

For the purpose of clarification, plant celebrated holidays will be as outlined in **Schedule A**. This holiday schedule may be changed by mutual agreement between the Company and Union.

12.02 Pay for work performed on any of the Statutory Holidays, as listed in Article 12, shall be paid at two times the employee's base rate of pay.

12.03 In each year of the collective agreement, the Company will pay to each employee in the bargaining unit eight (8) hours at their base rate of pay or eight (8) hours paid time off from work in recognition of their birthday.

#### ARTICLE 13. – VACATION WITH PAY

13.01 An employee who has been continuously employed by the Company for a period of one (1) year but less than five (5) years prior to December 31<sup>st</sup> shall be entitled to two (2) weeks of vacation in the following calendar year. The employee shall receive as vacation pay an amount equivalent to four percent (4%) of their regular earnings (earnings will include overtime) during the calendar year immediately preceding the pay period prior to December 31<sup>st</sup> (i.e. January – December period) and payable during the following calendar year.

13.02 An employee who has been continuously employed by the Company for a period of five (5) years but less than nine (9) years prior to December 31<sup>st</sup> shall be entitled to three (3) weeks of vacation in the following calendar year. The employee shall receive as vacation pay an amount equivalent to six percent (6%) of their regular earnings (earnings will include overtime) during the calendar year immediately preceding the pay period prior to December 31<sup>st</sup> (i.e. January – December period) and payable during the following calendar year.

13.03 An employee who has been continuously employed by the Company for a period of nine (9) years but less than eighteen (18) years prior to December 31<sup>st</sup> of the prior year shall be entitled to four (4) weeks of vacation in the following calendar year. The employee shall receive as vacation pay an amount equivalent to eight percent (8%) of their regular earnings (earnings will include overtime) during the calendar year immediately preceding the pay period prior to December 31<sup>st</sup> (i.e. January – December period) and payable during the following calendar year.

13.04 An employee who has been continuously employed by the Company for a period of eighteen (18) or more years prior to the December 31<sup>st</sup> of the prior year shall be entitled to five (5) weeks of vacation in the following calendar year. The employee shall receive as vacation pay an amount equivalent to ten percent (10%) of their regular earnings (earnings will include overtime) during the calendar year immediately preceding the pay

period prior to December 31<sup>st</sup> (i.e. January – December period) and payable during the following calendar year.

13.05 The following parameters will be applied to the administered to vacation selection:

1. A “vacation sign-up list” will be posted by December 31<sup>st</sup> of the year prior. Dates for any planned plant production shut down will be posted no later than March 1<sup>st</sup> of each year. Any such planned plant production shutdown weeks will be discussed with the Union in advance of being posted.
2. One week of vacation may be taken in eight (8) hour increments upon written request by the employee and with Company approval; with the remainder being taken in one (1) week increments with a maximum of two (2) weeks in any one stretch.
3. A maximum of up to three (3) qualified operators and up to three (3) Packers will be granted vacation at any one time and vacation will not be unreasonably denied. The Company will make every effort to grant vacation requests depending on the business needs. . During the summer months, the Company will make every effort to grant additional vacation requests provided coverage can be obtained.
4. The “vacation sign-up list” will be removed by March 31<sup>st</sup> and vacation requests will be granted by seniority, provided the Company can maintain a balanced and qualified work force. Planned shutdown weeks: paid vacation to a maximum of 2 weeks will be used for this time off unless the employee is scheduled to work during the shutdown
5. The “vacations sign-up list” will be re-posted by April 15<sup>th</sup> confirming all vacation requests. Any further vacation requests (via vacation request forms) will be granted on a “first come – first serve” basis provided the Company can maintain a balanced and qualified work force. In the event of a conflict, seniority will govern.
6. All vacations not scheduled by August 15<sup>th</sup> will be assigned by the Company.
7. All vacation pay will be received, by direct deposit, for the week of the vacation, following each week taken.

#### ARTICLE 14. – **HOURS OF WORK/OVERTIME**

14.01 It is understood and agreed that the Company reserves the right to change the work schedule or the starting and quitting times to suit the varying conditions of the business. Current arrangements shall not be construed as a guarantee of the hours nor days of work per week nor as a guarantee of working schedules.

- a) When there is a business need for coverage by the maintenance workers on different shifts, a rotation schedule will be implemented as per needs, skills and abilities (millwright or electrician) to ensure that coverage by the different trades are in place.

Where a maintenance worker is required to work from home to resolve issues, they will be paid for worked time at the prescribed rate for a minimum of one hour.

- 14.02 The normal workweek for weekday workers shall be made up of five (5) days: Monday through Friday, consisting of forty (40) hours per week with one - 20-minute paid lunch period. It is understood that the lines are not to be left unattended during breaks.

The hours of each shift are: 7:00AM-3:00PM (1st Shift), 3:00PM-11:00PM (2nd Shift), 11:00PM-7:00AM (3rd Shift). In the event of a change in the hours of each shift, the Company will provide the union with the opportunity to provide input; however, the Company has the right - under the management rights Article 2.01 and Article 14.01 - to change those hours as needed to run its business.

- 14.03 Generally, employees shall be entitled to one fifteen (15) minute rest period during each one-half shift. In the accommodation of rest periods for lines in continuous operation, it is understood that the operations will not be left unattended, unless it is reasonable that the line is operating without reasonable risk to be operating unattended for a 10 minute period of time. If the line is at risk the operator is responsible to ask for assistance to monitor the operation during breaks. In all other positions it is understood that the exiting crew will keep the packaging line in operation until they are relieved from the incoming crew.

- 14.04 The company will pay one and one half (1 ½) an employee's regular base hourly rate of pay for all hours worked:
- a) In excess of eight (8) hours on a regularly scheduled day of work.
  - b) On Saturday provided that that day is not a regularly scheduled shift
  - c) In excess of forty (40) hours in one week

The Company will pay two (2) times an employee's regular hourly base rate of pay for all hours worked on Statutory Holidays, as listed in Article 12.

The Company will pay two (2) times an employee's regular hourly base rate of pay for all hours worked on Sunday provided that that day is not a regularly scheduled shift.

It is recognized that such overtime payments do not apply where the work on the preceding or subsequent day are considered part of the regular starting and ending hours of an employee's shift.

Overtime will not be pyramided. An employee will not be entitled to overtime pay twice for the same period of time worked.

- 14.05 Overtime is voluntary providing the Company has employees who are available to perform the work. During overtime shifts, Management reserves the right to assign staff as needed based upon work available, to the end of the scheduled shift.

14.06 The Company will attempt to give some indication, where possible, when weekend work is required. In such situations, employees will indicate to their supervisor if they are interested in being considered for such overtime. In the event that employees are not available, the Company has the right to arrange its work force to accommodate the required overtime and will endeavour to do so by 10:00 PM on Thursday night.

14.07 The following will apply to employees on vacation:

1. Overtime procedures will be followed as per the Collective Agreement.
2. Prior to being on vacation, the employee will notify the scheduling supervisor in writing that they wish to be considered for overtime on their vacation.
3. Overtime will be given to all employees as per the Collective Agreement who are not on vacation first and then employees who are on vacation will be offered second after everyone else has declined, according to seniority, skill and ability provided they have indicated their intention in accordance with the previous Point #2.
4. The Company recognizes that vacation time begins at the conclusion of the employee's last regularly-scheduled shift in the work week when the employee seeks to take vacation, and, employees on vacation will not be mandated to work during their vacation.
5. If a statutory holiday falls on the Friday during the week and an employee has holidays on the week directly proceeding the statutory holiday, the Company recognizes that the Statutory holiday is part of that employee's scheduled holiday and cannot be mandated to work.

The procedure for planned and unplanned overtime will be as follows:

- 1) Planned overtime (e.g. to cover vacations, leaves of absence, or other absences of two or more days of which the Company has knowledge in advance) shall be offered on a voluntary basis plant wide (ensuring no violations of statutory labor regulations) and awarded by seniority, provided the individual has the skill and ability to perform the work. If the Company cannot fulfill its requirements through such procedure, employees will be assigned to work overtime in reverse seniority order providing they have the skill and ability to perform the work. Preference will be provided to those employees volunteering for full shifts vs. partial shifts.
- 2) Unplanned overtime preceding or extending a shift (e.g. to cover unexpected absences such as call-ins, NCNS, or production increases that develop immediately preceding or following a scheduled shift) shall be offered in the following order:
  - a. First, by seniority to the employees performing the work on the shift, in the department, within the classification;

- b. Second, by seniority to the employees on the shift within the department;
  - c. Third, by seniority to the employees on a shift;
  - d. Fourth, plant-wide by seniority.
  - e. If the Company cannot fulfill its requirements through such procedure, employees will be assigned to work overtime in reverse seniority order providing they have the skill and ability to perform the work.
- 3) If overtime is required on a scheduled day off, overtime will be offered on a voluntary basis plant-wide and awarded by seniority provided the employee has the skill and ability to perform the work. If there are an insufficient number of volunteers, employees will be assigned by reverse seniority providing they have the skill and ability to perform the work.
- 4) Active employees (i.e. on site) will have first rights to overtime.
- 14.08 Whenever possible, all production departments will be scheduled straight shifts by seniority, by department. It is understood that during non-vacation periods there will be two (2) dryer operators scheduled on each shift.
- 14.09 The Company will permit employees to bank overtime in increments of ½ or whole hours. Workers will be allowed to bank up to the equivalent in overtime equal to 40 regular hours.

The banked time will be accumulated between January 1<sup>st</sup> and December 31<sup>st</sup> of each year. The banked time will be a one-time banking of hours, not a continuous rolling of hours.

The use of banked time for workers must be submitted 10 days prior to the requested time off and is subject to management approval. The use of banked hours may be at any time throughout the year subject to the notice provisions provided. If banked time is not used by December 31<sup>st</sup>, then it will be paid out in full.

Time off must be taken in increments of eight hours. In justifiable circumstances an employee may with the prior approval of management take an increment of four (4) hours. Such requests will not be unreasonably denied.

Banked time requests will be on a first received, first granted basis. In the event two (2) or more employees request banked time on the same day, seniority will prevail.

The employees must own the banked time prior to making the request for banked time.

When payment for banked time is made to an employee the amount per hour for such time shall be calculated on the rate in effect in which the banked time was earned.



**ARTICLE 15. – CALL-IN PAY**

15.01 A seniority employee who has left the premises and is then called back to work and works less than four (4) hours shall receive a minimum of four (4) hours pay at the applicable hourly rate.

**ARTICLE 16. – REPORTING PAY**

16.01 An employee reporting for work on their scheduled shift will be given work for part or all of the shift or, if no work is available, the employee will be given four (4) hours pay at his base hourly rate, whichever is greater. The Company will make every reasonable effort to notify an employee in advance, by telephone or written notice when no work is available. In cases where the employee fails to receive such notification, due to any circumstances beyond the Company's controls, such as fire, windstorm, electrical failure, or acts of God, this clause shall not apply.

**ARTICLE 17. – JURY DUTY**

17.01 An employee who is called to and reports for jury duty or is subpoenaed as a crown witness shall be compensated by the Company by being paid the difference between the employee's regular (base) shift earnings and the rate paid by the Court per day for each day of jury duty on which the employee otherwise would have been scheduled to work for the Company and does not work. Such compensation shall only be payable if the employee gives the company written notice of such jury duty performed. It is understood that if an employee is called and dismissed so that they can come to work, this will be expected of them.

**ARTICLE 18. – JOB POSTING**

18.01 In the event that new jobs or permanent vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies by shift and a copy of the posting will be provided to the Chairperson. Jobs will be awarded by seniority provided the senior employee has the skill and ability to perform the work. The name of successful candidates will be provided to the Chairperson. (Note: After being posted in a position on a shift for six (6) months, an employee may exercise their seniority and bump to another shift in the same position providing they have the seniority to do so).

- a) The parties agree that when an employee exercises their seniority to bump to another shift in the same position providing that their has the seniority to do so, they will have a 2 week trial period on that shift. If the employee chooses to remain in that shift, they will have to remain in that shift for a duration of six (6) months before they can exercise their seniority and move/bump to another shift again. There will be a maximum of 3 moves and trial period per 12 month period per employee.

- 18.02 Seniority employees interested in applying for the vacancy shall do so on a form supplied by the Company within seven (7) working days.
- 18.03 In the case that the seniority employee proves unsatisfactory within the first three (3) months the employee will revert back to their former job. If additional time is required, it will be mutually agreed between the parties.
- 18.04 When an employee is reassigned from their classification, department or job as a result of lay-off or reduction, they will retain the right to return to their former classification and department, and exercise their seniority over a junior employee.
- 18.05 In the event an employee is required to fill a temporary position, which is the same as an already posted job, lasting from 1-10 days, the management has the right to assign any non-posted employee without regard to seniority.

Should the temporary position last from 11-60 days then the Company will assign a non-posted employee by seniority, plant wide, provided the employee has the skill and ability to perform the work. If the temporary position is associated with any new process, system, equipment or business opportunity the Company may select any employee for such temporary position without regard to seniority. If additional time is required, it will be mutually agreed between the parties.

Should the temporary position be required past 60 days then that job shall be posted as per Article 18.

This process is not intended to circumvent the job posting procedure.

- 18.06 Employees who have been awarded a job posting shall be required to wait for a period of six (6) consecutive months from the date of last award before applying for a new posting, unless bidding into a higher position. The only exception to the above is if all other employees signing a job posting have been considered and the position has not been filled.

The only time an employee is allowed to resign from a position and remain part of the active workforce is during the training period. The Company will determine the length of the training period depending upon the position and the individual.

- 18.07 For the purpose of filling a permanent vacancy, such job postings will be limited to two (2) moves to fill one (1) position, after which the Company will attempt to fill the remaining vacancy by contacting remaining employees by seniority to determine interest. If the position still remains open, the Company reserves the right to fill said position by whatever means it deems necessary (i.e. re-posting, assigning, hiring externally, etc.). The Company commits to moving successful bidders to begin training by the second Monday after the job is awarded.

## ARTICLE 19. – LEAVE OF ABSENCE

- 19.01 Upon application and two (2) weeks written notice, except in cases of emergency, leaves of absence may be granted to employees without loss of seniority. Leaves of absence must be signed by the Company and a copy given to the Shop Committee. Such requests will not be unreasonably withheld.
- 19.02 Any employee of the Company elected or appointed to a full time position in the Local Union or National Union, Unifor and its Local 636, will be granted a leave of absence by the Company. Such leaves will remain in effect until notice to cancel such leave is given by the Union.
- 19.03 The Company will grant reasonable leaves of absence without pay to members of the Union to attend to Union business outside the plant.
- 19.04 The Chairperson of the Plant Committee shall be granted reasonable leaves of absence to attend to any business arising from this collective agreement.
- 19.05 Employees granted leave under 19.02 above shall have their seniority continue to accrue while on such leave.
- 19.06 An employee with seniority, elected or appointed to an essentially full time Federal, Provincial, or Local public office, may make written application for a leave of absence for the period of their first term of active service in such public office. If such leave is granted, additional leaves of absence for service in such office may be granted at the option of Management upon written application by the employee.

Any employee granted such leave of absence shall be entitled to reinstatement at the current rate of pay, to such work as they may be entitled on the basis of the seniority provisions of the Agreement. Seniority rights will continue to accrue during the period of such leaves of absence. The employee's request for leave of absence may also include the necessary time to campaign for such office.

## ARTICLE 20. – ESA LEAVES OF ABSENCE

- 20.01 The Company will grant Employment Standards Act leaves of absence in accordance with ESA standards. Payments made pursuant to leaves in this Collective Bargaining Agreement that would also qualify as Emergency leave under the ESA count as payment for emergency leave days.

## ARTICLE 21. – BEREAVEMENT LEAVE

- 21.01 Five (5) days compassionate leave at the rate of pay will be granted to a seniority weekday employee losing time from regular scheduled work to attend the funeral of, or to

settle the estate of a deceased member of their immediate family. Immediate family is defined as: father, mother, child, spouse, brother, sister, father/mother-in-law, brother/sister-in-law, stepbrother/sister, step-children, step-parents.

- 21.02 Three (3) days compassionate leave at the base rate of pay will be granted to a seniority employee losing time from regularly scheduled work to attend the funeral of the employee's grandparents and/or grandchildren or their spouses' grandparents and/or grandchildren, step-grandparents and/or step-grandchildren.
- 21.03 One (1) day of compassionate leave at the base rate of pay will be granted to a seniority weekday employee losing time from regularly scheduled work to attend the funeral of the employee's aunt or uncle.
- 21.04 Common-law relationships will be considered in this Agreement when the common-law relationship has been previously registered with the Company. The employee will automatically relinquish any previous spousal relationship. Spouse is defined as a person to which you are legally married or in a common-law relationship of twelve (12) months or greater. There shall be no duplication of any type of bereavement leave for an employee.

## ARTICLE 22. – **WAGES**

22.01 During the term of this agreement the Company and the Union agree that all payment of wages will be accordance with the wage rates set forth in Schedule B and Schedule C, hereto, which are hereby made a part of this Agreement.

22.02 (i) It is understood that this COLA clause will be frozen as of the date of ratification of this Collective Agreement up to the date indicated in item ii) of this Article. In addition the three (\$0.03) cent float generated from the last Agreements COLA clause will be rolled into the current wage rates.

(ii) Effective September 1, 2023, and thereafter during the period of this Agreement, each employee shall receive a cost of living allowance as set forth in this section.

The amount of cost of living adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index of the base 2002=100, hereafter referred to as the "2002 Consumer Price Index" or "2002 CPI".

In determining the three (3) month average of the indexes for a specified period, the computed average will be rounded to the nearest 0.1 Index point. (i.e. 0.05 and greater will be rounded upwards and less than 0.05 will be rounded downwards.)

The COLA shall be computed using a three consecutive (3) month average of the 2002 CPI as the base period. COLA will be made on a quarterly basis at the following times, up to the expiry of this Collective Agreement.

Effective Date of Adjustment: The first pay period containing September 1, 2023 and at three calendar month intervals thereafter, up to the expiry of this Collective Agreement.

One cent (\$0.01) adjustments in the COLA shall become payable for each 0.0798 change in the 2002 CPI, up to a maximum of 10 cents (\$0.10).

For the purposes of this Collective Agreement, any paid COLA shall be treated as if it were incorporated into the base rate.

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form of the basis of calculation of the index, the parties agree to ask Statistics Canada to make available, for the life of this Agreement, a monthly index in its present form and calculated on the same basis as the index for 2002.

22.03 Under no circumstances will there be pyramiding of wages nor duplication of monies paid for the same period of time by the Company or in concert with any other group supported by the Company. For example, an employee receiving paid holiday monies as well as group benefit/pension monies or a person receiving Company monies as well as monies while absent on WSIB. It is understood that a duplication does not exist if the person is receiving life time WSIB pension monies.

22.04 When an employee is required to perform the duties of a higher rated classification, the employee will receive the higher rate of pay for all hours worked at the higher classification, provided a minimum of four (4) consecutive hours are worked at the higher rated classification.

If an employee is required to perform the duties of a lower rated classification during the course of their scheduled shift, they will not suffer any decrease in hourly wages for that time worked.

When an employee is moved to a lower classification for the benefit of the Company, the higher classification will be paid. When an employee moves to a lower classification for the employee's benefit (i.e. in lieu of layoff), the lower classification will be paid.

22.05 Employees will be paid a shift premium, as outlined below, for all hours worked on afternoon and evening shifts.

	<u>Afternoon</u>	<u>Nights</u>
Effective November 10, 2020	\$0.50	\$0.55

22.06 Employees requested by the Company to train other employees will receive a .50 premium in addition to their base rate of pay for the time spent training. The Company

reserves the right to determine and assign trainers, as well as the length of the training period.

#### **ARTICLE 23. – GROUP INSURANCE**

23.01 The Company reserves the right to choose the insurance carrier(s) for employee benefit coverage.

The Union and Company agreed that employees will pay the following increase per year for their weekly benefits:

- i. Year 1 – Employees will each pay \$7.65 per week for benefits – This represents a \$0.40 increase over what each employee paid up to November 9, 2020;
- ii. Year 2 – Employees will each pay \$8.05 per week for benefits – This represents a \$0.80 increase over what each employee paid up to November 9, 2020.
- iii. Year 3 – Employees will each pay \$8.45 per week for benefits – This represents a \$1.20 increase over what each employee paid up to November 9, 2020.

23.02 The benefit coverages are governed by the terms of the policies as amended November 10, 2011. The Company shall supply a brochure of the benefits covered to each seniority employee.

23.03 The Company will pay the full cost of the current benefit package, with an exception of the \$2.00 drug card.

23.04 The Company, as well as the employee, will continue to pay their respective share of the premiums for the welfare benefits under the following conditions:

- I. In the case of a lay-off, to the end of the month after which the lay-off occurs.
- II. In the case of weekly indemnity, at the expiration of the weekly indemnity period.
- III. Employees whose claims are honored by W.S.I.B., in accordance with the Worker's Compensation Act.

23.05 In the event that the Company must recover monies from the employee as a result of the above provisions, the Company will use this clause as its authority to recover such money.

#### **ARTICLE 24. – PENSION PLAN**

24.01 Effective November 10, 2022: the Company agrees to contribute to Canada-Wide Industrial Pension Plan an additional forty-five (\$0.45) cents per hour per employee for all compensated hours to a maximum of 2080 hours in the last year of the term.

**ARTICLE 25. – PRODUCTION BY SUPERVISION**

25.01 Supervisory employees shall not be permitted to perform work normally performed by those under their supervision, except in the following types of situations:

- a) In emergencies when regular employees are not immediately available.
- b) In the instruction of employees; in experimental work, new models and samples.
- c) In the performance of necessary work when production difficulties are encountered on a job.
- d) To address health and safety needs of employees or to address any food safety risk.

**ARTICLE 26. – COPY OF AGREEMENT**

26.01 The Company will provide a copy of the Collective Agreement to the Union and to each union member in a duo tang.

**ARTICLE 27. – CLOSE-OUT AGREEMENT**

27.01 The Company shall advise the Union as soon as possible of any contemplated shutdown of operations that will affect the employees. The Union and the Company will meet to discuss the contemplated shutdown.

**ARTICLE 28. – PAID EDUCATION LEAVE**

28.01 The Company agrees to pay into a special fund \$300/quarter for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee 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 its Local 636 and sent by the Company to the following address:

Unifor and its Local 636 Paid Education Leave Program  
205 Placer Court  
North York, Willowdale, ON M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave. The Company understands that only one (1) employee per twelve (12) month period will be selected to attend such courses.

28.02 Tuition Fees and Book Refund – it is the policy of the Company to encourage all employees to engage in personal self-development through various mediums but especially through enrolment in formal academic training courses in the community and at work.

An employee who wishes to enroll in a course under the Company’s Tuition Refund Program must complete the Tuition Refund Application and submit it to Plant Manager for prior approval. When the course is completed, the employee must remit evidence of successful completion, including course fees and text book (s) paid, to the Plant Manager and the latter will make arrangements for reimbursement within a two (2) week period from the date of submission.

#### ARTICLE 29. – PROMOTIONS AND TRANSFERS

29.01 An employee promoted or transferred to an excluded position outside the bargaining unit will maintain seniority as of the date of promotion/transfer which ever is applicable for up to a period of 135 days. If the company decides to return the employee to the Bargaining Unit within 135 days of such promotion/transfer, the employee shall be credited seniority up to the date of promotion/transfer which ever is applicable. Should the employee wish to return to the bargaining unit within 135 days, they shall be credited seniority up to the date of promotion/transfer which ever is applicable.

If an employee should return to the Bargaining Unit after the 135-day period has expired, all former seniority accumulated will be considered null and void. Therefore, their new seniority date will commence as of the first day worked upon return to the Bargaining Unit.

#### ARTICLE 30. – PAY PERIOD

30.01 All regular employees covered by this Agreement shall be paid on a weekly basis. Weekly paychecks will be disbursed on Friday of each week.

30.02 Whenever possible, the company will correct payroll errors of six (6) hours or greater in the same week by wire transfer (provided appropriate authorized signers are available). All other payroll errors will be corrected on the following week’s paycheck.

#### ARTICLE 31. – DURATION OF AGREEMENT

31.01 This Agreement shall remain in full force and effect from **November 10, 2020** to **November 9, 2023** and shall thereafter continue for a further period of one (1) year unless not more than ninety (90) days or less than thirty (30) days before the expiration



date either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date.

31.02 During any period of negotiations for the renewal of a Collective Agreement, the terms and conditions of this Agreement shall remain in full force and effect.

This Agreement is hereby duly executed by the said parties on this  
14<sup>th</sup> day of January, 2020.

**Signed on behalf of Local:**

  
Brent Thompson

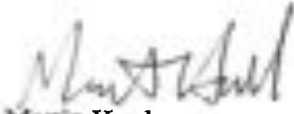
President, Unifor and its Local 636

  
Tony Chiasson

Chairman Local 636 Unifor



Kevin McArthur  
Committee Member

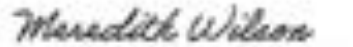


Martin Hord  
Committee Member

**Signed on behalf of Company:**



Jeff Hamilton  
Plant Manager



Meredith Wilson  
Regional HR Manager



Genice Daniels  
Human Resources Director



Manon Robillard  
Rewards Manager



Geoff Challinor  
Senior Human Resources Manager

**Signed on behalf of the National:**



Julie Hector  
London Area Director, Unifor and its Local 636

## Schedule A

<b>Calendar day observed on</b>	<b>Statutory day</b>
Thursday, December 24, 2020	December 24th
Friday, December 25, 2020	Christmas
Monday, December 28, 2020	Boxing Day
Tuesday, December 29, 2020	Christmas Shutdown
Wednesday, December 30, 2020	Christmas Shutdown
Thursday, December 31, 2020	Christmas Shutdown
Friday, January 01, 2021	New Year's Day
Monday, February 15, 2021	Family Day
Friday, April 02, 2021	Good Friday
Monday, May 24, 2021	Victoria Day
Friday, July 02, 2021	Canada Day
Monday, August 02, 2021	Civic Holiday
Monday, September 06, 2021	Labour Day
Monday, October 11, 2021	Thanksgiving Day
Thursday, December 23, 2021	December 24th
Friday, December 24, 2021	Christmas Day
Monday, December 27, 2021	Boxing Day
Tuesday, December 28, 2021	Christmas Shutdown
Wednesday, December 29, 2021	Christmas Shutdown
Thursday, December 30, 2021	Christmas Shutdown
Friday, December 31, 2021	New Year's Day
Monday, February 21, 2022	Family Day
Friday, April 15, 2022	Good Friday
Monday, May 23, 2022	Victoria Day
Friday, July 01, 2022	Canada Day
Monday, August 01, 2022	Civic Holiday
Monday, September 05, 2022	Labour Day
Monday, October 10, 2022	Thanksgiving Day
Friday, December 23, 2022	December 24th
Monday, December 26, 2022	Christmas Day
Tuesday, December 27, 2022	Boxing Day
Wednesday, December 28, 2022	Christmas Shutdown
Thursday, December 29, 2022	Christmas Shutdown
Friday, December 30, 2022	Christmas Shutdown
Monday, January 02, 2023	New Year's Day
Monday, February 20, 2023	Family Day
Friday, April 07, 2023	Good Friday
Monday, May 22, 2023	Victoria Day
Friday, June 30, 2023	Canada Day
Monday, August 07, 2023	Civic Holiday
Monday, September 04, 2023	Labour Day
Monday, October 09, 2023	Thanksgiving Day

**Schedule B**

	Y1	Y2	Y3
Wages reflect increases to the previous CBA wages as set out in this row	.03 cola + 1.75%	1.75%	1.75%
**			

2020-2023 rates

<b>Classification</b>	<b>Effective Date</b>	<b>Effective Date</b>	<b>Effective Date</b>
	2020-11-10	2021-11-10	2022-11-10
<b>Maintenance/Trades*; **</b>	\$35.50	\$36.12	\$36.75
<b>Dryer Operator</b>	\$26.85	\$27.32	\$27.80
<b>MP Operator</b>	\$25.41	\$25.85	\$26.30
<b>Laboratory Tech</b>	\$24.99	\$25.43	\$25.88
<b>Shipper/Receiver</b>	\$24.54	\$24.97	\$25.41
<b>Packer/Janitor</b>	\$24.01	\$24.43	\$24.86
<b>Probationary</b>	\$21.55	\$21.93	\$22.31
<b>Student</b>	\$14.56	\$14.81	\$15.07

New employees hired effective November 10, 2014 and onward will be paid 80% of the wage rate for their job classification for their first three (3) years of employment except for maintenance employees and apprentices.

\*License Premiums: An employee holding 2 recognized trade licenses (Millwright, Electrician, Ref. A or B Operator, Stationary Engineer) will receive a premium of \$2.00 for every paid hour; and an employee holding 3 recognized licenses (Millwright, Electrician, Ref. A or B Operator, Stationary engineer) will receive a premium of \$4.00 total for every paid hour.

\*\* Maintenance/Trades receive an increase from \$34.15 to \$35.50 in lieu of a 1.75% increase in Year 1.

For the purposes of calculating overtime pay pursuant to Article 14.04, license premiums as set out above will be added to the regular base hourly rate.

Schedule B does not apply to Apprentices save and except as referred to in Schedule C.

### **Schedule C – Apprenticeship Program**

The parties agree to have an apprenticeship program when required by the company. The apprenticeship program provides development opportunities for non-trade workers to obtain a skilled trade, through successful completion of the program. Workers selected must meet requirements of the job description, minus trade certification. Selecting candidates will include review of academic preparation, work record and a demonstrated aptitude through a battery of tests, and an interview process. The plant chairperson of the bargaining unit will be a member of the team selecting candidates for apprenticeship. If no internal candidates are identified through the selection process, the Company will hire outside potential candidates.

Those selected for an apprenticeship will meet with the Ministry of Colleges and Universities (MTCU) and follow the standards of apprenticeship for the trade, as set by the MTCU and the Ontario College of Trades.

Credit hours may be granted subject to the review and approval of the Ministry of Training, Colleges and Universities Intake Officer.

Upon completion of the Apprenticeship Program, the apprentice must write for their Certificate of Qualification within six months of obtaining their Completion of Apprenticeship Certificate.

Apprentices will be provided with a tool box and the appropriate tools for the trade, paid for by the Company.

The Company will support the apprentice during the apprenticeship with any schooling issues and to ensure the apprentice is receiving the necessary training on the shop floor.

The Company will have the authority to discipline and/or cancel the apprenticeship at any time for cause such as:

- Inability to successfully complete a segment of training after two attempts;
- Unreliability;
- Unsatisfactory work;
- Lack of interest in their work or education;
- Improper conduct;
- Failure to attend classroom instruction regularly;
- Failure to be in good standing with the college throughout their apprenticeship regarding their academic status.

If an apprentice fails to obtain their Certificate of Qualification, they will be returned to the last position they held in the bargaining unit, provided an opening exists.

### **Wages**

Compensation changes are scheduled to occur based on the apprentice's progression in their elected field.

Internal candidates who are successfully selected for an apprenticeship will hold the regular base rate of pay for the job that they are currently holding until such regular base rate of pay is exceeded, as provided below in the Apprentices Wages Table.

**Apprentices Wage Table:**

Apprentices will be paid the following regular rates of pay:

<b>Effective Date</b>	<b>% of Prevailing Skilled Trade Wage Rate set out in Schedule B</b>
Start of program	60% of base wage rate
Successful completion of 1 <sup>st</sup> term and 2,000 hours	70% of base wage rate
Successful completion of 2 <sup>nd</sup> term and 4,000 hours	80% of base wage rate
Successful completion of 3 <sup>rd</sup> term and 6,000 hours	90% of base wage rate
8,000 hours and passing Certificate of Qualification Exam	100% of base wage rate

\*Apprentices will be paid their regular rate of pay for time spent in school as per school attendance records.

**LETTER OF UNDERSTANDING – Amended to take out reference to Employees on Layoff**

**RE: Students**

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Students will be utilized during the following traditional vacation periods:

1. Summer breaks (April 15 to September 15)
2. Christmas season (December 15 to January 15)
3. March Break/Reading Week

Students will only be permitted to work overtime when the Company has exhausted the overtime allocation provisions of the collective agreement.

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Signed on behalf of Local:**

**Signed on behalf of Company:**

\_\_\_\_\_  
Brent Thompson  
President, Unifor and its Local 636

\_\_\_\_\_  
Jeff Hamilton  
Plant Manager

\_\_\_\_\_  
Tony Chiasson  
Chairman Local 636 Unifor

.....

**Signed on behalf of the National:**

\_\_\_\_\_  
Julie Herron  
National Representative, Unifor and its Local 636

**Memorandum of Understanding**

**Kerry Incorporated — Woodstock, Ontario**  
**Unifor, Local 636**

This Memorandum of Understanding (MOU) shall memorialize recent discussions by and between representatives of Kerry Company (Company) and Unifor Local 636 (Union) with regard to the Company's intent to provide a temporary, enhanced wage progression (Temporary Wage Progression) to newly-hired employees and existing employees with less than three (3) years of service who are paid less than 100% of the wage rate for their job classification, in order to assist the Company with filling open job vacancies and reducing new-hire turn-over.

Effective November 10, 2020, the Union understands and agrees to the following:

1. A Temporary Wage Progression for newly-hired employees and those employees who have less than three (3) years of service will benefit the Union and the Company by attracting and retaining critical talent necessary to run the factory and respond to customer needs.
  
2. In order to implement the Temporary Wage Progression, the Union understands and agrees certain provisions of the Collective Bargaining Agreement entered by and between the parties on November 10, 2020 through November 9, 2023 (“CBA”) shall be suspended and replaced by the following provision:

Schedule B. Job Classifications and Wage Rates: Effective November 10, 2020 newly hired employees and employees who presently have less than three (3) years of service will be moved up to receive the full wage rate in effect for the job in which they are working.

In the event the parties agree to cancel this MOU as described above, the Union agrees that any employees hired prior to such cancellation and who have less than three (3) years of service shall be entitled to continue earning the full wage rate for the job in which they are working, irrespective of the actual number of months the employee has worked for the Company.

Signed this \_\_\_\_ day of November , 2020

\_\_\_\_\_  
Julie Herron, London Area Director  
National Representative Unifor

\_\_\_\_\_  
Brent Thompson  
Local President 636 Unifor

\_\_\_\_\_  
Tony Chiasson  
Chairman Local 636 Unifor

\_\_\_\_\_  
Jeff Hamilton  
Plant Manager, Kerry

**BEREAVEMENT LEAVE .....19**  
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