COLLECTIVE AGREEMENT

**BETWEEN**

**GREATVALLEY JUICES**

**DIVISION OF A. LASSONDE INC.**

**PORT WILLIAMS, NS**

**(hereinafter referred to as the “Company”)**

**AND**

**BAKERY, CONFECTIONERY, TOBACCO WORKERS and**

**GRAIN MILLERS INTERNATIONAL**

**UNION LOCAL 406**

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

**(February 1, 2019 – January 31, 2022)**

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| Article 1 – PURPOSE | | | |
| 1.01 |  | The purpose of this Agreement is to establish and maintain a harmonious relationship between the Company and its employees; to define the terms and conditions of employment; to provide an amicable method of settling differences which may arise from time to time; to promote mutual interests of the Company and its employees; and to provide for the efficient operation of the Company’s plant under methods which will serve the interests of our customers. | |
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| 1.02 |  | Recognition that the standard of wages, working conditions and security of employment arises from sound and efficient operation of the plant, the Union and the Company agree to co-operate at all times: | |
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|  |  | (a) To maintain and improve quality of products; | |
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|  |  | (b) To avoid waste of products, material and time; | |
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|  |  | (c) To assist in keeping the Company’s premises clean and tidy; | |
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|  |  | (d) To conserve and protect machinery and equipment. | |
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| Article 2 – RECOGNITION | | | |
| 2.01 |  | The company recognizes the Union as the sole collective bargaining agent for all employees of the Company at its Port Williams, Nova Scotia plant as described in L.R.B. Order no. 3777, save and except those excluded by the Nova Scotia Trade Union Act. | |
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| Article 3 – RELATIONSHIP | | | |
| 3.01 |  | The parties agree there will be no discrimination against employees and Union members because of union membership or union activity. | |
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| 3.02 |  | The Company, the Union and all employees will comply with the provisions of the Nova Scotia Human Rights Act. | |
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| 3.03 |  | It is agreed that neither the Union nor union members shall engage in membership activity or carry out union business on Company time or property other than as expressly provided elsewhere in this Agreement. | |
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| Article 4 – PAYMENT OF UNION DUES | | | |
| 4.01 |  | (a) Each employee will be required to authorize the deduction of regular monthly union dues from his pay. The said union dues will be deducted weekly and will be forwarded to a designated officer of the Union by the 10th day of each calendar month. New employees shall, at the time they are hired, sign a post-dated dues authorization. | |
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|  |  | (b) The Company will insert the amount of union dues deducted on each employee T-4 slip. | |
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| 4.02 |  | The Union will save the Company harmless from any and all claims which may be made by the employees against the company for amounts deducted from pays as herein provided. | |
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| 4.03 |  | Union dues will be deducted from paid vacation. | |
| Article 5 – STRIKES AND LOCKOUTS | | | |
| 5.01 |  | There will be no lockout caused or directed by the Company, nor will the Union or any employee cause, direct or participate in any strike against the Company during the term of this Agreement. Strike shall include, but is not limited to slowdown or stoppage of work, picketing of Company premises or property, boycott of Company product or any act intended to restrict production, transportation or distribution. | |
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| 5.02 |  | In the event of a strike during the term of this Agreement, the Union and/or its employee representative will instruct employees to resume work immediately. | |
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| Article 6 – RESERVATION OF MANAGEMENT RIGHTS | | | |
| 6.01 |  | Nothing in this Agreement shall be interpreted as limiting the Company in the exercise of all of the rights, powers, authority and regular and customary functions of management and, without limiting the generality of the foregoing, these rights shall include: | |
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|  |  | (a) | To maintain order, discipline and efficiency; |
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|  |  | (b) | To hire, discharge, transfer, promote, classify, demote, discipline, suspend, layoff, transfer and assign work to employees and to introduce new or improved methods or facilities; provided that a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; |
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|  |  | (c) | Generally, to manage, control, continue, discontinue in whole or in part, the Employer’s operations and without restricting the generality of the foregoing, to determine the number of employees, schedules or production, kinds and locations of machines and processes to be used, and the expansion, limitation or cessation of operations; |
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|  |  | (d) | The Employer shall retain at all time the right to maintain a qualified work force for the proper efficient operation of the Company. |
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|  |  | These rights will be exercised in a manner consistent with the express requirements of this Agreement. | |
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| Article 7 – Union Committee | | | |
| 7.01 |  | The Union shall elect or appoint no more than two (2) stewards per shift who shall be seniority employees to assist in the handling of grievances. | |
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| 7.02 |  | The Union shall supply the Company with a list of stewards and union officials. The Union shall inform the Company, in writing, of any changes that may occur from time to time. The Company shall not recognize an employee as a steward or Union official unless previously notified in writing by the Union of such election or appointment. | |
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| 7.03 |  | The stewards will not leave their regular duties for the purpose of conducting any business on behalf of the Union or employees without first receiving permission from his Supervisor or his designate, such permission will not be unreasonably withheld. | |
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| 7.04 |  | The Company will notify the Union, in writing, of the names of any management people that the Union would be called upon to deal with in the administration of this Agreement. The Union will also be notified in writing of any changes to this list. | |
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| 7.05 |  | A joint occupational health and safety committee comprised equally of members selected by the Union and members selected by the Company, will be maintained. Meetings of the committee will be held in compliance with the Nova Scotia Occupational Health and Safety Act. | |
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| **Article 8 - GRIEVANCE PROCEDURE** | | | |
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| 8.01 |  | It is the mutual desire of the parties that any complaint by an employee with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted as quickly as possible. If an employee feels he is suffering a grievance, he shall report his complaint in the manner described below. Pending its investigation and settlement, the employee shall continue to perform the duties assigned to him by his immediate supervisor. | |
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| 8.02 |  | No grievance exists until the employee has first given his immediate supervisor an opportunity to adjust the complaint | |
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| 8.03 |  | If after registering the complaint with the immediate supervisor such complaint is not settled within two (2) regular working days, then the following steps of the grievance procedure may be involved: | |
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|  |  | Step One | |  |
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|  |  | The grievance shall be submitted in writing, as described in Article 8.06, to the immediate supervisor by the employee. The immediate supervisor shall meet with the employee’s steward within one (1) working day of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The immediate supervisor shall, within a further two (2) working days, give his written answer to the grievance to the steward. | | |
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|  |  | Step Two | | |
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|  |  | If the grievance remains unsettled with the answer at Step One, the grievance may, within three (3) working days of the decision at Step One, be submitted to the Director of Operations who shall, within three (3) working days, hold a meeting between the Union Grievance Committee and the appropriate representatives of management, in a final attempt to resolve the grievance. The business representative of the Union and/or the grievor shall be present if requested by either party. The Director of Operations shall, within a further five (5) working days, give his decision, in writing, to the union steward. | | |
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| 8.04 |  | The Company shall be under no obligation to consider or process a grievance unless it has been presented to the supervisor in writing at Step One of the grievance procedure within three (3) working days from the time that the circumstances giving rise to the grievance were known or should reasonable have been known to the grievor. | | |
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| 8.05 |  | If either party is not satisfied at the conclusion of Step Two, then the grievance may be referred to arbitration as provided in Article 9 – Arbitration. | | |
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| 8.06 |  | A written grievance shall contain a brief statement of the grievance, the correction requested, the provisions of the Agreement alleged to have been violated and, where applicable, the name and department of the grievor. | | |
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| 8.07 |  | Time limits in the grievance procedure shall be considered mandatory. The time limits within this Agreement may be extended only by agreement between the parties. | | |
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| 8.08 |  | A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, at Step Two of the grievance procedure, within ten (10) working days from the time that the circumstances giving rise to the grievance were known or should regularly have been known to the Union or the Company, and the grievance procedure shall apply, with any necessary modifications, to the Union policy grievance or the Company grievance, as the case may be. The provision of this article shall not be used by the Union to process a grievance directly affecting employees which grievance the employees could themselves institute and the regular procedure for an employee’s grievance shall not be bypassed. The Union’s policy grievance shall be signed by the Union representative. Where the Union or Company presents a grievance, the Union or the Company shall be deemed to be the grievor for purposes of this grievance procedure. | | |
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| **Article 9 - arbitration** | | | | |
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| 9.01 |  | No grievance may be submitted to an arbitrator unless settlement thereof has been attempted and all of the requirements of the grievance procedure have been complied with. | | |
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| 9.02 |  | When either party requests arbitration it shall make such request in writing. Following receipt of such request the union and the employer, or their representatives, shall endeavor to agree on the name of the arbitrator to the appointed to hear the case. Failing agreement within the prescribed time period, either party may make application to the Department of Labour for the appointment of an arbitrator pursuant to the Trade Union Act. | | |
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| 9.03 |  | The Company and the Union shall endeavour to agree on an arbitrator within ten (10) working days following the notice of arbitration given by one or the other party. | | |
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| 9.04 |  | The arbitrator shall hear and determine the grievance and shall issue a decision setting out the reasons for this decision, which decision shall be binding upon the parties and upon any employees affected by it. | | |
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| 9.05 |  | The arbitrator shall not make any decision inconsistent with the provisions of this Agreement, or add to, alter, modify or amend any part of this Agreement, or imply any terms into this Agreement. | | |
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| 9.06 |  | Each party to this Agreement shall bear its own costs of and incidental to any arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two parties to this Agreement. | | |
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| 9.07 |  | No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the specified time periods, provided that the parties may extend the time limits in the grievance procedure by mutual agreement. | | |
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| **Article 10 - Discipline** | | | | |
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| 10.01 |  | The right to discharge or otherwise discipline employees shall remain at the discretion of the Company, except that there shall be no discharge or disciplinary action of employees, who have completed their probationary period, without just cause and such action subject to the grievance procedure. "Just cause" for discharge shall be deemed to include but shall not be limited to the following:  (a) Operating equipment while intoxicated; | | |
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|  |  | (b) Falsification of time or production records; | | |
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|  |  | (c) Attempted injury to another employee; | | |
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|  |  | (d) | Theft of product or other Company property, or the property of other employees; | |
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|  |  | (e) Deliberate damaging of Company property; | | |
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|  |  | (f) Possession of alcohol or illegal drugs on Company premises. | | |
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| 10.02 |  | Where a discharge or suspension of any employee who has completed his probation period is involved, the steward, if possible, or, if it is not possible and the employee requests it, another employee shall be called in to be present at the interview between the employee and the management representative. The steward shall be informed of the suspension or discharge prior to the interview. | | |
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| 10.03 |  | A complaint by an employee that has completed his probation period that he has been unjustly discharged shall be considered a grievance. In processing such a grievance the first step of the grievance procedure shall be dispensed with the grievance shall be submitted in writing directly to the Director of Operations or his designated representative within three (3) working days after the discharge. | | |
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| 10.04 |  | When an employee is discharged or suspended he shall, when possible, have the right to meet with a steward in an area designated by the Company for a period of time before leaving the Company’s premises. This shall not apply in the event it is necessary to remove the employee from the Company’s premises immediately. | | |
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| 10.05 |  | In disciplining employees the first normal step shall be to first warn the employee in writing and to furnish a copy to the Department Steward. A repetition of the offence or another offence by the same employee will automatically involve a suspension. The length of such suspension is to be at the discretion of the Director of Operations or his representatives, but is not to exceed one week. A further repetition of the offence or another offense following suspension automatically involves discharge. Notwithstanding the above, both parties agree that there are some offenses that automatically involve discharge, or suspension on the first offense; this of course is subject to the grievance procedure. It is agreed that this clause will in no way diminish the provisions of Article 10.01 involving discharge for certain prescribed misconduct. | | |
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| 10.06 |  | Any written warnings that are placed on an employee’s formal record shall be removed from that record after a period of 12 months, provided there has been no further reoccurrence of discipline during that period. Any written suspension that are placed on an employee’s formal records shall be removed from that record after a period of 24 months, provided there has been no further reoccurrence of discipline during that period. | | |
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| **Article 11 - Seniority** | | | | |
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| 11.01 |  | Prior to January 01st, 2000, the calculation of seniority based on months will remain in force. After January 01st, 2000, employees’ seniority will continue to accumulate based on the date of hire, without taking into account the monthly requirement. | | |
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|  |  | Present Port Williams employees will have super seniority over any employee transferred, promoted, relocated or hired from other Lassonde plants to the Port Williams operations. | | |
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| 11.02 |  | All newly hired employees will be on probation and will not have any rights under the collective agreement, with the exception of wages, overtime, vacation and holidays, with the Company until after they have completed 60 working days within a fifteen (15) month period. The employee’s seniority will then date back to his date of hire within that fifteen (15) month period. By mutual agreement between the Union and the employer, the probationary period may be extended. | | |
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| 11.03 |  | Seniority shall be lost and employment terminated when: | | |
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|  |  | (a) | | An employee resigns; |
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|  |  | (b) | | An employee does not perform work for the company for a period of twelve (12) months, or is on medical leave for a period greater than eighteen (18) months. |
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|  |  | (c) | | An employee on layoff who has been notified by registered mail at the last address recorded with the Company by the employee to return to work and has failed to do so within three (3) working days of receiving such notice; |
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|  |  | (d) | | An employee is discharged for just cause; |
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|  |  | (e) | | An employee is absent from work for three (3) consecutive scheduled days or is absent from work for four (4) days or more non-consecutive, within a sixty (60) day period without explanation satisfactory to the Company; |
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|  |  | (f) | | An employee fails to return to work following an approved leave of absence at the appointed time without explanation satisfactory to the Company; |
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|  |  | (g) | | An employee retires. This clause will only be applied to the extent that it does not contravene the provisions of the Human Rights Act. |
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| 11.04 |  | In all cases of filling permanent job vacancies (except for those positions excluded from the bargaining unit) and in all cases recalls from layoff the following factors shall be considered: | | |
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|  |  | (a) | | Seniority; |
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|  |  | (b) | | Knowledge, qualifications and ability; |
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|  |  | (c) | | Efficiency and reliability. |
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|  |  | Where the qualifications and factors (b) and (c) are relatively equal between two (2) or more candidates in the judgment of the company, factor (a) shall govern. | | |
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| 11.05 |  | Seniority lists showing the seniority dates of employees will be posted on the bulletin board within thirty (30) days after the signing of this agreement. Such lists will be revised and posted each six (6) months thereafter, a copy of which will be forwarded to the union office. | | |
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| 11.06 |  | Notice of any permanent vacancy or new job for which an employee is required will be posted on the bulletin board for three (3) working days. A copy will also be faxed to the Union office on the day it is posted. During this time employees who have completed their probationary period will be permitted to make application by writing their names on the sheet which indicates that the job is vacant. Employees who are not at work during the posting period will be notified of the posting. One call will be made by the shop steward to the telephone number on the seniority list. The Company will consider the applications of these employees in accordance with the requirements outlined in Article 11.04. | | |
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| 11.07  11.08 |  | For purposes of this Article, “permanent vacancy” or “new job” shall mean a position which is reasonably projected to last for a period of more than 30 working days.  Temporary job vacancies anticipated to last three months or more will be posted and filled. | | |
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| **Article 12 - miscellaneous provisions** | | | | |
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| 12.01 |  | Where used in this Agreement and where applicable, the male pronoun shall be deemed to include the female pronoun and the plural will include the singular. | | |
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| 12.02 |  | Recognized representatives of the Union, not employed by the Company may be granted permission to visit the workplace during working hours to interview Union Members. Permission must first be obtained from the Director or his designated, and will only be granted on the understanding that it will not interfere with production. | | |
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| 12.03  12.04 |  | Plant bulletin boards will be available to the Union for posting notices. All notices shall be submitted to the Director or his designate for approval before posting. Union notices may be posted by the shop Stewart. Such notices must be dated and may be removed by the company after a period of one month.  It is the employees’ responsibility to provide a reliable contact phone number where they can be reached or a message left to ensure the company is able to communicate pertinent work information. | | |
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| **Article 13 - leave of absence** | | | | |
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| 13.01 |  | Leave of absence without pay and without loss of seniority will be granted to an employee to attend Union business functions, provided the Company is notified two (2) weeks in advance and further provided the employee can be spared from work. | | |
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| 13.02 |  | Leave of absence without pay and without loss of seniority will be granted to an employee who has completed the probationary period provided the Company is notified two (2) weeks in advance and further provided the employee can be spared from work. It is understood that the company can refuse a leave of absence for operational reasons. The final approval will be given by management in writing to the employee. | | |
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| 13.03 |  | Annuallythe employer shall provide a maximum of two (2) union stewards with up to two (2) paid work days to attend Educational Stewards Training provided the employee would have been scheduled to work on the days of the annual training. | | |
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| **Article 14 - Bereavement Leave** | | | | |
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| 14.01 |  | Bereavement leave of five (5) working days with pay at the regular rate shall be granted to a seniority employee in the case of death in the immediate family provided the employee would otherwise have been scheduled to work. "Immediate family" is defined as son, daughter, step child, current spouse, mother or stepmother, father or stepfather, sister and brother. | | |
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| 14.02 |  | Bereavement leave of two (2) days with pay shall be granted to a seniority employee in the case of the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandfather, grandmother for purpose of attending funeral, provided the employee would otherwise have been scheduled to work. | | |
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|  |  | In the event of the death of an employee on the seniority list, those employees who are permitted to leave work to attend the funeral will be paid for time lost for the attendance of the funeral for one (1) day. In order to receive pay, you must attend the funeral. | | |
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| 14.03 |  | Employees must provide the Company with a death notice or other proof in order to receive payment under this provision. | | |
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| 14.04 |  | Upon written request of the employee the company shall grant additional unpaid time off in any of the above circumstances. | | |

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| **Article 15 - jury duty** | | |
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| 15.01 |  | An employee who has completed the probationary period and who is summoned to serve on a court jury will be paid the difference between his regular rate of pay (up to a maximum of 40 hours per week) and the fee received for jury service, provided he is scheduled to work and reports for work on any day he is not required to sit as a juror or remain in the courtroom. |
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| 15.02 |  | An employee who has completed the probationary period and who is summoned to appear as a witness in a legal proceeding and is thereby unable to perform his regularly scheduled work shall be paid the difference between his straight-time hourly earnings for the actual time lost, up to a maximum of eight hours for the total time lost and less any witness fees actually provided to the employee. In order to qualify for such payment the employee shall provide the management with a copy of the summons or subpoena and they must not have been excused from attendance at the proceeding in question. |
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| **Article 16 - Hours of work** | | |
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| 16.01 |  | When feasible, the Company will operate on the basis of a 40 hour work week on a calendar basis from Sunday at 12:01 am (Saturday midnight) to Saturday at 12:00 am (Saturday midnight). However, as a seasonal operation, hours of work will frequently fluctuate considerably. |
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| 16.02 |  | Nothing in this Article shall be deemed to be a guarantee or limitation upon the hours of work per day or week. In all cases it is accepted that hours will be scheduled as is necessary in order to ensure that all work required is completed. |
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| 16.03 |  | The starting and quitting time for each shift and the time of lunch and rest periods will be determined by the company. Where practical, the starting time for each shift shall remain the same for each day of the week. |
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| 16.04 |  | There shall be two (2) fifteen (15) minute paid breaks per eight (8) hours shift. In addition, there shall be one (1) thirty (30) minute unpaid lunch period. Where the workday exceeds ten (10) hours, an additional paid rest period of fifteen (15) minutes duration will be allowed. |
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| **Article 17 - Overtime** | | |
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| 17.01 |  | Overtime at a rate of one and a half (1 ½) times the regular hourly rate will be paid for authorized hours in excess of forty-two (42) hours per week. |
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| 17.02 |  | An employee shall be entitled to be paid at time and one half (1 ½) for all hours worked on the sixth consecutive day actually worked by that employee. |
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| 17.03 |  | An employee shall be entitled to be paid at double time for all hours worked on the seventh consecutive day actually worked by the employee, provided that the employee worked the full shift available on the sixth day, otherwise the employee will be entitled to be paid at time and one half (1 ½) for all hours worked on that day. |
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| 17.04 |  | In view of the requirements of the Company to satisfy its production demands, employees may be required to work a reasonable amount of overtime in excess of either (8) hours in the day or forty (40) hours in the week. |
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| 17.05 |  | Where practicable, two (2) hours advance notice of overtime to be worked will be given. Any overtime worked beyond ten (10) hours in a day will be voluntary. |
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| 17.06 |  | In no case shall there be any duplication or pyramiding of overtime and any other premium. |
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| 17.07  17.08 |  | If overtime work is required and employees have not been given advance notice of this (prior to the start of the shift), employees will be provided with a meal or a meal allowance of $15.00, if they are required to work more than twelve (12) hours in a day.  When the Company requires overtime, such work will first be offered to the normally employee doing the job. If they decline, then the overtime will be offered to an employee based on ability and seniority. |
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| **Article 18 - reporting allowance** | | |
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| 18.01 |  | Unless notified beforehand not to report for work, an employee reporting for work at his scheduled starting time shall be provided a minimum of three hours work or two hours pay in lieu thereof. The provisions of the above paragraph shall not apply when such lack of work is due to a power failure, fire, labour dispute, or other circumstances beyond the Company’s reasonable control. |
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| **Article 19 - call back** | | |
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| 19.01 |  | An employee who has left the Company premises and is called in to work outside his scheduled hours, not immediately prior to his next shift, shall be paid a minimum of three (3) hours pay at the employee’s base rate. From September 1 to December 31 the call back will be paid at a rate of 1 ½ times the employee’s base rate. |
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| **Article 20 - Uniforms** | | |
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| 20.01 |  | An employee will be supplied with four shirts and two pairs of pants per year which will be laundered by the employee. It is the responsibility of each employee to maintain the uniform and present himself at work in a neat and clean manner. Employees may be granted additional shirts or pants at management discretion based on the wear and tear of the other uniforms. Uniforms are the property of the Company and must be returned to the Company in a clean state upon termination or layoff. |
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| 20.02 |  | Where an employee has been directed by the company to perform work which, in the opinion or management, creates damages or excessive wear to the uniform an additional replacement will be provided without cost to the employee. |
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| **Article 21 - Safety Footwear** | | |
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| 21.01 |  | Employees who have accumulated a total of 75 working days with the company shall, after each anniversary date of their hire, be eligible to receive a reimbursement from the company for the purchase of CSA approved safety footwear to a maximum of one hundred and fifty dollars ($150.00) per year. An employee may be eligible for a second pair of safety footwear for abnormal wear caused by the nature of the job. Pre-approval is required and will be at the discretion of the Director of Operations and the Shop Steward. |
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| 21.02 |  | The company will arrange for a direct payment voucher system with Marks Work Warehouse. Employees who choose a different retailer will be reimbursed if they provide appropriate receipts. |

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| **Article 22 - Paid Holidays** | | | |
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| 22.01 |  | The following days shall be paid holidays: | |
|  |  |  | |
|  |  | New Year’s Day |  |
|  |  | Heritage Day  Good Friday |  |
|  |  | Victoria Day |  |
|  |  | Canada Day |  |
|  |  | Civic Holiday |  |
|  |  | Labour Day |  |
|  |  | Thanksgiving Day |  |
|  |  | Remembrance Day |  |
|  |  | Christmas Day |  |
|  |  | Boxing Day |  |
|  |  |  | |
| 22.02 |  | To qualify to receive pay for the above holidays an employee must work his last scheduled work day immediately preceding the holiday and his first scheduled work day immediately following the holiday, unless excused by management, off sick, or on bereavement leave, and, in either case, the scheduled work day must have occurred within seven (7) days of the holiday in question. | |
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| 22.03 |  | The applicable premium rate for an employee scheduled to work on a paid holiday shall be one and one half (1 ½) times the regular hourly rate for all hours worked. | |
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| 22.04 |  | In the event a recognized holiday falls on a Saturday or a Sunday, the Friday before or the Monday afterward will be observed, at the Company’s discretion. | |
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| 22.05 |  | When a paid holiday falls within an employee vacation period, the employee shall receive an additional day of vacation, if the employee would have normally been scheduled to work during that specific period. | |
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| ARTICLE 23 - VACATIONS | | | |
|  |  |  | |
| 23.01 |  | For the purpose of calculating vacation entitlement, years of service are calculated based on the number of full years of service as of December 01st of each year. It is understood that vacation taken in one year has already been earned in the prior year.  Vacation with pay shall be granted in accordance with the following schedule: | |
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|  |  | One year of service – 4% vacation pay or, if applicable two weeks’ vacation. | |
|  |  |  | |
|  |  | Five years of service – 6% vacation pay or, if applicable three weeks’ vacation. | |
|  |  |  | |
|  |  | Twelve years of service – 8% vacation pay or, if applicable four weeks’ vacation. | |
|  |  |  | |
|  |  | Eighteen years of service – 10% vacation pay or, if applicable five weeks’ vacation.  Twenty-eight years of service – 12% vacation pay or, if applicable six weeks’ vacation. | |
|  |  |  | |
| 23.02 |  | Where an employee does not work during at least eight (8) out of twelve (12) months in any calendar year they shall receive vacation pay at the appropriate rate in lieu of time off from work. Employees with five continuous years of service and a minimum of five hundred (500) hours of work in the calendar year will have the option of taking paid vacation. | |
|  |  |  | |
| 23.03 |  | Vacation pay will be provided to employees, either at the time they take their vacation or on the first pay-day after December 01st of each year or on the first pay-day after June 01st of the following year, at the employee’s choice. Employees may take a combination of some vacation time and some vacation pay at the appropriate percentage. The decision must be made in December of each year. | |
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| 23.04 |  | An employee who leaves the service of the company will be paid any accumulated vacation pay. | |
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| 23.05 |  | The company will attempt to schedule vacations according to choice of employees under general rules of seniority, however, the company shall have the final right to determine vacation periods. | |
| 23.06 |  | Employees, who could not take their vacation during the calendar year, will be permitted to carry their vacation into January of the following year at the discretion of the management. | |
| ARTICLE 24 - WAGES | | | |
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| 24.01 |  | The wages in Schedule “A” attached shall be effective for the term of this Agreement. | |
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| 24.02 |  | All employees required to perform work at a higher rated classification will receive the higher rate for all hours worked in that classification. All employees required to perform work at a lower rated classification will receive the lower rate for all hours worked, after twenty (20) work days in the position within a six month period, in that classification. | |
|  | | | |
| 24.03 |  | When new job classifications not covered by this collective agreement are introduced by the Company, the Company shall be required to meet with the Union and to obtain input before finalizing the classification. | |
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| **ARTICLE 25 – LIMITATION OF PRODUCTION WORK BY SUPERVISOR** | | | |
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| 25.01 |  | Employees excluded from the bargaining unit under this Agreement shall not perform work of employees covered by this Agreement except in the following situations : | |
|  |  |  |  |
|  |  | a) | in cases of emergency; or |
|  |  |  |  |
|  |  | b) | when instructing employees; or |
|  |  |  |  |
|  |  | c) | performing necessary repair and maintenance work so long as no employee in a maintenance classification, will suffer loss of any working time or regular earnings (boiler repair, electrical). |
|  | | | |
| **ARTICLE 26 – TRAINING** | | | |
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| 26.01 |  | The Company and the Union recognize the need to train employees in work responsibilities, when they have received a new job posting. | |
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| 26.02 |  | A summary of the job description will be included in the job postings. The Posting will also include the rate of pay as per Schedule A. | |
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| **ARTICLE 27 – RRSP DEDUCTIONS & OTHER BENEFITS** | | | |
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| 27.01 |  | The Company agrees to make available personal RRSP payroll deductions from employees pay for the purposes of RRSP entitlements. The request must be in writing, signed and submitted to the payroll department. Employees may only decide once per year to be included for RRSP deductions and the contribution to the self-directed RRSP will be made in February of the following year. | |
| 27.02 |  | The company will provide each employee that has completed the probationary period with $40,000 in Term Life Insurance. The cost of the premium will be paid by the company. The taxable benefit of the premium will be recorded on the employees T4. Term Life Insurance ends at age 70 or when an employee loses seniority at GreatValley Juices, whichever occurs first. | |
|  | | | |
| **Article 28 - Duration** | | | |
|  |  |  | |
| 28.01 |  | The Agreement shall be in full force and effect until January 31, 2022 and from year to year thereafter unless either party gives notice in writing of amendment not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration. | |
|  |  |  | |

SIGNED THIS\_13th  day of February , 2019

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| FOR THE COMPANY: |  | FOR THE UNION: |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Jay Johnson |  | Nick Salsman |
|  |  |  |
| Jacques Tardiff |  | Kenneth Connors |
|  |  |  |
|  |  | Kenny Thompson |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Schedule "A" Wage Schedule - A general increase of $.40 (forty cents) in each year of the 3 year collective agreement. Effective February 01, 2019, February 01, 2020, February 01, 2021. | | | | | | | | | | | | | |
|  | | |  | |  | |  | |  | | |  | |
|  | | | February 1, | | February 1, | | February 1, | | February 1, | | |  | |
|  | | | 2018 | | 2019 | | 2020 | | 2021 | | |  | |
| Group 1 | | |  |  |  |  |  |  |  |  | |  |  | |
| Chief Stationary Engineer | | | 21.78 |  | 22.18 |  | 22.58 |  | 22.98 |  | |  |  | |
| Group 2 | | |  |  |  |  |  |  |  |  | |  |  | |
| Stationary Engineer | | | 20.04 |  | 20.44 |  | 20.84 |  | 21.24 |  | |  |  | |
|  | | |  |  |  |  |  |  |  |  | |  |  | |
| Group 3 | | |  |  |  |  |  |  |  |  | |  |  | |
| Mechanic (Note 1) | | | 19.91 |  | 20.31 |  | 20.71 |  | 21.11 |  | |  |  | |
|  | | |  |  |  |  |  |  |  |  | |  |  | |
| Group 4 | | |  |  |  |  |  |  |  |  | |  |  | |
| Shipper/Receiver/ | | |  |  |  |  |  |  |  |  | |  |  | |
| Inventory Control | | | 19.35 |  | 19.75 |  | 20.15 |  | 20.55 |  | |  |  | |
|  | | |  |  |  |  |  |  |  |  | |  |  | |
| Group 5 | | |  |  |  |  |  |  |  |  | |  |  | |
| Machine Operators Batcher  Forklift driver  Cleaner | | | 15.65 |  | 16.05 |  | 16.45 |  | 16.85 |  | |  |  | |
| Spare machine operator | | |  |  |  |  |  |  |  |  | |  |  | |
| Group 6 | | |  |  |  |  |  |  |  |  | |  |  | |
| Quality Control Filter Operator | | | 16.55 |  | 16.95 |  | 17.35 |  | 17.75 |  | |  |  | |
|  | | |  |  |  |  |  |  |  |  | |  |  | |
| Group 7 | | |  |  |  |  |  |  |  |  | |  |  | |
| General Worker | | | 13.98 |  | 14.38 |  | 14.78 |  | 15.18 |  | |  |  | |
|  | | |  |  |  |  |  |  |  |  | |  |  | |
| Note 1: | Mechanic doing the work of a qualified electrician is to be paid a $2.00 per hour premium for hours done in that role. | | | | | | | | | |  | | |
| Note 2: | | | At the discretion of management, a lead hand may be appointed during periods of production. This position will receive a premium of $1.50 per hour for those hours worked in the role. | | | | | | | | |
| Note 3: | | | Employees that are working under the probationary period will receive a rate of 85% of the current group rate for their classification. | | | | | | | | |