



COLLECTIVE AGREEMENT

BETWEEN

BROWNING HARVEY LIMITED

(hereinafter referred to as the "Company")

AND

LOCAL UNION NO. 7003, St. John's;

and

**LOCAL UNION NO. 3001, Grand Falls-Windsor & Corner
Brook**

**Newfoundland and Labrador Association of Public and Private
Employees (NAPE)**

(hereinafter referred to as the "Union")

A member of



Effective:

May 28, 2021 - May 27, 2026

THIS AGREEMENT made this 9 day of August, Anno Domini, Two Thousand and Twenty-One;

BETWEEN:

BROWNING HARVEY LIMITED

(herein referred to as the "Company") of the one part;

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union"); representing Local 7003, St. John's and Local 3001, Grand Falls/Windsor & Corner Brook; of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

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FORWARD

For the purpose of this Agreement, the masculine pronoun shall be deemed to include the feminine.

PURPOSE

In recognition of their mutual interests, this Agreement is entered into for the purpose of setting forth the hours, wage rates, terms and conditions of employment for the employees covered by this Agreement, to establish and provide an amicable method for the settling of any difference or dispute which may possibly arise, and for the general purpose of promoting and improving labour relations between the Company and its employees.

**ARTICLE 1
RECOGNITION AND SCOPE OF THE
BARGAINING UNIT**

- 1:01 The Company recognizes the Union as the sole representative to bargain with the Company for all employees in the bargaining unit, as defined by the Certification Order of the Labour Relations Board, including any subsequent amendment and as further defined herein.
- 1:02 The term, "employee", wherever used in this Agreement, shall mean all employees of the Company in the Province of Newfoundland and Labrador, save and except: Office Staff, Supervisors, Foremen and persons above the ranks of Supervisor and Foreman.
- 1:03 When hiring new employees, the Company agrees to give preference to members of the Union who are available or who are seeking such employment who previously worked for the Company, provided their previous employment was satisfactory.
- 1:04 In the event the Company engages employees who are not members of the Union, they will notify the Union when such an employee is hired for work in the bargaining unit and when the employee has worked thirty (30) days.
- 1:05 The Company and the Union agree that there will be no discrimination against any employee because of race, colour, creed, nationality, place of origin, relation to other employees (whether by birth, marriage or adoption), sex, sexual orientation, marital status, age, membership in the Union, or participation in the activities of the Union.
- 1:06 (a) The Company agrees that it will not, during the life of this Agreement, contract out work that is presently being performed by employees in the bargaining unit.
- (b) (i) The Company further agrees that Maintenance employees and employees in the Service Department, will not be laid off during the life of this Agreement as a result of contracting out.
- (ii) The Company agrees that there shall not be any more than one (1) working Supervisor in the Maintenance Department of any Plant.
- (c) It is agreed that if the Company decides to sell, lease or transfer, in whole or in part, any of its present operations to any other location, then the operations being transferred which involves bargaining unit work will remain in the bargaining unit and be covered by the

Collective Agreement.

In the event that new positions are created as a result of such sale, lease or transfer, the Company agrees to meet with the Union and if agreement is not reached, it shall be referred to the Labour Relations Board who shall decide if such positions are to be included or excluded from the bargaining unit.

- 1:07 (a) (i) All Foremen, Assistant Foremen and Supervisors, and other Plant Personnel outside of the bargaining unit shall act as such during the entire twenty-four (24) hour period of any day and no Foremen, Assistant Foremen or Supervisor and other Plant Personnel outside of the bargaining unit shall perform the work of any employee in the bargaining unit during such twenty-four (24) hour period.
- (ii) It is agreed that the Maintenance Supervisors will be allowed to continue the present practice of using tools. It is further agreed that the Maintenance Supervisors shall not perform overtime work while a Maintenance Mechanic is available to perform such overtime.
- (iii) The Company further agrees that during the life of this Agreement the Maintenance Supervisors shall not perform work of the bargaining unit while Maintenance personnel whose seniority date is prior to **January 1, 2021**, is on layoff status.
- (b) The Company will advise all employees of the names of Supervisors and Foremen to be recognized in each Department by posting such information on the bulletin boards. A copy of each such notice and any revision shall be delivered to the Union. Employees shall be responsible only to the Supervisor in the Department in which they are working, unless that particular employee is in another Department at the time **or in the event the Supervisor in the Department is not in the facility, the employee will be responsible to the assigned Supervisor as it relates to safety and food safety issues.**
- (c) Authorized distributors who have valid contracts with Browning Harvey Limited, for the distribution of their products, and their Helpers may continue the practice of making up part or mixed pallets of the Company's products. The Company agrees that such work shall not be extended during the life of this Agreement nor result in the layoff or reduction in earnings of any regular employee.
- 1:08 (a) Every employee in the bargaining unit shall be a member in good

standing of the Union and as a condition of his continued employment, he shall continue to remain a member in good standing of the Union according to the Constitution of the Association.

(b) The Union agrees that it will not refuse membership to any employee without just cause. Whenever an employee is suspended or expelled from membership, the Union will give the Company, in writing, the reasons for such action.

1:09

(a) Every employee shall, as a condition of his continued employment, authorize the Company, in writing, to deduct from each pay payable to him thereafter during the life of this Agreement and during the life of any subsequent Collective Agreement containing similar provisions, such amount as may from time to time be certified in writing by the Union to the Company as being the amount of Union dues currently payable. The Company shall have no financial responsibility for fees or dues of an employee unless there are sufficient unpaid wages of that employee in the Company's hands.

(b) Every new employee shall, at his time of hiring if he is not at such time a member in good standing of the Union, complete and sign an application for membership in the Union and an authorization for deduction from his pay of such amount as may at that time be certified by the Union to the Company, in writing, as being the amount of the Union's standard initiation fee. The application for membership and the authorization for deduction of initiation fee shall have no application until such an employee has completed thirty (30) days of work.

(c) The Company agrees to deduct the Union dues as prescribed by NAPE, Local 3001 in Grand Falls-Windsor/Corner Brook and NAPE Local 7003 in St. John's.

(d) Initiation fees and Union dues deducted by the Company shall be remitted to the Secretary/Treasurer of the Newfoundland and Labrador Association of Public and Private Employees (NAPE) prior to the tenth day of the month following the month in which such deductions were made together with such detail and explanations as may be reasonably required.

(e) The Company will indicate the amount of Union dues deducted from each employee's pay, for each calendar year, on statements of income required for taxation purposes by any Government Agency, Federal or Provincial.

1:10

The Company will, upon the written notification of the Union, recognize one (1) Chief Steward; in his absence a member of the Local Executive Board shall be

appointed to act on his behalf. The Company will, upon the written notification of the Union, recognize the Stewards and alternate Stewards, who shall act in the absence of the regular Steward, in the following seniority groups and Departments.

Seniority Group	Department
St. John's	Shipping Production (on each shift) Syrup, Premix-Postmix (on each shift) Sanitation. Service Maintenance
Grand Falls-Windsor	Three (3) Stewards
Corner Brook	Service and Shipping All other Departments

In each seniority group, the Departmental Steward who initiated the complaint or grievance and the Chief Steward shall be members of the Grievance Committee, along with the highest ranking Officer of the Local in the bargaining unit (or his designated representative).

1:11

No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

**ARTICLE 2
MANAGEMENT FUNCTIONS**

2:01

- (a) The Company possesses the exclusive right to operate and manage its business, subject to the restrictions imposed by this Agreement or the Law.
- (b) The Company has the right to make rules that are reasonable provided that they are not inconsistent with this Agreement.

2:02

It is recognized and mutually agreed that the Company may, from time to time, have occasion to interview employees with respect to their job performance and that the objective of such interviews is of a corrective nature. An employee may, if he so wishes, have his Steward present and shall be advised by the Company of this right prior to the interview commencing. Such interviews shall take place in the office of the employee's Supervisor or a person above the rank of Supervisor.

2:03 The Company and the Union mutually agree to meet from time to time, at the request of either party, to discuss matters of mutual concern or interest.

2:04 **Labour Management Relations**

(a) A Labour Management Committee shall be established consisting of not more than two (2) representatives of the Union and an equal number of representatives of the Employer. Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.

(b) The Committee shall concern itself with problems and matters of mutual interest which affects the relationship which are not properly the subject matter of a grievance or negotiations.

(c) The Committee shall meet at least once each month at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting in a **mutually agreement timeframe**.

(d) Chairperson of the Meeting

The meeting of the Committee shall be chaired alternately by Local representatives of the Union and the Employer.

(e) Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussion. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 3
NO STRIKES OR LOCKOUTS, PICKET LINE

3:01 There shall be no strike, lockout, slowdown or other interruptions of operations as long as this Agreement continues to operate.

3:02 If any employee in the bargaining unit encounters a bona fide picket line in the course of his normal duties, there shall be an immediate conference between the parties hereto before any decision is made by either party as to whether the picket line should or should not be respected.

ARTICLE 4
UNION ACTIVITIES

- 4:01 (a) There shall be no Union activities during working hours which interfere with the duties of any employee, unless permission is first obtained from the employee's immediate Supervisor. Such permission will not be unreasonably withheld and all such time off during an employee's regular working hours shall be without loss of pay. Such activities shall be limited to those required for the administration and application of the terms of this Agreement.
- (b) Union representatives and Committee members shall be entitled to leave their work during working hours, provided permission is first obtained from their immediate Supervisor, to enable them to carry out their functions under this Agreement, including the investigation and processing of grievances. Such permission shall not be unreasonably withheld at any time. If such functions are to be performed on behalf of employees in a seniority group in another location, permission shall first be obtained from the Manager of Human Resources and be requested by the Local Union President. All such time spent in performing such functions during working hours shall be without loss of pay.
- 4:02 The Company will make available, for the exclusive use of the Union, in each seniority group a Union bulletin board. The location of such bulletin boards shall be in an appropriate location with the location, size and construction to be mutually agreed upon. The Union may post upon such bulletin boards information it wishes to bring to the attention of its members, provided, however, that no such notices shall be posted at places other than these bulletin boards and that they have been signed by an Officer of the Union.
- 4:03 The Union will supply sufficient copies of the Collective Agreement for all employees and additional copies for the Company. The cost of which shall be paid on a fifty/fifty (50/50) basis, to a maximum of one hundred and twenty-five (125) copies with one hundred copies going to the union.
- 4:04 (a) The Union shall notify the Company, in writing, of the names of its representatives as follows: Officers, Negotiating Committee members, Grievance Committee members, Stewards, Safety Committee members, Early and Safe Return to Work Committee members and Labour Management Committee members.
- (b) The Company shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit on a current basis:

- (i) a list of employees, showing their names, addresses, telephone numbers, and classifications, ranked according to seniority;
 - (ii) job posting, job awards, promotions, demotions and transfers;
 - (iii) hirings, discharges, suspensions, written warnings, resignations, retirements and deaths;
 - (iv) job classifications, job descriptions, job performance appraisals, job evaluation data;
 - (v) information relating to wages and fringe benefits including Pension and Insurance Plans.
 - (vi) With written permission from the affected employee, the Company shall forward a copy of the Workplace, Health Safety and Compensation Commission Forms 6 and 7 to the Union.
- (c) The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to introduce a new employee to his Union representative so that he can be advised of the terms and conditions set out in this Agreement.
 - (d) Union representatives are entitled to distribute Union literature during non-working hours. Any such activity during working hours shall require the prior permission of the employee's immediate Supervisor.
- 4:05
- (a) From time to time during the current Collective Agreement, upon the written request of the Union, the Company shall grant leaves of absence to employees named in such requests, without pay, to enable them to participate in Union activities. The Union will give the Company seventy-two (72) hours prior notice for such leaves of absence.
 - (b) With respect to employees granted leave of absence under the provisions of Clause 4:05 (a) above, it is agreed that upon the written request of the Union, the Company will continue to pay such employees their regular wages less deductions.

In the event an employee(s) is on time off without pay for Union business in excess of a pay period, his/her regular wages, less deductions shall be paid by the Company subject to being fully reimbursed by the Union for all such wages, plus a **twenty five percent (25%)** administration fee.

4:06 The Company agrees to grant leave of absence for a period of up to two (2) years with an option for the employee involved to receive an additional two (2) years without pay and at no cost to the Company to any employee who has been elected or appointed as an official of the Provincial Union or the National Union. Such leave of absence will be requested, in writing, stating the length of such leave.

The Company will endeavour to arrange for the continuance of the employee's Company and Government benefits while an employee is on such leave.

4:07 (a) The Company may grant leaves of absence, without pay, for personal reasons to any employee who makes a written request for such leave, for a period of not more than one (1) year. Upon the expiration of any such leave of absence and the employee's return to work, there shall be deemed to have been no break in such an employee's length of continuous service with the Company.

(b) Such personal leave may be cancelled and the employee recalled to active employment with the Company, if the terms of granting such leave are violated by the employee.

4:08 Every Steward and Officer of the Union who is an employee, shall be allowed such time off as may be necessary to enable him to attend those appointments with management personnel at which his presence is required under any provision of this Agreement and every employee who is a necessary witness at a grievance meeting established under this Agreement, shall be allowed such time off as may be necessary to enable him to give evidence at such a meeting. The allowing of any such time off shall, however, be subject to the employee having obtained permission from his immediate Supervisor to leave his work. Such permission shall not be unreasonably withheld and all such time off during an employee's regular working hours shall be without loss of pay.

4:09 At the request of the Union, the Company will grant time off, without loss of pay, during the employee's regular working hours, to an employee holding the office of Local Union President and Vice-President from each seniority group, to allow them to be members of the Union Negotiating Committee and to enable such employee(s) to attend meetings with Company representatives, a Conciliation Officer, Conciliation Board, or Mediator, for the purpose of negotiating this Agreement, a renewal, or any amendments during the life of this or any subsequent Agreement. Such paid time off shall be limited to a total of three hundred and twenty (320) hours.

4:10 (a) **Paid Educational Leave**

Upon the request of the Union Local Presidents, the Company agrees

to grant an educational leave of absence, without loss of regular pay up to a total maximum of forty (40) working days in any calendar year, to the Union Executive Officers and elected Stewards. Such educational leave will be arranged between the Company and the Union to minimize disruption of the Company's operations. Any unused educational leave may not be accumulated from year to year.

- (b) Any employee who is required to attend an off-site training seminar for a full day as approved by the company shall receive a **twenty dollar (\$20.00)** payment.

ARTICLE 5 GRIEVANCES

There shall be an earnest effort on the part of the employees and both parties to this Agreement to deal promptly with complaints and grievances through the procedure provided below.

5:01 Individual Grievances

An employee who has a complaint or a grievance will ordinarily discuss the matter with his immediate Supervisor and if the matter is not resolved in that discussion, he may refer the question to his Steward for consideration. However, should the nature of the complaint or grievance be such that the employee prefers to refer it to his Steward first, then he may do so.

Step 1:

If a complaint or a grievance is referred by an employee to his Steward and if the Steward considers that there is a reasonable basis for the complaint or grievance, the Steward may refer the matter, in writing, to the employee's immediate Supervisor who shall hear the matter within two (2) working days following the day on which it is presented in writing.

Step 2:

If the grievance remains unsettled for three (3) working days after its submission at Step 1, it may, within five (5) working days after the hearing at Step 1 or when it should have been heard, be referred by the employee's Steward, in writing, to the Human Resources Manager who shall, within five (5) working days, meet with the employee, the Grievance Committee and/or a full time representative of the Union to discuss the matter. The Company's decision will be given in writing within five (5) working days of such a meeting.

5:02 Collective Grievance

Should a group of two (2) or more employees who have a grievance based upon the same provision or provisions of this Agreement, or upon similar facts desire to have such matter dealt with collectively rather than as individual grievances, they may, provided it is done with reasonable promptness, refer the matter to their Steward or Chief Steward if employees from more than one (1) Department are involved, and if the Steward or the Chief Steward considers that there is a reasonable basis for the grievance, the Steward or Chief Steward may present such matter, in writing, to the Plant Manager. An opportunity for oral discussion between the Grievance Committee, a full time representative of the Union (and/or such other person as he may designate) and the Human Resources Manager (and/or such other person(s) as he may designate) will be arranged and failing agreement, the Company shall deliver to the Union a reply in writing, with sufficient explanation, within five (5) working days after receipt of the written submission.

5:03

Policy Grievance

Should any grievance, or dispute arise directly between the Company and the Union, concerning the general policy of either the Company or the Union, or which affects the orderly administration of this Agreement, either party may invoke the Grievance and Arbitration Procedure, commencing with a conference at Step 2. Failing agreement, the grieving party may, within five (5) working days after the conference at Step 2, submit the matter, in writing, to the other party, setting out sufficient detail to define the issue. The party to whom such matter was submitted shall deliver to the other party a reply, in writing, with sufficient explanations, to such submission within five (5) working days after receipt of such submission.

5:04

Suspension or Discharge

- (a) Should it become necessary to officially warn an employee that failure to improve his record (**e.g. requirement for coaching and/or disciplinary meeting**), with the Company may result in disciplinary action being taken, such an employee shall, in all such cases, have his Steward present at such meeting and giving of the warning shall be confirmed to the employee by the Company in writing. A copy of such letter will be given to the employee's Steward on the same date it is given to the employee.
- (b) When an employee is to be suspended or discharged, he shall have his Steward present for such meeting and the reasons for his suspension or discharge will be given. In any event, an employee who is suspended or discharged will be given the opportunity to discuss the matter with his Steward. Such suspension or discharge shall be confirmed to the employee by the Company, in writing, and a copy of such letter will be given to the employee's Steward on the date it is

- given or mailed to the employee.
- (c) Any grievance relating to the suspension or discharge of any employee may be submitted by a Steward commencing at Step 2 of the individual Grievance Procedure, in writing, within ten (10) working days of the suspension or discharge. In the event that it should be decided that the suspension or discharge of any employee is without just cause, the Company shall re-instate such employee and pay full compensation at the employee's regular hourly rate for time lost (to a maximum of forty (40) hours per week) after written complaint against such suspension or discharge has been received by the Company. Upon such re-instatement, there shall be deemed to have been no break in such employee's service with the Company, nor loss of seniority.
 - (d) The Company agrees that in the event an employee is disciplined for just cause, the records of such disciplinary action shall be removed from such an employee's **Human Resources File**, and destroyed, after a period of twelve (12) months from the date the employee was officially advised in writing of such discipline, provided the employee has not been subject to further discipline within such period. It is further understood and agreed that records relating to discipline reversed or withdrawn under the Grievance or Arbitration Procedure shall not be kept or recorded in an employee's **Human Resources File**. The Company also agrees that any employee shall have the right to review their personnel files upon request in the presence of a representative of the Company, with a Steward present if requested by the employee. Upon request, the Company will also provide an employee with a copy of any document or other material in an employee's personnel files.
 - (e) The Company agrees it will not discipline, suspend or discharge any employee without just cause. The Company further agrees that the Union and employee(s) shall have the right to grieve should the Company exercise any of its functions in violation of or inconsistent with any provisions of this Agreement.

5:05 Saturdays, Sundays, observed holidays and scheduled days off shall not count as "working days" as referred to in this Article 5.

5:06 **Arbitration**

- (a) Should any grievance or dispute arise which is not satisfactorily determined under the foregoing provisions, and should either the Company or the Union desire to carry the matter further, the matter may be then, by notice in writing, given to the other party within ten (10) working days from the date when a decision was given or should have been given as provided for above; be referred by the Company

- or the Union to arbitration as provided for below.
- (b) Any matter referred to arbitration under this Agreement shall be submitted to a single Arbitrator who shall be chosen having regard to his impartiality, his qualifications in the interpretations of agreements and his familiarity with industrial matters.
 - (c) The party giving notice of desire to refer a matter to arbitration shall include, in the written notice given to the other party, the names of at least three (3) persons for the considerations of the other party as an Arbitrator. An earnest effort will be made by both the Company and the Union to reach mutual agreement on the person to be requested to serve as Arbitrator.
 - (d) In the event that the parties fail to reach agreement on such an Arbitrator within five (5) working days of the date of giving such notice of desire to submit a matter to arbitration, the Minister of Employment and Labour Relations for the Province of Newfoundland and Labrador may, on the request of either party, appoint an Arbitrator.
 - (e) The Arbitrator shall hear and determine the differences or allegations and shall make a decision within fifteen (15) days, or within such other period as the parties may agree upon or the Arbitrator may reasonably require, following the hearing. The decision of the Arbitrator shall be final and binding upon the parties and upon any person on whose behalf this Agreement was made.
 - (f) The Arbitrator shall determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations.
 - (g) The Arbitrator shall not have any authority or jurisdiction to alter or change any of the provisions of this Agreement.
 - (h) Where an Arbitrator determines that an employee has been discharged or otherwise disciplined by the Company for just cause, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable in all the circumstances.
 - (i) The parties and the Arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance, providing prior approval has been obtained.
 - (j) The Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.

(k) Each of the parties to this Agreement shall pay one-half (1/2) of the remuneration and expenses of the Arbitrator.

5:07 Any of the time limits referred to in this Article 5 may be extended by mutual agreement, in writing, between the parties to this Agreement.

5:08 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

5:09 No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a step in the Grievance Procedure.

5:10 When a grievance is processed through the mail **and email**, time **limits** while the mail is moving from one destination to another shall not be considered in the Grievance Procedure time limits.

ARTICLE 6 OCCUPATIONAL HEALTH AND SAFETY

6:01 The Company agrees to make all necessary and reasonable provisions for the health and safety of all employees during working hours. The Company will furnish adequate facilities, equipment and devices for that purpose. The Company and the Union mutually agree that employees should be encouraged to co-operate in the maintenance of healthy and safe working conditions, in the proper use of protective clothing and equipment, and in the observance of all safety rules and regulations.

6:02 No employee will be disciplined for refusing to work on an operation, or to operate equipment or a vehicle that is not in a safe operating condition or properly equipped with such safety devices as may be required, in accordance with any legislation, rules, regulations or established practices, or which, in the opinion of the Joint Health and Safety Committee, is considered unsafe.

6:03 An employee suffering an injury, no matter how slight, or becoming ill on the job, shall report to his Supervisor and shall immediately secure proper treatment.

6:04 For each seniority group, a joint Health and Safety Committee will be established with equal representation from the Company and the Union.

The members of the Committee shall be appointed for a term of two (2) years. Each party may appoint alternates.

6:05 The duties of the Committee will consist of making recommendations for the improvement of health and safety, investigation of all accidents, and working towards the elimination of all health and safety hazards in compliance with legislation.

6:06 The Committee shall meet in accordance with the Occupational Health and Safety Act or on the request of either the Company or the Union representatives of the Committee, to discuss matters related to health and safety within the Company's operations, to review accident reports and plan health and safety programs. They shall also make regular inspections of work sites and equipment to check all health and safety conditions. A copy of the reports and recommendations of the Committee shall be forwarded, in writing, to the Company and the Union.

6:07 When an employee has reason to believe that a work site, equipment, or a vehicle is not in a safe operating condition, or presents a danger to the health or safety of himself or other persons, he shall promptly report the matter to his Supervisor for immediate attention. In the event that the employee is not satisfied with the action taken by the Supervisor, or the Supervisor fails to take any action, the employee may submit the matter to a member of the Committee who shall immediately investigate the matter and submit a written report, with recommendations, to the Chairperson and Secretary of the Committee, with copies to the Company and the Union.

6:08 The Company, the Union, all employees and the Joint Health and Safety Committees, shall in all matters relating to occupational health and safety be guided by and in compliance with the provisions of the Occupational Health and Safety Act, Regulations and Codes of Practice.

6:09 **Employee Assistance Plan**

The Newfoundland and Labrador Association of Public and Private Employees (NAPE) and the management of Browning Harvey Limited recognize that many health, social and behavioural problems can be successfully treated and that treatment is in the best interest of the workers, the Union and the Company. The primary objective of the Employee Assistance Plan currently **Lifeworks by Morneau Shepell** shall be to provide effective professional and confidential assistance and access to treatment for those employees in need. The intention of the **Employee and Family Assistance Program** is to help employees with problems like alcohol and drug abuse, financial problems, family problems, etc.

6:10 The Company and the Union agree to comply with all relevant legislation related to early and safe return to work. The parties agree to set-up its terms of reference in compliance with legislation. The primary focus and initiative of this Committee will be to assist in returning employees back to their pre-

injury employment. Injured employees will co-operate fully in the Early and Safe Return to Work Plan.

Employees who participate in an Early and Safe Return to Work Plan or is accommodated in other suitable or modified work on a permanent basis shall continue to remain at the pre-injury hourly wage or the wage of the new position, whichever is greater, in accordance with the provisions of this agreement.

- (a) The Employer agrees that the Committee representatives will not suffer any loss of wages or benefits when required to attend meetings of the ESRTW Committee in the assistance in the development of an ESRTW Plan during regular working hours.
- (b) Requests for time off for ESRTW meetings will be coordinated through the relevant supervisor.
- (c) A copy of all ESRTW plans shall be provided to the ESRTW Committee upon requests.

ARTICLE 7 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

7:01

The Company will supply to each regular employee, without cost to the employee, during each year of this Agreement, the items of standard work clothing, to the basic issue specified in the following schedule:

Group #1:

Service and Shipping Department Personnel, standard work clothing consisting of the following:

- 3 trousers
- 5 shirts
- 3 windbreakers (Service Department)
- 1 windbreaker (Shipping Department)
- 1 car coat
- 2 pairs coveralls (Service Department)

Group #2:

All inside employees (other than employees covered by Group #1) standard work clothing consisting of the following:

- 4 trousers
- 5 shirts

All employees on pro rata shall receive:

3 trousers
4 shirts

Coveralls or other work clothing shall be provided by the Company, at no cost to the employees, where deemed necessary.

Group #3:

Maintenance Mechanics

3 pairs coveralls
3 pairs trousers
3 shirts

Note 1: Employees in Groups #2 and #3 may substitute three (3) T-shirts in lieu of one (1) shirt to a maximum of nine (9) T-shirts and one (1) pair of shorts in lieu of one (1) pair of trousers in each year of the Agreement.

Note 2: Employees working outside of the Company's premises who require such garments, shall be provided with adequate rainwear garments as follows:

Permanent Syrup Room Attendant

One car coat and one pair of winter boots within the first year and middle year of the contract. In addition, one (1) pair of insulated coveralls within the first year and middle year of the contract.

Relief Syrup Room Attendant

One car coat and one pair of winter boots with the first year and middle year of the contract. In addition, one (1) pair of insulated coveralls within the first year and middle year of the contract.

Permanent Maintenance Mechanics

One car coat and one pair of winter boots with the first year and middle year of the contract. In addition, one (1) pair of insulated coveralls within the first year and middle year of the contract.

Note 3: One (1) car coat and one (1) windbreaker within the first year and middle year of the Collective Agreement to be issued to employees covered in Groups #2 and #3 if not covered in Note 2 above.

Note 4: Company will issue to each employee three (3) baseball hats each year, which shall be the only head wear to be worn.

Note 5: Employees in Group #3 may substitute one pair of coveralls for two pairs of trousers.

Note 6: Employees in Group #3 may substitute one pair of coveralls for one pair of overalls.

Note 7: Employees in Group #1 may substitute one car coat and one windbreaker for one pair of insulated coveralls.

7:02 It is understood and agreed that an employee will receive only garments of the type specified for his particular group (as described in Clause 7:01 above) and that the quantities listed for each group represent the maximum number of garments which will be issued free of charge to any one (1) employee during any one (1) year of the life of this Agreement. Every employee to whom work clothing is provided under this Article 7 is expected to wear, during his working hours, the standard work clothing specified for his particular group which may otherwise only be worn when travelling to and from work. Discarded and worn uniforms, divested of all badges and insignia, shall become the property of the employee to whom they were originally issued.

7:03 It is agreed that the Company will clean standard coveralls issued to employees listed in Groups #2 and #3 in Clause 7:01 above.

7:04 The Company will provide all necessary laundering, dry cleaning and maintenance of items of uniforms provided to employees under Clause 7:01 in Group #1 without cost to such employee.

7:05 (a) All protective clothing and devices required by employees for their safety and health shall be provided by the Company, at no cost to the employee. Such items of protective clothing and safety devices which are lost or damaged due to the proven negligence of an employee, shall be replaced with the cost for such item charged to the employee responsible for such loss or damage.

(b) (i) The Company agrees that on the signing of this Agreement and each anniversary date of this Agreement, to pay each employee **two hundred and twenty-five dollars (\$225.00)** for the purchase of safety footwear. All employees who are on pro rata shall receive one hundred and ten dollars (\$110.00) for the purchase of safety footwear.

It shall be the sole responsibility of each employee to report for work with adequate safety footwear in accordance with the Occupational Health and Safety Act.

(ii) Safety knee rubbers shall be supplied free of charge to

employees regularly working on labellers, fillers, syrup room and pre-mix operations, sanitation personnel and night cleaners.

These rubbers shall become the property of the employee to use at his normal duties and shall not be shared with other employees and shall not leave the Company premises.

- (c) The Company agrees to pay the difference between prescription lenses and hardex lenses for those employees who require prescription glasses. Prescription glasses, lenses and frames, worn by an employee while at work which are broken or damaged while at work due to a work related accident will be repaired or replaced by the Company at the expense of the Company, less any amounts received by such an employee under a claim for such benefits to Workers' Compensation or other employee benefit Plan.

7:06 Regular employees on the seniority list in each seniority group shall be issued their full annual allowance of uniforms and work clothing during the month of May in each year.

7:07 The types, styles and material for all uniforms, the work clothing, protective clothing, and devices shall be mutually agreed upon between the Company and Union pursuant to the Letter of Understanding regarding uniform selection.

ARTICLE 8

UNION LABEL - UNION MADE GOODS AND SERVICES

8:01 Only Union made uniforms, protective clothing, safety equipment shall be purchased by the Company, provided such products are readily available at a competitive price. The Union agrees to provide the Company with a list, at least once a year of such suppliers and products.

8:02 The Union agrees that the Company shall be entitled to use the Union label.

ARTICLE 9 SENIORITY

9:01 (a) Seniority of an employee shall mean the length of his unbroken service with the Company in the bargaining unit covered by this Agreement, except as provided for in Clause 9:01 (b) below.

(b) It is agreed that Clause 9:01 (a) above shall not be applied to alter any

seniority date which has been established prior to the effective date of this Agreement.

- 9:02
- (a) The term "working days" as referred to in this Agreement shall not include Saturdays, Sundays, observed holidays or scheduled days off for the purpose of determining the time limits for any application or notice under this Agreement.
 - (b) The term "working days" as referred to in this Agreement shall include days actually worked, time off for which an employee receives payment under any provision of this Agreement, or time off due to an approved absence other than layoff or a leave of absence, without pay, in the case of an employee other than a regular employee.

9:03

Definitions, Establishment of Seniority

(a) **Probationary Employee**

A probationary employee is one who has been hired with a view to his becoming a regular employee but who has not yet completed **ninety (90) working days or seven hundred and twenty (720) hours** of actual work, continuously or collectively, during any twelve (12) month period.

(b) **Regular Employee**

A regular employee is any employee on the regular seniority list in accordance with the Collective Agreement.

(c) (i) **Temporary Employee**

A temporary employee is an employee who has not accumulated 375 days (3000 hours) worked. A temporary employee shall move along the step scale defined in Appendix B.

- (ii) A separate seniority list shall be established and maintained by the Company for **seasonal**, temporary and **summer hire** employees. **The** lists shall be forwarded to the Union upon request.
- (iii) Temporary employees shall be rehired to perform available work as temporary employees in order of the greater number of days or hours actually worked, provided they have the required qualifications for the job.

(iv) The Company will train temporary employees in order of seniority which shall give them the opportunity to learn the operation of the machinery.

9:04 (a) A separate seniority list shall be established by the Company for all employees in each Plant (geographic area) showing the name and seniority date of each employee who has acquired seniority under this Agreement. If two (2) or more employees are hired on the same day, the actual times of hiring will determine their seniority ranking.

(b) Any changes made on the seniority list will result in a new list being posted immediately. A separate seniority list shall be posted for the Maintenance Mechanics.

9:05 An employee's service with the Company shall be broken if that employee:

(a) resigns voluntarily, in writing;

(b) is discharged for just cause and not re-instated;

(c) (i) a temporary employee is laid off for a period in excess of twelve (12) consecutive months or more;

(ii) a regular employee is laid off for a period in excess of eighteen (18) consecutive months or more or for a period in excess of thirty-six (36) consecutive months or more in the case of regular employees with ten (10) or more years of service;

(d) fails to return to work on the expiration of any period of leave granted by the Company, without just cause, or unless excused by the Company.

9:06 (a) (i) Subject to Clause 9:06 (a) (ii), in filling vacancies, including promotions, demotions, and transfers within a seniority group, seniority shall govern.

(ii) In layoffs and recalls, seniority shall be the governing factor provided the employee has the required qualifications to do the job.

(iii) The Company further agrees to transfer employees to other locations within the seniority group in order to avoid senior employees from being laid off.

(iv) In such cases of layoff, when an employee with greater seniority requests to be transferred to such a job to avoid

layoff and the senior employee has received training for the job under Article 10, or has the required qualifications for the job at the time of such layoff, without any further training, other than a reasonable period of familiarization, the senior employee shall have the right to bump or otherwise displace the less senior employee.

(b) If, within a **hundred (100) days actually working in the role** of receiving a promotion or transfer, an employee requests to be relieved of his new responsibilities or he is demoted or is transferred back due to his inability to satisfactorily perform such new duties, he shall be permitted to revert to his former position and wage rate without loss of seniority. Any employee who has been promoted or transferred because of the re-arrangement of positions shall also be returned to his former position and wage rate without loss of seniority.

(c) In the event that a job vacancy occurs or a new job is created or established, an opportunity for promotion, preferred job, or for a training position occurs or becomes available in a seniority group, notice of such vacancy shall be posted on the Union bulletin boards for a period of five (5) working days for the information of all employees in the bargaining unit. The notice shall set out the job department, location, wage rate and state whether the position is full time, temporary, relief or training position and if the work is available steady days or shift basis.

A preferred job shall include a job on which work is available, on a regular basis, on the day shift, provided the junior employee is capable of performing the shift work required.

(d) During the period referred to in (c) above, any employee in the bargaining unit may make written application for the job posted. All applications shall receive consideration in accordance with the provisions of this Clause 9:06. Employees in the bargaining unit having sufficient qualifications in accordance with this Clause 9:06, shall receive the job in preference to persons outside of the bargaining unit.

(e) (i) Employees on the seniority list, in the seniority group where the vacancy exists, shall be given primary consideration by the Company when considering applicants for a job under (c) above.

(ii) In the event that a job is not filled under (i) above, the Company will select the next senior applicant.

(f) In the event that a job remains vacant after considering applicants

from the seniority group where the vacancy exists, if any, the Company will then give consideration to any other applicants from within the bargaining unit in accordance with (e) above. In the event that there is a choice to be made between two (2) or more applicants, seniority shall govern, provided he has the required qualifications.

- (g) If an employee on the seniority list in the seniority group where the vacancy exists is absent on vacation or an approved absence at the time of posting of a job for which he may be qualified, the Company shall advise such an employee of the vacancy upon his return to work and if the employee has greater seniority than the employee who was selected for the job, if any, he may apply for the job within five (5) working days of being advised of the vacancy and shall receive the job in accordance with the provisions of this Clause 9:06. Any employee who has been promoted or transferred due to this re-arrangement of positions, shall be returned to their former positions and wage rate without loss of seniority.
- (h) The Company will, at the time of posting, deliver a copy of each job posting to the Union three (3) days prior to posting of any jobs or relief positions. A list of applicants for a job posting will be delivered by the Company to the Union on the working day immediately following the closing date of each job posting. The Company will also advise the Union of any applications received from employees referred to in (c) above. The Company will also advise the Union of the name of the successful applicant, in writing, prior to declaring and posting such information.
- (i) The Company will select the successful applicant, if any, within ten (10) working days of the close of the posting period and **will advise the employees in the bargaining unit of its decision.** The successful applicant shall be immediately assigned to the job for which he applied and paid at the appropriate rate.
- (j) A job posting shall not be required for a vacancy resulting from vacation, illness or injury, nor will a job posting be required for a temporary job or vacancy which is not expected to last for more than **thirty (30)** working days. In the event such a temporary job or vacancy continues to exist after a period of **thirty (30)** working days, it shall be posted. Employees in the seniority group where the temporary job or vacancy exists may request to be assigned to perform work on such temporary job or vacancy and shall receive preference in assignment of such work in accordance with this Clause 9:06.
- (k) An employee transferred to perform work available on a temporary

job or vacancy, whether transferred through a job posting, or at his own request or otherwise shall revert to his regular job and classification upon completion of such temporary work assignment (or within twenty (20) working days upon his request).

- (l) (i) An employee who receives a transfer from one (1) seniority group to another through a job posting shall retain the right to recall in his original seniority group, if on layoff at the time of such transfer, or the right to transfer back to his original seniority group and to his former job, if held by an employee with less seniority, or to some other suitable job held by an employee with less seniority, for a period of up to six (6) months following the date of such transfer. If such an employee remains in the new seniority group after a period of six (6) months, he shall be required to exercise the option of retaining the right to recall in his original seniority group, if on layoff at the time of such transfer, or transferring to the new seniority group. In the event such an employee chooses to transfer to the new seniority group, he shall be immediately transferred on a permanent basis to the new seniority group with his full seniority. Until such an employee is permanently transferred to the new seniority group, he shall not be entitled to exercise any seniority rights in the seniority group to which he is transferring, except for the purposes of avoiding layoff, holidays, vacations, paid time off, uniforms and protective clothing, employee benefits, pension plan contributions and credits.
- (ii) An employee who chooses to transfer under these provisions or under Clause 18:02 to a new location shall immediately upon such transfer, on a "permanent basis" as referred to in (i) above be reimbursed by the Company for the actual, reasonable costs relating to such transfer and relocation, which shall mean the costs related to actually moving the employee, his spouse, dependents, household furnishings, appliances and personal effects of the employee, his spouse and dependents.
- (m) An employee who holds a permanent job classification, or who acquires such a job through the job posting procedure, shall not at the same time hold more than one (1) relief or training position. Employees who do not hold a permanent position may not hold more than three (3) relief, training, or temporary positions at any one (1) time. Employees holding relief or training positions through a job posting shall be assigned to perform work on such jobs in order of seniority. The Company will assign regular employees to work on skilled jobs prior to assigning temporary employees to such jobs,

provided he has the required qualifications.

9:07

- (a) In the event that it becomes necessary to reduce staff in a seniority group, seniority shall govern. The Company shall first lay off all temporary employees and then all probationary employees in order of time actually worked, with the employee with the least number of days actually worked laid off first. If further reduction of staff is required, it shall be made impartially and in strict reverse order of seniority, provided the senior employee is able and willing to perform the work available in accordance with the provisions of Clause 9:06 (a) of this Agreement, it being understood that, in this instance, seniority is reversed (i.e., the least senior employee in terms of length of service will be laid off first). Any employee transferred to another job under these seniority provisions in order to avoid layoff shall immediately be paid at the rate of the job to which he is transferred. When the working force is increased following a layoff, the employees will be recalled to the former jobs, or to jobs which they are able and willing to efficiently perform, in accordance with the provisions of Clause 9:06 (a), in order of seniority.
- (b) All employees shall revert back to their original position after recall occurs.

9:08

- (a) The Company shall maintain a list of temporary employees laid off from the bargaining unit within the prior twelve (12) months.

In the case of regular employees, the Company shall maintain a list of employees laid off from the bargaining unit within the prior eighteen (18) months, thirty-six (36) months in the case of employees with ten (10) or more years' service and such lists shall show the seniority of such employees, or the number of days and hours worked in the case of temporary and probationary employees. When workers are required for the bargaining unit, the layoff list for the bargaining unit will be examined and to the extent of the number of jobs available the employees will be recalled from transfer or layoff in accordance with the provisions of Clause 9:06 (a). Such lists will be revised monthly with copies of each such list posted on the Union bulletin board and delivered to the Chief Steward and Financial Secretary of the Union.

- (b) If, following such recalls, there is still a deficiency of workers in the bargaining unit then probationary employees on the layoff list, in order of the greater number of days or hours actually worked shall be offered such vacancies, provided he has the required qualifications.
- (c) In the event that following such recalls under (a) and (b) above, there still exists a deficiency of workers in the bargaining unit, then temporary employees on the layoff list, in order of the greater number

of days or hours actually worked, shall be offered such vacancies, provided he has the required qualifications for the job.

- (d) If at the time of recall an employee is not in the active employment of the Company, a notice shall be sent to him by registered mail, addressed to the last address which he shall have recorded with the Company. Such notice shall indicate the job for which the individual is considered qualified, the proposed time and place of rehiring (which shall not be less than seven (7) working days from the date of mailing of such notice by the Company) and shall state if the individual desires to be rehired for such job, **he shall so notify the Company, in writing**, within five (5) working days of receipt of such notice from the Company. A copy of each such notice shall be delivered to the Chief Steward and mailed to the Financial Secretary of the Union. The individuals to whom such notices are sent and who report ready for work at the time and place of rehiring as set out in such notices, or at such time as may be mutually agreed upon between the Company and such an employee, shall, if they are then so qualified to fill the jobs available, be rehired. An employee with one (1) or more years of service, who has been given notice of recall may refuse to exercise such right without prejudicing his right to recall in the future if the recall is for less than five (5) working days. The right to refuse recall for less than (5) working days shall not apply in the case of recall to replace an employee who is absent due to illness of less than five (5) working days. The Company shall not be required, however, to rehire at any time any individual who failed to notify the Company of his desire to be rehired, or who failed to report for rehiring in accordance with and the time stated in any such notice sent to him. The Company shall be entitled to fill any jobs available on a temporary basis, pending rehiring of those having preferential rights for rehiring. On such rehiring, there shall be deemed to have been no break in such employee's service if the employee had acquired seniority rights prior to his last layoff. The Company will not be required to send an employee a registered letter for a recall for employment for a period of less than five (5) days.

9:09

- (a) Bona-fide illness, or disability resulting from an accident, shall not normally be considered cause for discharge. If, after recovery, such an employee is unable to perform his former duties, and if there is, at that time, a regular job in his seniority group which is either vacant or held by an employee having less seniority, such an employee shall, provided he has the required qualifications to do the job, be transferred to such position in accordance with the provisions of Clause 9:06 (a).
- (b) Effective the date of signing this Agreement, any employee on the regular seniority list who is in receipt in benefits for Long Term

Disability and Workers Compensation and currently has coverage for supplementary health and dental benefits shall cost share these benefits. The cost of sharing for supplementary health benefits shall be eighty (80)/twenty (20) company-employee and for Dental benefits fifty (50)/fifty (50) company-employee.

Any existing employee on Long Term Disability will remain covered by Article 9.09 in the 2003-2006 Collective Agreement and convert to supplementary health benefits shall be eighty (80)/twenty (20) company-employee and for Dental benefits fifty (50)/fifty (50) company-employee at the expiry of the 48 months.

- (c) Any entrants into Long Term Disability or Workers Compensation shall be entitled any unused vacation entitlement for the year he went off, plus one (1) full year of vacation entitlement for the year he returns. This Article applies to family leave and special leave. The Company further agrees that no employee will lose his seniority while off on Long Term Disability or Workers Compensation.

ARTICLE 10 APPRENTICESHIP, MANPOWER TRAINING AND CERTIFICATION

10:01

The Company shall establish a system of on-the-job training and other training courses which shall be sufficient to allow the employees opportunities to upgrade their knowledge and skills. The Company shall post training positions so that the employees shall be given the opportunities to learn the necessary skills so that when a layoff takes place the employees who are trained with the most seniority are continued to be employed. Whenever the Company posts training positions and whenever the Company needs help to get work done, then the Company will ask the most senior employees to do this work for the purpose of receiving training in other positions. Time spent in such training courses, on-the-job or off-the-job or during working hours shall be considered for the purposes of wages and benefits to be time worked.

If, at any time, senior employees refuse to avail of the training, then they forfeit their right to maintain their employment in those positions where they are not qualified during the period of layoff. Whenever the employee receives the training for any positions, he shall be notified in writing that he has successfully completed the training for that position.

10:02

- (a) The Company shall assist employees who attend Company approved, off premises training programs at approved Institutions outside of their regular working hours, where such training relates to their employment. Assistance shall be in the form of the cost of tuition

fees, text books and materials, upon completion of the training program or course.

- (b) If such training is required by the Company and is outside the immediate area of the trainee's seniority group, the Company will reimburse the employee for legitimate expenses.

ARTICLE 11 PAID HOLIDAYS

11:01 The expression "holidays" wherever used shall mean any one of the following:

New Year's Day
St. Patrick's Day (March 17)
Good Friday
The Queen's Birthday (Victoria Day)
Discovery Day
Memorial Day (July 1st)
Carnival Day (Corner Brook)
Grand Falls Day (Grand Falls-Windsor)
Regatta Day (St. John's)
Labour Day
Thanksgiving Day
Armistice (Remembrance) Day (November 11th)
Christmas Eve Day
Christmas Day
Boxing Day
New Year's Eve Day

11:02 Should any of the holidays mentioned above fall on a Saturday or on a Sunday, the regular working day which is closest thereto will normally be designated as the holiday. If, however, any question should arise as to the day in the year to be designated as any one of the holidays mentioned above, the Company shall decide the question for the purpose of this Agreement.

11:03 Each employee shall receive holiday pay for each such holiday, provided that he is at work on the last regular scheduled work day before the holiday and the first regular scheduled work day after the holiday. An employee's holiday pay for each such holiday, shall be an amount equal to the regular hourly rate, multiplied by eight (8), in accordance with Clause 12:03 (b).

11:04 An employee who was absent on the last regular scheduled work day before and/or the first regular scheduled work day after the holiday will qualify for holiday pay, as set out in Clause 11:03 above if such absence:

- (a) is paid for under the provision of the Agreement as time off with pay; or
- (b) is an approved absence; or
- (c) is with just cause or has been approved by the Company, provided, however that such holiday pay shall not be payable if the employee is eligible for full or partial payment for the day on which the holiday is observed, under any other Clause of this Agreement, or from any Plan or fund to which the Company contributes (e.g., the Company's Group Insurance Plan, Government Pension Plan, Unemployment Insurance, Workers' Compensation, etc.).

11:05 It is agreed that, barring emergencies and maintenance of essential services, no employee shall be required to work beyond 12:00 noon on Christmas Eve or New Year's Eve.

11:06 Should any employee agree to work on any of the holidays mentioned above, if requested to do so by the Company, the Company shall, at the option of the employee, pay such an employee at the appropriate overtime rate for all work performed by him and required by the Company on such holiday, in addition to:

- (a) pay for the holiday; or
- (b) allowing the employee to retain the holiday with pay as a "floater" to be granted to the employee at his request, with pay in lieu of such holiday; or
- (c) allowing the employee to retain the holiday with pay and request an additional day off with pay in lieu of such holiday with any period of vacation other than under Clause 12:09 hereof, or pay the employee for such holiday in addition to his vacation pay.

ARTICLE 12 VACATIONS

12:01 Every employee who during the life of this Agreement completes a year of continuous service with the Company will qualify for a vacation with pay unless he has already been granted and has taken a vacation with pay in respect of that year of employment.

12:02 The length of vacation of which each employee will be entitled will be governed by the total length of his continuous service with the Company, and will be determined from the schedule in Clause 12:04 below.

- 12:03 (a) The amount of vacation pay to which each employee is entitled to in respect to his vacation entitlement under Clause 12:04 below shall be an amount equal to the regular hourly rate multiplied by forty (40) hours for each week of vacation.
- (b) When an employee elects to take his annual vacation, he shall be paid at the higher rate of pay for which he was receiving in the two (2) weeks prior to going on vacation or that higher rate which he received for sixty-six (66) days during the prior twelve (12) month period.

12:04 (a) **Schedule of Vacation with Pay Entitlement During the Life of this Agreement**

Length of Service	Length of Vacation
1 but less than 3 years	2 weeks
3 but less than 10 years	3 weeks
10 but less than 15 years	4 weeks
15 but less than 20 years	5 weeks
20 but less than 25 years	6 weeks
25 or more years	7 weeks

- (b) Employees with less than one (1) year of continuous service in any calendar year shall be granted a vacation with pay in accordance with the provisions of the Labour Standards Act.
- (c) If the employee during that year of service in respect of which the vacation is granted has been absent from work (in the aggregate) for more than sixty-six (66) working days (Monday through Sunday) due to layoff or any other approved absence (other than Employment Insurance Sickness Benefits, Maternity Leave, Workers' Compensation or Long Term Disability), then vacation pay entitlement shall be calculated on a pro-rated basis of the above (i.e., the number of hours worked divided by 2080 hours multiplied by forty (40) hours for each week of vacation).
- (d) For any employee placed on the regular seniority list after May 27, 2006, the following vacation allotment shall apply:

1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
Over 15 years or more	5 weeks

12:05 For the purpose of this Article 12, a week shall mean a period of seven (7) consecutive days, including Saturdays, Sundays and holidays falling within the period of vacation.

12:06

(a) When an employee has commenced his vacation, he shall not be subject to recall. In the case of an operational requirement, and there is mutual agreement between the company and the employee, for the employee to return to work, he shall receive two times (2x) the hourly rate for all hours worked that day in addition to pay for the vacation day. This article shall not apply to vacation cancellation prior to an employee commencing vacation.

(b) **Substitution for Vacation**

(i) An employee who qualifies for leave under Clause 13:04 or Employment Insurance Sickness Benefits while on vacation may change the status of his leave to family leave or to Employment Insurance Sickness Benefits effective the date of notification to the employee's immediate Supervisor or the Personnel Department. The employee shall submit on his return to work a certificate stating the total period during which he qualified for such leave or benefit.

(ii) In the case of an employee who is admitted to hospital while on vacation, he may change the status of his leave to family leave or to Employment Insurance Sickness Benefits with effect from the date he was admitted to hospital.

(iii) An employee who, while on vacation qualifies for bereavement, shall immediately advise his immediate Supervisor or the Personnel Department and be credited the appropriate number of days to his vacation leave.

(iv) The period of vacation substituted in (i), (ii), or (iii) above shall be re-instated to the employee's credit and shall be granted at a later date to be mutually agreed upon between the employee and his immediate Supervisor.

12:07

Should one (1) or more of the holidays referred to in Clause 11:01 fall within the period of an employee's vacation, he may, not later than fifteen (15) working days before such vacation is to commence, request an additional day off, with pay, in lieu of each such holiday. The Company will arrange for the day(s) off at a time suitable to the employee, which shall not interfere with the scheduled vacation of another employee or exceed the maximum number of employees referred to in Clause 12:09 (d) (ii) at any one (1) time. If an employee does not elect time off in lieu of vacation containing such holiday(s), his vacation pay shall be increased by an amount equal to the hourly rate, multiplied by eight (8), for each such holiday.

12:08

Every employee will be paid, immediately prior to going on vacation, by separate **payment** for each week of vacation with pay, the vacation pay to

which he is entitled. If an employee should be granted his vacation prior to his anniversary date, his pay for that vacation will be based on earnings from his last anniversary until a date which is four (4) weeks prior to the date on which his vacation is to commence. On completion of that year of service, he will receive a vacation pay adjustment based on earnings for the portion of the year which was not included in the original vacation pay calculation.

12:09

- (a) Employees who are entitled to two (2) or three (3) weeks of vacation may take up to two (2) weeks' vacation during the period between the third Monday in May and the third Friday in September.
- (b)
 - (i) Employees who are entitled to four (4) or more weeks of vacation may, by mutual agreement, take up to three (3) weeks' vacation during the period between the third Monday in May and the third Friday in September.
 - (ii) The Company agrees with the Union that the vacation year will be the calendar year January 1 to December 31.
- (c)
 - (i) The tentative list of summer vacations will be posted not later than April 15th of each year. The vacation period of each employee will be confirmed to him after ten (10) working days after May 1st of each year.
 - (ii) It is agreed that after the tentative list of summer vacations has been completed and there still remains vacancies, employees may apply for such vacancies and receive such vacancies at the Company's discretion in order of seniority.
- (d)
 - (i) Subject to the limitations of Clauses 12:09 (a) and (b) above, preference in regard to the available vacation dates will be given, in order of seniority, to employees within the Plants the employee is working.
 - (ii) The Company agrees that employees requesting summer vacations under Clause 12:09 shall be granted such vacations under (a) and (b) above, up to a maximum number of employees on vacation at any one (1) time, within the Plants the employee is working, on the following basis:

St. John's	10
Grand Falls-Windsor	3
- (e) It is agreed that this Clause 12:09 shall not be construed as preventing the Company from granting vacation periods in excess of the minimum periods set out above, if it believes that this may be done without adversely affecting the requirements and efficiency of

operations.

12:10 Every employee whose employment with the Company is terminated during the life of this Agreement shall be entitled to a vacation pay allowance based on the length of his continuous employment with the Company, in respect of which he has not received a paid vacation, in accordance with Clause 12:04 above. Such payment shall be as provided for in Clause 12:04 for any vacation earned but not taken prior to his last anniversary of employment, plus a payment for vacation earned since his last anniversary to his termination date **based on the following formula: number of weeks worked from last anniversary date divided by fifty-two (52) weeks, multiplied by eligibility in 12.04(a) or 12.04(d).**

12:11 (a) Employees shall have the option to split one (1) week of their annual vacation upon providing the Company with sixteen (16) hours' prior notice. Such request for split vacation time off shall not be denied for the day requested. In the event of an emergency, the sixteen (16) hours' notice requirement shall be waived.

Employees shall have the option to split a second one (1) week of their annual vacation upon providing the Company with sixteen (16) hours' prior notice. Such request for split of the second week shall be granted based on operational requirements. In the event of an emergency, the sixteen (16) hours' notice requirement shall be waived.

(b) **Special Allowance**

All regular employees, except those on a pro-rata basis, once in each calendar year shall receive five (5) days' pay (on a separate **payment**) prior to going on his summer vacation. Regular employees who have been absent for sixty-six (66) days or more will be on a pro-rata basis as per Clause 12:04 above.

12:12 **Unused Vacation Paid to Beneficiary**

Any earned but unused vacation of a deceased employee shall be paid to such employee's beneficiary.

**ARTICLE 13
PAID TIME OFF**

13:01 **Injury While at Work**

Where an employee is the victim of an accident while at work and so suffers an injury requiring professional medical attention, the Company agrees that

he shall suffer no loss of earnings on the day of the accident by reason of his necessary absence from work.

13:02

Bereavement

The Company will grant leave of absence, with pay, in an amount equal to the employee's regular hourly rate multiplied by eight (8) for each such day for the purpose of arranging and attending funerals in the case of bereavement as follows:

- (a) Five (5) days of absence with pay in case of death of the spouse or child of the employee.
- (b)
 - (i) Three (3) days of absence with pay in the case of death of father, mother, brother, sister, grandfather, grandmother, grandson and granddaughter of the employee.
 - (ii) Three (3) days of absence with pay in the case of mother-in-law and father-in-law which shall be three (3) consecutive days.
- (c) One (1) day of absence with pay in case of the death of brother-in-law, sister-in-law, son-in-law, daughter-in-law of the employee.
- (d) It is further agreed that the provisions shall be interpreted to include step relatives (i.e. as recognized under provincial law) and current common law spouse (i.e. as recognized under provincial law) under (a), (b), and (c).

Additional leave of absence may be granted by the Company, without pay, in the event of bereavement referred to above, when such leave is required.

13:03

Jury Duty, Appearances in Court

An employee who is called for jury duty or who is subpoenaed to appear in Court as a witness or who is required to appear before any Court in any matter arising out of his employment with the Company will receive for each day of necessary absence on that account, the difference between his regular earnings for that day and the amount of any fee received, provided the employee furnishes the Company with a certificate of service and satisfactory evidence as to the amount of fee received; or where applicable, as provided for under the present provisions of **Jury Act (Newfoundland), as amended under Section 42(1)**.

13:04

(a) Family Leave/Illness Days

Each regular employee, except those on pro-rata, shall be credited

with five (5) days' pay. **These days, at the option of the employee and with sixteen (16) hours' notice to the Company,** except in emergency situations, can be used for family leave/illness days. Any remaining days, as well as any unused family leave days shall be paid to the employee at any time during the year at the employee's request. It is understood that sickness constitutes an emergency.

- (b) As per Clause 13:04 (a) above, an employee who has not yet completed a full year of employment with the Company, or who has been absent from work (in the aggregate) for more than sixty-six (66) working days (Monday through Sunday) due to layoff or any other approved absence (other than Employment Insurance Sickness Benefits, Maternity Leave, Workers' Compensation, or Long Term Disability) shall be computed on the basis of eight (8) hours' credit for each one hundred and fifty-six (156) hours of employment up to a maximum of five (5) days or forty (40) hours.
- (c) It is understood and agreed that the leave provisions of Clause 13:04 are intended to provide a reasonable amount of protection for employees against loss of earnings due to absence from work which may be necessary due to legitimate emergency and family reasons and to offer a measure of recognition and appreciation to those employees who have not unnecessarily been absent from work each year.
- (d) All employees shall obtain a medical certificate when absent for illness for more than two (2) days. The Company agrees that a note from the doctor's office shall be a sufficient medical certificate.

ARTICLE 14 APPROVED ABSENCE

- 14:01 An "approved absence" is defined as any absence due to leave of absence granted by the Company, or under any provisions of this Agreement, illness, injury, suspension for disciplinary reasons, or caused by the Company.

ARTICLE 15 ADEQUATE MANPOWER

- 15:01 The Company will supply adequate manpower from the bargaining unit on all operations in all Departments at all times. An employee shall not be required at any time to perform more than a fair day's work.
- 15:02 The Company will endeavour to provide full employment for all regular employees on the seniority list and agrees that additional shifts and overtime shall not be worked or scheduled for the purpose of reducing the regular work

week of regular employees in the bargaining unit. The Clause shall not be construed to limit the Company's right to increase or decrease the work force according to fluctuations in its business volume or market conditions.

ARTICLE 16
HOURS OF WORK, OVERTIME,
PREMIUMS AND SPECIAL ALLOWANCES

16:01

(a) **Regular Work Week**

(i) For the purpose of this Agreement, the work week shall commence at 12:01 a.m. Sunday and end on 12:00 Saturday.

(ii) For the purpose of this Agreement, the regular work week for all employees (other than Sanitation and Maintenance Personnel) shall consist of forty (40) hours to be worked in five (5) consecutive days of eight (8) hours each day, Monday to Friday, inclusive. The regular work week for Sanitation and Maintenance Personnel shall consist of forty (40) hours to be worked in five (5) consecutive days of eight (8) hours each shift, Monday to Saturday.

(b) (i) In the event that two (2) production shifts are required and scheduled, employees working on such shifts shall be scheduled to work forty (40) hours to be worked in five (5) consecutive days of eight (8) hours (exclusive of one-half (1/2) hour unpaid lunch period) each day.

(ii) In the event that two (2) or three (3) shifts on any operation other than production, or three (3) production shifts, are required and scheduled, employees working on such shifts shall be scheduled to work forty (40) hours to be worked in five (5) consecutive shifts of eight (8) consecutive hours (including a one-half (1/2) hour paid lunch period) each day.

(iii) For the purpose of (b) (i) and (ii) above, the Shipping and Maintenance Personnel shall be deemed to be part of production.

(c) **Regular Day Shift**

(i) The regular day shift for Production, Shipping and Maintenance shall be scheduled and worked between the hours of 8:00 a.m. and 4:30 p.m. (including a one-half (1/2)

hour unpaid lunch period) each day, when on a one (1) shift operation.

- (ii) The regular day shift, for employees required for early start up shall be scheduled and worked between the hours of 7:30 a.m. and 4:00 p.m. (including a one-half (1/2) hour unpaid lunch period) each day.
- (iii) The regular daily work period for employees in the Service Department shall be scheduled and worked between the hours of 8:00 a.m. and 4:30 p.m. or 8:30 a.m. and 5:00 p.m. (including a one-half (1/2) hour unpaid lunch period).

(d) **Shift Schedules and Shift Premiums**

(i) **2 Shift Operation**

When working on a two-shift operation, the hours of work shall be scheduled and worked between 6:30 a.m. and 3:00 p.m. for the day shift. The normal hours of work shall be scheduled and worked between 3:00 p.m. and 11:30 p.m. for the afternoon shift, and a premium of three percent (3%) of the hourly wage rate shall be paid. For clarity, there shall not be a shift premium for the day shift.

(ii) **3 Shift Operation**

When working on a three-shift operation, the hours of work shall be scheduled and worked between 8:00 a.m. and 4:00 p.m. for the day shift; between 4:00 p.m. and 12:00 midnight for the afternoon shift, and a premium of three percent (3%) of the hourly wage rate shall be paid; and between 12:00 midnight and 8:00 a.m. for the evening shift, and a premium of three percent (3%) of hourly wage rate shall be paid. For clarity, there shall not be a shift premium for the day shift.

- (e) Shift premiums referred to in (d) above shall not be deemed to be part of an employee's regular hourly rate in the calculation of overtime, holiday or vacation pay.

(f) (i) **Rest Periods and Lunch Period**

Every employee will be allowed one (1) paid rest period of fifteen (15) minutes during each one-half (1/2) shift. Rest period will be arranged as near the midpoint of each one-half (1/2) shift as possible. Every employee shall be granted, and the Company shall arrange a lunch period to

be scheduled to commence between four and five and one-half hours following the commencement of each shift.

- (g) The Company shall give employees twenty-four (24) hours' notice prior to any change in the employee's shift, with the exception of relief for sickness.
- (h) The hours of work for pet plant employees will be the same as production.

16:02

Overtime, Monday to Friday

Every employee shall be paid overtime on the following basis, Monday to Friday.

- (a) One and one-half (1 ½) times his hourly rate for all hours worked in excess of eight (8) in any working day.
- (b) One and one-half (1 ½) times his hourly rate for all hours worked between 4:30 p.m. and 12:00 midnight and between 6:00 a.m. and 8:00 a.m. when operating on a one (1) shift operation in Production, other than for Sanitation Personnel and Night Cleaner Personnel for any hours worked as part of their regular shift.
- (c) Two (2) times his hourly rate for all hours worked between 12:00 midnight and 6:00 a.m. when not working a three (3) shift operation in Production, other than Sanitation Personnel and Night Cleaner Personnel for any hours worked as part of their regular shift.
- (d) Overtime for the first hour will be paid on the following basis:
 - 6 - 14 minutes - 15 minutes
 - 15 - 29 minutes - 30 minutes
 - 30 - 44 minutes - 60 minutes (1 hour)
 - 45 - 60 minutes - 90 minutes (1 ½ hours)

16:03

Overtime on Saturday

Every employee shall be paid overtime on the following basis on a Saturday:

- (a) two (2) times his hourly rate for all hours worked between 12:00 midnight Friday/Saturday and 6:00 a.m. Saturday, other than Sanitation Personnel and Night Cleaner Personnel who shall be paid at their regular hourly rate for the first eight (8) hours and then as in this Clause and (b) below, for all work in excess of their first eight (8) hours on a shift that commenced on a Friday (or fifth) shift as part of their regular work week.

(b) One and one-half (1 ½) times his hourly rate for all hours worked between 6:00 a.m. and 12:00 midnight Saturday/Sunday, and two (2) times his hourly rate for all hours worked in excess of the first eight (8) hours, other than Sanitation Personnel, Night Cleaner Personnel and Maintenance Personnel who shall be paid at their regular hourly rate for the first eight (8) hours and then as in Clause 16:02 (a) above, for all work in excess of their first eight (8) hours on a shift commenced on a Friday as a Friday (or fifth) shift as part of their regular work week.

(c) **Overtime on Sunday**

Two (2) times his hourly rate for all hours worked on a Sunday other than Sanitation Personnel and Night Cleaner Personnel, who shall be paid at their regular hourly rate for the first eight (8) hours and then as in this Clause and Clause 16:02 (a) above, for all work in excess of their first eight (8) hours on a shift that commenced on a Sunday as part of a Monday (or first) shift of their regular work week.

(d) **Overtime on Paid Holiday**

Every employee shall be paid at the rate of two (2) times his hourly rate for all time worked on a day which is observed as a paid holiday under the provisions of Article 11, in addition to pay for the holiday.

16:04 **No Duplication of Premiums or Overtime Payments**

Under no circumstances shall there be any duplication of the various forms of premium and overtime pay provided for in this Agreement.

16:05 (a) The Company will assign planned overtime work, i.e., overtime work in the night time after completion of a regular day shift or overtime scheduled at least twenty-four (24) hours in advance or on Saturday and/or Sunday, on the following basis:

(i) Such overtime opportunity will first be made available on a seniority basis to those regular employees who normally perform the work in the Department where such overtime is required.

(ii) Such overtime referred to in Clause 16:05 shall be shared as equally as possible, which shall mean that any employee who is transferred from one department to another, for any reason covered under this Collective Agreement, shall be entitled to his turn in the overtime rotation.

- (iii) In the event that the Company's needs cannot be entirely satisfied in that manner, the remaining overtime opportunity will then be made available to the senior employees outside the particular Department where the overtime opportunity exists provided the employee has the required qualifications to do the job.
 - (iv) In all such overtime referred to in Clause 16:05 (a) (i), (ii) and (iii), the Company shall start by asking employees to work in strict order of seniority and the Company further agrees that in order to give all employees an equal opportunity for overtime, the place where the Company's needs were filled on the seniority list will be the starting point for the Company to again fill their needs for the next available overtime provided the employee has the required qualifications to do the job.
- (b) It is further agreed that overtime will not normally be assigned to temporary or probationary employees while regular employees in the seniority group are willing to perform such overtime and are capable of satisfactorily performing the work required.
- (c) In the case of unscheduled overtime, other than overtime to be performed as a continuation of work in progress, the Company will make such overtime available on a seniority basis to employees in the seniority group who are available, and at work, at the time such overtime is to commence and who are capable of satisfactorily performing the work required. It is further agreed that overtime will not normally be assigned to temporary or probationary employees while regular employees in the seniority group are available and at work, at the time such overtime is to commence, who are willing to perform such work and are capable of satisfactorily performing the work required. In order to give all employees an equal opportunity for overtime, the place where the Company's needs were filled on the seniority list will be the starting point for the Company to again fill their needs for the next available overtime.
- (d) (i) A continuation of work shall be work that is necessary due to equipment breakdown or emergency. At no time will the Company require the employee to work beyond the amount of time it takes to fix the emergency or equipment breakdown. In the event that all overtime requirements cannot be filled on a voluntary basis, such work may then be assigned (subject to applicable law) on a reverse-seniority basis to those employees in the seniority group who are capable of satisfactorily performing the work required.

- (ii) The Company shall give employees at least four (4) hours' notice prior to scheduling overtime in accordance with Clause 16:05 (c)
- (iii) When overtime is required in the Plastic Plant, **the Company shall call Lead Hands** and make the overtime available to them while they are on their scheduled days off in strict order of seniority.
- (e) Except in the case of equipment breakdown or emergency, all overtime shall be voluntary, provided the employee can be replaced by an employee who has the required qualifications to do the job.
- (f) Except in the case of equipment breakdown or emergency, employees in a seniority group shall not be scheduled to perform overtime in any week during which an employee who has acquired seniority rights is on layoff, and who has the required qualifications to do the job, if such work could be efficiently performed by such employee(s) if recalled, at and within the time required, and provided that the amount of such available work is in excess of four (4) hours per day and twenty (20) hours in a week. The Company will not schedule extra shifts or overtime for the purpose of reducing the regular work week of regular employees. If the Company requires overtime worked when regular employees are on layoff, it shall meet with the Union and advise them of the purpose of such overtime, the total time and number of employees involved and of the reasons why regular employees on layoff cannot be recalled to perform such work, if it intends to schedule overtime work in excess of four (4) hours per day or twenty (20) hours per week.

16:06

Rest Period Before Overtime

Where an employee is required to work at least two (2) hours of overtime immediately following his normal work period in any day, he shall be granted a rest period of fifteen (15) minutes with pay, before commencing such additional work. If an employee required to work such overtime is granted an unpaid lunch period (not to exceed one (1) hour) before commencing such overtime, he shall not receive the fifteen (15) minutes rest period.

16:07

Overtime Rest Periods and Meal Allowance

Where any period of additional work referred to in Clause 16:06 will continue for more than two (2) consecutive hours, the employee shall, after having worked for two (2) hours, provided he was not granted time off for an unpaid lunch period, be given a break, with pay, to enable him to have a meal and shall be paid a meal allowance of ten dollars (\$10.00). If such additional

work continues for more than two (2) consecutive hours following resumption of work after the meal break, the employee shall be granted an additional rest period of fifteen (15) minutes, with pay, for such period and each additional such period thereafter.

16:08

Call In

- (a) Where an employee, other than Maintenance and/or Service Department employees, is called by the Company and requested to return to work due to an equipment breakdown, emergency, or other urgent situation following completion of his day's work and before the commencement of his next scheduled day's work, and is assigned to less than four (4) hours' work outside of regular scheduled working hours, he shall be paid at least four (4) hours' pay at his regular hourly rate or at the appropriate overtime rate, whichever is greater.
- (b) Service and Maintenance Department employees called by the Company and requested to return to work due to an equipment breakdown emergency, or other urgent situation following completion of their day's work and before the commencement of their next scheduled day's work and are assigned less than two (2) hours work outside of regular scheduled working hours, shall be paid at least two (2) hours at the appropriate overtime rate.
- (c) In the event of a call-in referred to in (a) and (b) above, which commences within one (1) hour before such an employee's regular schedule shift, such an employee shall be paid for such additional time worked at the appropriate overtime rate.
- (d) Overtime payments under a call-in as referred to in (a), (b), and (c) above, shall cease to be due and payable upon the commencement of such an employee's regular scheduled shift.

- (e) **Standby**

Servicemen required by the Company to perform work on a "standby" basis on a Saturday, Sunday or holiday, shall be paid four (4) hours at their regular hourly rate for any eight (8) hour period on "standby" or at the applicable rate for time actually worked, whichever is greater.

16:09

Reporting Allowance

In the event an employee reports for work at his scheduled time, without having been previously notified not to report, unless his failure to receive notice not to report is due to absence without just cause from his shift, and less than eight (8) hours work is available for him, he shall be paid eight (8) hours at his regular hourly rate.

16:10 **Special Allowances in Service Department**

Service Department employees, when travelling on authorized Company business, shall be reimbursed by the Company for the reasonable cost of meals and valid expenses on the presentation of valid receipts. The current practice in relation to reimbursement of parking tickets shall continue.

- 16:10 (b) **In the event a serviceman is required to travel for work purposes and has to stay overnight, a \$10.00 per night incidental allowance will be paid.**

16:11 **Tool Allowance for Tradesmen**

All tools required by Servicemen in the service of their work shall be provided to such employees by the Company at no cost to the employee. The Company agrees to provide Maintenance Mechanics with all specialized tools required in the performance of their work and to replace all tools that are worn and broken beyond efficient use, at no cost to such employee. In addition, on May 28th of each year, any Maintenance Department Mechanics will be provided with a **\$350.00** tool allowance.

16:12 **Helper Assistance**

Servicemen and other employees, when performing work related to equipment repairs, servicing, installation, delivery, pickup, or relocation of equipment, shall, at all times, be provided with adequate Helper assistance and adequate vehicles and equipment, whenever required by such employees in the performance of their work.

16:13 **Hold-Over Allowance**

In the event that a Serviceman or Serviceman Helper is held up because of mechanical breakdown, road conditions, or weather conditions, and required to hold-over for one (1) or more full days, he shall, in addition to his breakfast allowance, be reimbursed for reasonable amounts for lunch and dinner, upon the presentation of valid receipts. In addition, he will be paid eight (8) hours at his regular hourly rate, for each day held over.

16:14 It is agreed and understood that the Company will provide a notice period of two (2) weeks for scheduled layoffs required due to seasonal inventory adjustments. It is further agreed that whenever the Company is forced to extend the layoff notice period, due to unexpected production requirements, then the Company will agree to extend the layoff period by a minimum of five (5) working days, Monday to Friday for Production, Shipping and Service and Monday to Saturday for Maintenance and Sanitation and Monday to Sunday for the Plastic Plant. This five (5) day extension

procedure is permitted to repeat for a continuous sixteen (16) calendar day period beyond the original two (2) week notice period, after which a new two (2) week notice period is required should the Company require a layoff to adjust its inventory levels. Once the above layoff has been implemented, employees recalled from layoff will not be subject to a two (2) week written notice until they have completed thirty (30) calendar days of employment.

ARTICLE 17
WAGES, CLASSIFICATIONS, JOB DESCRIPTIONS,
PAYMENT OF WAGES AND PAYROLL DEDUCTIONS

- 17:01 (a) The Company shall pay wages set out in Appendix "B" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of his wages, overtime and other supplementary and pay deductions. Wages shall be paid weekly by cheque in a sealed envelope, or direct deposit at the employee's choice, at the workplace on Friday by 12:00 noon for the previous week. The Company may not make deductions from wages unless authorized by Statute, Court Order, Arbitration Award, this Agreement or by personal agreement.
- (b) The Company agrees to pay an employee who is off on Employment Insurance Sickness Benefits, Workers' Compensation and Long Term Disability his pay which he would be entitled to from his L.T.D., Workers' Compensation and/or Employment Insurance Sickness Benefits while he is waiting for his first cheque or any subsequent cheque to be processed. It is further agreed that the first cheque an employee receives from his L.T.D., Workers' Compensation and/or Employment Insurance Sickness Benefits shall serve as payment in whole or in part for the money the Company paid such employee under Clause 17:01 (a) above.
- (c) In the event an employee does not qualify for L.T.D./ Workers' Compensation or Employment Insurance Sickness Benefits, such employee shall be responsible for paying all monies back to the Company.
- 17:02 (a) When a regular employee is temporarily transferred to a higher rated job for less than two (2) hours, he shall receive the higher rate for a minimum of two (2) hours and if he actually works on such a job for two (2) continuous hours, he shall receive the higher rate for all hours worked during that day.
- (b) If such a transfer continues for twenty (20) hours or more in one (1) week, he shall be paid the higher rate for all hours worked in that week.

- (c) When an employee is temporarily transferred to a lower rated job for the convenience of the Company, he shall retain his regular rate. If an employee is permanently set back to a lower rated job, his rate will be that of the lower paying job, except as provided for in Clause 18:01 (d) of this Agreement.

17:03 Job classifications and descriptions are set out in Appendices A and B attached hereto and forming part of this Agreement. They shall not be changed or deleted, nor shall the jobs themselves be altered, or amended without the agreement of the Union.

17:04 The Company agrees to make payroll deductions authorized by an employee for a **tax free savings account or financial institution**.

ARTICLE 18 TECHNOLOGICAL CHANGE OR NEW METHOD OF OPERATION

18:01 (a) If, during the life of this Agreement, the Company wishes to make a technological change or new method of operations, which would have the effect of altering or abolishing any existing classifications or creating new classifications, or which would result in the layoff of any regular employee, the Company agrees that it will meet with the Union within thirty (30) days to discuss the matter and attempt to resolve the problems created by such technological change or new method of operations, as well as to attempt to lessen the impact of technological change or new method of operations on the employees affected.

(b) When the Company is considering the introduction of a technological change:

(i) The Company agrees to notify the Union ninety (90) days in advance of its intention and to update the information provided as new developments arise and modifications are made.

(ii) The foregoing, notwithstanding, the Company shall provide the Union at least sixty (60) days before the introduction of a technological change, with a detailed description of the project, it intends to carry out, disclosing all foreseeable affects and repercussions on employees.

(c) **Pertinent Information Included**

The notice mentioned in (b) shall be given in writing and shall contain pertinent data including:

- (i) the nature of the change;
 - (ii) the date on which the Company proposes to effect the change;
 - (iii) the approximate number, type and location of employees who shall be affected by the change;
 - (iv) the effects the change shall have on the employees' working conditions and terms of employment;
 - (v) all other pertinent data relating to the anticipated effects on employees.
- (d) If, during the life of this Agreement, the Company wishes to establish any new classification, it will advise the Union in writing and negotiate the classification and rate of pay with the Union. If no agreement can be reached between the Company and the Union, then the question will be decided in the Grievance Procedure.
- (e) If, as a result of a technological change or new method of operation in the Company's operations, an employee is assigned to a job having a lower rate of pay than the rate of pay he formerly received, he shall continue to be paid at his former rate of pay until the job rate for his new classification equals his former rate.
- (f) If a regular employee should be displaced from his job by reason of a technological change or new method of operation in the Company's operations and provided the employee has the necessary qualifications to perform the work available, after a reasonable period of training and familiarization, he shall be placed in the job.
- (g) An employee who is displaced from his job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority and qualifications.
- (h) No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment.

18:02

In the event of the closure or shut down, in whole or in part, of any of the

Company's operations affecting the employment or earnings of employees in the bargaining unit, any employee who then has seniority standing shall be given the opportunity, in order of seniority to do one of the following:

- (a) bump a less senior employee in his seniority group; or
- (b) transfer to another seniority group under the following conditions:
 - (i) fill an existing vacancy; or
 - (ii) displace an employee who has less seniority in another seniority group. It is further agreed that an employee wishing to take advantage of this option must do so within sixty (60) working days of the closure of operations referred to above and upon transferring to such a new seniority group, shall carry his full seniority with him into his new seniority group.

18:03 Should an employee with three (3) or more years of continuous service be terminated as a result of a technological change or new method of operation as referred to in Clause 18:01 (a) above or in Clause 18:02 (a) above, or other reduction in the work force of a permanent nature, and who chooses not to transfer to another seniority group, under Clause 18:02 (a) above, such employee shall receive severance pay at the time of termination, in an amount equal to his regular hourly rate at the time of termination times forty (40) hours for each year of completed continuous service with the Company. Such severance pay shall be paid to such an employee as a "lump sum payment on termination".

18:04 In the event of permanent layoffs in the Grand Falls Plant or the St. John's Plant, the Company agrees to train senior employees in order to avoid permanent layoff.

18:05 The Union agrees to assure the Company that the Company will have the same ability to operate its current system with Distributors as it had in the past.

18:06 For the purpose of this Agreement, the Plastic Plant shall be deemed part of production.

18:07 (a) It is understood that work normally performed by employees in the bargaining unit shall include maintenance painting, which shall include painting, other than interior decorating, which has been customarily performed by employees in the bargaining unit at each location, and shall also include all beverage, vending and dispensing equipment delivery, relocation pick-ups and servicing, provided employees in the bargaining unit are willing and able to efficiently perform the work required with the present vehicles.

- (b) (i) The Company agrees to the following cost for the purchasing of soft drinks, up to a maximum of two (2) cases per week per employees:

355 ml cans	\$7.00
600 ml bottles	\$11.00
1 litre bottle	\$10.00
2 litre bottles	\$10.00

(Plus all applicable taxes)

- (ii) The Company agrees to provide actively employed employees (including employees on Workers Compensation) **three (3)** cases per month of twenty-four (24) pack 355 ml cans to each employee.

For Grand-Falls Windsor only, two (2) cases can be substituted with a one (1) dozen case (bottles) of beer per month.

18:08 The Company further agrees that when the production line is operating, the Forklift Operators in Production shall be responsible for providing the particular line with forklift operations or any other duties assigned to him.

ARTICLE 19 EMPLOYEE BENEFITS AND PENSION PLAN

19:01 The Company shall establish the Plans set out in Appendix "C" to the Browning Harvey Pension Plan on behalf of employees, members of NAPE Locals 7003, St. John's and Local 3001, Grand Falls/Corner Brook, which shall form part of this Agreement and shall not be changed without the agreement of the Union. The Company is responsible for the application and administration of such Plans with the exception of (i) below.

The premiums for the Plans referred to in this Agreement shall be paid as specified in Appendix "C". The Plans themselves shall be as follows:

- (a) Group Life Insurance
- (b) Accidental Death and Dismemberment
- (c) Employment Insurance Sickness Benefits
- (d) Long Term Disability
- (e) Extended Health Care:
 - (i) Semi-Private and Hospital Coverage
 - (ii) Major Medical Coverage
 - (iii) Vision Care Coverage, including Eye Examinations
 - (iv) Dental Care Coverage
 - (v) Hearing Aids
 - (vi) Chiropractor

- (f) Dependant Life Insurance
- (g) Voluntary Personal Accident Insurance
- (h) Voluntary Life Insurance
- (i) Pension Plan

ARTICLE 20 GENERAL

20:01 **Maternity Leave/Paternity Leave**

Employees who may require such leave shall be granted maternity/paternity leave in accordance with the provisions of **Section 22 and 23 of the Employment Insurance Act** and in **Part VII of the Labour Standards Act (1990)**. During any such period of maternity leave, the Company will continue on behalf of such an employee the employee benefit and Pension Plan coverage, referred to in Article 19 of this Agreement, in accordance with the provisions of such Plans during such leave.

Note: While an employee is on an unpaid absence under this article, he/she shall continue to accumulate seniority and step progression. Employees will not accumulate seniority and step progression while on Maternity Leave/Paternity for periods they otherwise would have been on lay off status.

20:02 The Company agrees that any work created at its existing plants due to legislation on recycling would become work of the bargaining unit.

ARTICLE 21 DURATION OF AGREEMENT, RENEWAL AND AMENDMENT

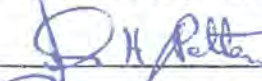
- 21:01 (a) **This Agreement, with regards to wages, shall be effective from May 28, 2021 and benefits upon agreement reached with Insurance Company, and all other items as of date of signing and shall remain in full force and effect until May 27, 2026.** Either party to this Agreement desiring to negotiate a new Agreement shall give notice to the other party, in writing, at any time within the ninety (90) day period prior to the expiration date. Unless such notice or desire to negotiate is given, the Agreement shall automatically be renewed, without change, from year to year thereafter, until such time as notice is given, within the ninety (90) day period prior to the annual expiration date. Within fifteen (15) days of receipt of such notice, by either party, of intention to renegotiate or modify the existing Agreement, a joint conference will be held for the purpose of commencing negotiations for a new Agreement.
- (b) Following receipt of notice of desire to negotiate, within the period referred to above, or within such further period as the parties may


agree upon, the parties shall meet, bargain in good faith and make every reasonable effort to conclude an Agreement.

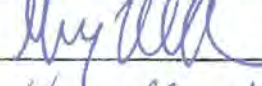
- (c) It is agreed and understood between the parties to this Agreement that all provisions of this Agreement are to remain in full force and effect until negotiations are completed and/or conciliation proceedings exhausted.


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives at the City of St. John's, in the Province of Newfoundland and Labrador this 09 day of August, 2021.

FOR THE COMPANY:

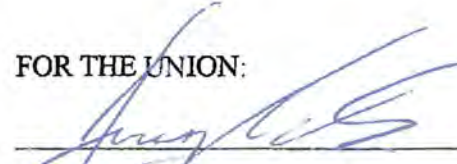











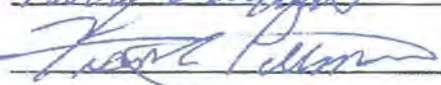
FOR THE UNION:











APPENDIX "A"

JOB DESCRIPTIONS

General Help:

Performs tasks assigned in a safe and efficient manner. (Tasks classified as General Help tasks are support functions for Production Operators, Shipping and Receiving Operators and other operational areas not classified). Performs other related duties assigned to him which he is qualified for.

Machine Operator:

Operates assigned production machine in a safe efficient manner at all times. Performs routine daily care and maintenance checks on machine, advising Supervisor and/or Maintenance men of any mechanical problems. Maintains machine in a clean, sanitary condition and makes any minor adjustments or repairs necessary for proper operation of machine. Performs other related duties assigned to him which he is qualified for.

Sanitizer:

Performs daily sanitation for all processing lines, plant equipment and general facility. Maintains all sanitation standards as per company sanitation program requirements. Performs other related duties assigned to him which he is qualified for.

Lead Hand Sanitizer:

Completes all duties of Sanitizer and oversees departmental operations and gives direction as required. Performs other related duties assigned to him which he is qualified for.

Filler Operator:

Operates filler, proportioning unit and capper in an efficient, safe manner at all times. Performs start-up and shutdown procedures. Makes necessary adjustments for proper fill of containers and quality of beverage. Maintains area and equipment in a clean, sanitary condition. Maintains a record of machine downtime and production of each package filled. Performs other related duties assigned to him which he is qualified for.

Filler Operator/Closing Machine Operator:

Operates filler, proportioning unit and capper in an efficient, safe manner at all times. Performs start-up and shut-down procedures. Makes necessary adjustments for proper fill of containers and quality of beverage. Maintains area and equipment in a clean, sanitary condition. Maintains a record of machine downtime and production of each package filled. Performs other related duties assigned to him which he is qualified for.

Forklift Operator:

Operates forklift in a safe and efficient manner in accordance with generally accepted industry standards. Performs assigned tasks in such areas as directed by supervision. Performs maintenance checks and is responsible for notifying the appropriate supervision of maintenance problems. Performs other related duties assigned to him which he is qualified for.

Syrup Room Technician (St. John's only):

Performs safe and efficient operation of all Bottle filling equipment, Can filling equipment and syrup making equipment as per Company required standards. Maintains all syrups, beverages and packages to company quality standards. Maintains work areas in a clean and sanitary condition at all times. Maintains all related Production and Quality Control testing and documentation required. Performs other related duties assigned to him which he is qualified for.

Premix/Postmix Operator:

Operates tank washer, flo-mix and carbo-mix unit in a safe and efficient manner at all times. Performs start-up, shutdown, and sanitizing procedures on all premix/postmix filling equipment. Makes syrup necessary for premix/postmix filling, tests syrup and finished product for brix and carbonation and records same. Inspects tanks prior to filling and exercises proper caution in depressurizing tanks. Is responsible for maintaining premix/postmix equipment and area in a neat, clean manner. Maintains raw material inventory and performs other related duties assigned to him which he is qualified for.

Checkers:

Checks trucks in and out as to the proper accounting for goods loaded and unloaded. Takes orders for loads to be shipped and receives goods and raw materials ordered for the Plant. Completes packing slips, invoices for goods shipped, receiving reports and daily warehouse summary of products shipped. Assigns work to Forklift Operators to provide for efficient loading of trucks. Performs other related duties assigned to him which he is qualified for.

Lead Hand A:

Performs start up operating and shut down procedures on all plastic bottle manufacturing equipment. Makes normal and significant equipment repairs and adjustments necessary to manufacturer plastic bottles which conform to the specification set forth for plastic beverage bottles. Has a complete understanding of manufacturing methods and procedures for testing finished bottles. Performs all quality control test necessary at the prescribed intervals. Handles and packs bottles in manner necessary to maintain the integrity necessary for a food container. Holds a valid industrial mechanic Millwright certificate. Operates forklift as required for plastic plant operations, keeps workplace machinery clean and tidy. Supervises overall operation of his shift. Performs other related duties assigned to him which he is qualified for.

Lead Hand B:

Performs start up operating and shut down procedures on all plastic bottle manufacturing equipment. Makes minor equipment repairs and adjustments necessary to manufacturer plastic bottles which conform to the specification set forth for plastic beverage bottles. Has a complete understanding of manufacturing methods and procedures for testing finished bottles. Performs all quality control test necessary at the prescribed intervals. Handles and packs bottles in a manner necessary to maintain the integrity necessary for a food container. Operates forklift as required for plastic plant operations, keeps workplace machinery clean and tidy. Supervises overall operation of his shift when assigned to plastic plant. Performs other related duties assigned to him which he is qualified for.

Serviceman "C" (Helper/Trainee):

Assists Serviceman "A" and "B" in performing preventative maintenance, installation and repairs to beverage dispensing and merchandising equipment. Is able to make minor repairs on coin mechanisms, premix and postmix equipment. Progresses to Serviceman "B" through on-the-job training. Performs other related duties assigned to him which he is qualified for.

Serviceman "B":

Performs preventative maintenance, installation and repairs to most types of beverage dispensing and merchandising equipment. Is able to handle most major repairs and assists Serviceman "A" with refrigeration repairs. Performs other related duties assigned to him which he is qualified for.

Serviceman "A":

Performs preventative maintenance, installation and repairs to all types of beverage dispensing and merchandising equipment (visi coolers, vending, premix and postmix) including refrigeration repairs. Is knowledgeable in refrigeration and electrical wiring of vending equipment and is able to make major repairs to all types of vending equipment. Performs other related duties assigned to him which he is qualified for.

Maintenanceman "C" (Apprentice):

Assists Maintenanceman "A" and "B" and progresses to Maintenanceman "B" through on-the-job training or an approved Apprenticeship Program. Performs other related duties assigned to him which he is qualified for.

Maintenanceman "B":

Progresses through "B" by an on-the-job training program or the third and fourth year of an approved apprenticeship Program. Performs preventative maintenance and repairs to building and beverage production equipment as required for proper operation. Proficient in the use of

hand and power tools including welding equipment. Knows and understands double seaming of cans and is able to properly set seaming chucks and rolls and all other aspects of the can seaming equipment. Performs all seam tests and makes adjustments to seamer as required. Performs other related duties assigned to him which he is qualified for.

Maintenanceman "A" (Journeyman, Millwright):

Performs preventative maintenance and repairs to building and beverage production equipment as required for proper operation. Holds a valid industrial technical trade's certification relevant to beverage plant maintenance (example but not limited to: electrician, millwright, instrumentation). Performs other related duties assigned to him which he is qualified for.

Bottle Water Filler Operator

Operate the 18L water filler in an efficient and safe manner at all times. Perform all Quality Control checks as outlined by the Quality Control Manager or designate. Perform startup and shutdown procedures. Maintain area and equipment in a clean and sanitary condition. Perform routine maintenance on the machine, advising Supervisors and/or Maintenance technicians of any problems. Possess a good working knowledge of the filling machine. Perform all operating procedures to comply with Company standards. Operate forklift in compliance with Company standards. Performs other related duties assigned to him, which he is qualified for.

APPENDIX "B"

CLASSIFICATIONS AND WAGES

The classifications and hourly wage rate applicable to each such classification, as set out below, shall apply to employees in the bargaining unit, other than temporary employees, and shall be maintained during the life of this Agreement.

Signing Bonus

*\$750 signing bonus (regular seniority list employees & seasonal employees)

**\$300 signing bonus (temporary employees)

*Employees on the regular and seasonal Seniority list receiving regular earnings under Appendix B at the date of signing of this Collective Agreement, will receive the signing bonus as noted above.

**Temporary employees on the temporary Seniority list, as of December 31, 2020, and receiving regular earnings under Appendix B at the date of signing of this Collective Agreement, will receive the signing bonus as noted above.

Lump Sum Payment Eligibility

Upon signing of the Collective Agreement, Year 1 is a lump sum payment in lieu of wage increase for employees on the regular Seniority list who are earning regular earnings under Appendix B.

The following represents the wage progression method per each classification prescribed in the collective agreement

CLASSIFICATION	EFFECTIVE DATE	Step 1: 80% of Classification Wage Rate:	Step 2: 90% of Classification Wage Rate:	Step 3: 100% of Classification Wage rate
General Help	28-May-21	28.43	31.99	35.54
	28-May-22	28.91	32.53	36.14
	28-May-23	29.39	33.07	36.74
	28-May-24	29.95	33.70	37.44
	28-May-25	30.51	34.33	38.14
Night Cleaner	28-May-21	28.51	32.08	35.64
	28-May-22	28.99	32.62	36.24

	28-May-23	29.47	33.16	36.84
	28-May-24	30.03	33.79	37.54
	28-May-25	30.59	34.42	38.24
Machine Operator	28-May-21	28.51	32.08	35.64
	28-May-22	28.99	32.62	36.24
	28-May-23	29.47	33.16	36.84
	28-May-24	30.03	33.79	37.54
	28-May-25	30.59	34.42	38.24
Forklift Operator	28-May-21	28.56	32.13	35.70
	28-May-22	29.04	32.67	36.30
	28-May-23	29.52	33.21	36.90
	28-May-24	30.08	33.84	37.60
	28-May-25	30.64	34.47	38.30
Sanitation Personnel	28-May-21	28.60	32.18	35.75
	28-May-22	29.08	32.72	36.35
	28-May-23	29.56	33.26	36.95
	28-May-24	30.12	33.89	37.65
	28-May-25	30.68	34.52	38.35

Lead Hand Sanitizer	28-May-21	29.70	33.41	37.12
	28-May-22	30.18	33.95	37.72
	28-May-23	30.66	34.49	38.32
	28-May-24	31.22	35.12	39.02
	28-May-25	31.78	35.75	39.72
Filler Operator	28-May-21	28.60	32.18	35.75
	28-May-22	29.08	32.72	36.35
	28-May-23	29.56	33.26	36.95
	28-May-24	30.12	33.89	37.65
	28-May-25	30.68	34.52	38.35
Closing Machine Operator	28-May-21	28.60	32.18	35.75
	28-May-22	29.08	32.72	36.35
	28-May-23	29.56	33.26	36.95
	28-May-24	30.12	33.89	37.65
	28-May-25	30.68	34.52	38.35
Checkers	28-May-21	28.64	32.22	35.80
	28-May-22	29.12	32.76	36.40
	28-May-23	29.60	33.33	37.00
	28-May-24	30.16	33.93	37.70
	28-May-25	30.72	34.56	38.40

Premix/Postmix Operator	28-May-21	28.90	32.51	36.12
	28-May-22	29.38	33.05	36.72
	28-May-23	29.86	33.59	37.32
	28-May-24	30.42	34.22	38.02
	28-May-25	30.98	34.85	38.72
Syrup Room Technician (St. John's only)	28-May-21	28.90	32.51	36.12
	28-May-22	29.38	33.05	36.72
	28-May-23	29.86	33.59	37.32
	28-May-24	30.42	34.22	38.02
	28-May-25	30.98	34.85	38.72
CLASSIFICATION	EFFECTIVE DATE	Step 1: 80% of classification Wage Rate:	Step 2: 90% of Classification Wage Rate:	Step 3: 100% of Classification Wage rate
Serviceman (C) (Helper/Trainee)	28-May-21	28.51	32.08	35.64
	28-May-22	28.99	32.62	36.24
	28-May-23	29.47	33.16	36.84
	28-May-24	30.03	33.79	37.54
	28-May-25	30.59	34.42	38.24

Effective Signing of Agreement:

NOTE 1: After 520 working days as Serviceman "C" to be reclassified and paid as Serviceman "B".

NOTE 2: After working 520 days as Serviceman "B" to be reclassified and paid as Serviceman "A".

Serviceman "B"	28-May-21	28.90	32.51	36.12
	28-May-22	29.38	33.05	36.72
	28-May-23	29.86	33.59	37.32
	28-May-24	30.42	34.22	38.02
	28-May-25	30.98	34.85	38.72
Serviceman "A"	28-May-21	29.02	32.64	36.27
	28-May-22	29.50	33.18	36.87
	28-May-23	29.98	33.72	37.47
	28-May-24	30.54	34.35	38.17
	28-May-25	31.10	34.98	38.87
Maintenanceman "C" (Apprentice)	28-May-21	29.01	32.63	36.26
	28-May-22	29.49	33.17	36.86
	28-May-23	29.97	33.71	37.46
	28-May-24	30.53	34.34	38.16
	28-May-25	31.09	34.97	38.86

Maintenanceman "B"	28-May-21	29.50	33.18	36.87
	28-May-22	29.98	33.72	37.47
	28-May-23	30.46	34.26	38.07
	28-May-24	31.02	34.89	38.77
	28-May-25	31.58	35.52	39.47
Maintenanceman "A" (Journeyman)	28-May-21	30.70	34.53	38.37
	28-May-22	31.18	35.07	38.97
	28-May-23	31.66	35.61	39.57
	28-May-24	32.22	36.24	40.27
	28-May-25	32.78	36.87	40.97
<p>NOTE 1: For Maintenanceman "C" (Apprentice) classification, the probationary rate for new employees shall be the rate established for <i>a First 65 Working Days in Classification@</i>.</p> <p>NOTE 2: After 520 working days to be reclassified and paid as Maintenanceman "B".</p> <p>NOTE 3: The above Maintenanceman "A", "B", and "C", rates shall be applicable to any new employees hired in these classifications after serving the probationary period.</p>				
CLASSIFICATION	EFFECTIVE DATE	Step 1: 80% of classification Wage Rate:	Step 2: 90% of Classification Wage Rate:	Step 3: 100% of Classification Wage rate
LEAD HAND 'A'	28-May-21	30.70	34.53	38.37
	28-May-22	31.18	35.07	38.97
	28-May-23	31.66	35.61	39.57
	28-May-24	32.22	36.24	40.27
	28-May-25	32.78	36.87	40.97

LEAD HAND 'B'	28-May-21	29.70	33.41	37.12
	28-May-22	30.18	33.95	37.72
	28-May-23	30.66	34.49	38.32
	28-May-24	31.22	35.12	39.02
	28-May-25	31.78	35.75	39.72

Rates for Maintenance Employee

Wade Barrett	28-May-21		39.11
	28-May-22		39.71
	28-May-23		40.31
	28-May-24		41.01
	28-May-25		41.71

NOTE 1: The revised progression scale shall apply to any new employees to the regular seniority list hired after May 28, 2011.

NOTE 2: Employees on the regular seniority list shall move from one step to the next step upon completion of 65 working days.

NOTE 3: The seniority date for employees achieving regular seniority status shall be the date established by going back 120 working days from the date an employee achieves regular seniority status for the purposes of seniority date only.

Temporary and Student Wage Scale

CLASSIFICATION	EFFECTIVE DATE	Step 1: 65% of General Help Classification Wage Rate:	Step 2: 70% of General Help Classification Wage Rate:	Step 3: 75% of General Help Classification Wage Rate:
Temporary:	28-May-21	23.10	24.88	26.66
	28-May-22	23.49	25.30	27.11
	28-May-23	23.88	25.72	27.56
	28-May-24	24.34	26.21	28.08
	28-May-25	24.79	26.70	28.61
CLASSIFICATION	EFFECTIVE DATE			45% of General Help Classification Wage Rate:
Summer Wage:	28-May-21			15.99
	28-May-22			16.26
	28-May-23			16.53
	28-May-24			16.85
	28-May-25			17.16
<p>NOTE 1: The revised progression scale shall apply to any new employees to the temporary list hired after May 28, 2011.</p> <p>NOTE 2: Employees on the temporary seniority list shall move from one step to the next step upon completion of 125 days (1000 hours) worked. Temporary employees shall move along the temporary scale regardless of any posted or un-posted work assignment. Upon completion of 375 days (3000 hours) worked, the temporary employee moves to the regular employee seniority list.</p> <p>NOTE 3: The summer wage rates applies to summer employees. A summer employee means a person who is hired between the period of April 15th to September 15th and who is returning to school. Should the employer agree to extend a summer employee beyond September 15th, then the summer employee becomes a temporary with full recognition of all previous hours worked in the temporary.</p> <p>NOTE 4: Summer and temporary employees will be paid vacation pay in accordance with the Labour Standards Act.</p>				

APPENDIX "C"

Summary of Employee Benefits and Pension Plan in accordance with this Collective Agreement.

Eligibility

All regular full-time hourly employees are eligible for the following benefits, immediately upon attainment of seniority status as outlined in the Collective Agreement.

Cost Sharing Agreement

In accordance with the Collective Agreement, the following is the cost sharing arrangement between the employee and the Company:

Benefit	Employee Pays	Company Pays
Group Life Insurance	Nil	100%
Accidental Death & Dismemberment	Nil	100%
Voluntary Accidental Death & Dismemberment	100%	Nil
Optional Group Life	100%	Nil
Employment Insurance Sickness Benefits - As per Federal Legislation and regulation (for coverage of disability for initial period covered under legislation)	As per Legislation	
Hearing Aids	Nil	100%
Chiropractor	Nil	100%
Massage Therapy/Physiotherapy	Nil	100%
Long Term Disability	Nil	100%
Dental Insurance	50%	50%
Vision Care Benefit	Nil	100%
Eye Examinations	50%	50%
Supplementary Health Insurance	20%	80%

Benefit	Employee Pays	Company Pays
Dependent Life Insurance	50%	50%
Pension Plan	5.0%	5.0%
*Optional Pension Contribution	1.0%	1.0%

(*Optional pension contribution for existing employees on regular seniority list at date of signing of the Collective Agreement).

(Based on earnings of hourly rate * hours worked up to forty (40) hours/ week exclusive of overtime and premiums.)

BENEFITS PROVIDED

GROUP LIFE INSURANCE

Schedule of Insurance

Classification	Amount of Life Insurance
All regular full time hourly employees	\$ 140,000
January 01, 2022	\$ 145,000
January 01, 2023	\$ 150,000
January 01, 2024	\$ 155,000
January 01, 2025	\$ 160,000
January 01, 2026	\$ 160,000

Waiver of Premium

To age 65.

Termination and Reduction Clause

All restrictions as per the Group Benefits Master Policy.

ACCIDENTAL DEATH AND DISMEMBERMENT

Schedule of Insurance Classification	Principle Sum of Insurance
All regular full time hourly employees	\$ 140,000
January 01, 2022	\$ 145,000
January 01, 2023	\$ 150,000
January 01, 2024	\$ 155,000
January 01, 2025	\$ 160,000
January 01, 2026	\$ 160,000

NOTE: Waiver of Premium, Termination and Reduction Clause applicable in the same manner as the Group Life Insurance Benefit.

Benefit Payable

If, as a result of an accident, the employee suffers any of the losses detailed below, within one (1) year of the accident, payments will be made as indicated:

Loss of	Amount Payable
Quadriplegia (total and irrevocable paralysis of all four limbs)	2 The Principal Sum (up to maximum \$1,000,000)
Paraplegia (total and irrevocable paralysis of both lower limbs)	2 The Principal Sum (up to maximum \$1,000,000)
Hemiplegia (total and irrevocable paralysis of upper and lower limbs of one side of body)	2 The Principal Sum (up to maximum \$1,000,000)
Life	The Principal Sum
Both hands, both feet, or sight of both eyes	The Principal Sum
One hand and one foot	The Principal Sum
One hand and sight of one eye or one foot and sight of one eye	The Principal Sum

One arm or one leg	4/5 Principal Sum
Paralysis of one arm or one leg	4/5 Principal Sum
Speech or hearing in both ears	3/4 Principal Sum
One hand, one foot or sight of one eye	3/4 Principal Sum
Thumb, and index finger or at least four (4) fingers of one hand	1/3 Principal Sum
All toes of one foot	1/4 Principal Sum

Aggregate Limit: \$3,000,000 on aircraft accidents only.

Only one benefit, the largest to which you are entitled, is payable for all losses resulting from one accident.

Voluntary Personal Accident Insurance

Beyond the Accidental Death and Dismemberment coverage noted earlier, employee-pay-all voluntary personal accident insurance is available allowing all employees the opportunity to purchase further twenty-four (24) hour occupational and non-occupational accidental death and dismemberment coverage on an optional basis.

Voluntary accident insurance is available in amounts of \$25,000 up to \$300,000 and is available to the employee only or to the employee and family. Under the Family Plan, the spouse is insured for an amount equal to sixty percent (60%) of the employee's amount when there are no dependent children; when there is a spouse and dependent children, the spouse is insured for an equal amount to fifty percent (50%), and the children are insured for an amount equal to fifteen percent (15%) of the employee's amount.

The unit rate for the employee only plan is \$0.031 per month per \$1,000; the family plan rate is \$0.48 per month per \$1,000. These rates are subject to change.

Waiver of Premium

To age 65.

OPTIONAL GROUP LIFE INSURANCE

The Optional Group Life Insurance Benefit is available to all employees under age 65 or their

spouse or both, in amounts of \$10,000 up to \$300,000. The benefit is payable on death from any cause (excluding suicide in the first two (2) years).

The rates required are as follows:

Monthly Premium for Each Unit of \$10,000 of Insurance

Age of Employee or Spouse	Male Non-Smoker	Male Smoker	Female Non-Smoker	Female Smoker
<35	0.60	0.90	0.40	0.70
35 – 39	0.60	1.20	0.60	0.90
40 - 44	0.90	1.80	0.80	1.30
45 - 49	1.70	3.20	1.30	2.30
50 - 54	2.80	5.50	2.20	3.70
55 - 59	5.10	9.50	3.60	5.60
60 - 64	7.10	12.20	4.60	6.70

These rates are subject to change. Evidence of health is required.

Waiver of Premium:

To age 65.

EMPLOYMENT INSURANCE SICKNESS BENEFITS

The parties agree to replace the Weekly Indemnity Insurance benefit with the Employment Insurance Sickness benefits as administered through Human Resources Development Canada. The eligibility and benefit levels shall be determined by the relevant legislation to administer the Plan.

LONG TERM DISABILITY INSURANCE

Seventy percent (70%) of your monthly earnings is payable upon total disability (as defined in the master policy) from the 15th week of disability through to recovery, death or age 65,

whichever occurs first, to a maximum of:

	\$3,250.00 per month
January 01, 2022	\$3,300.00 per month
January 01, 2023	\$3,350.00 per month
January 01, 2024	\$3,400.00 per month
January 01, 2025	\$3,450.00 per month
January 01, 2026	\$3,500.00 per month

DENTAL CARE INSURANCE

Benefits payable based on the current fee schedule of the Newfoundland Dental Association.

Dental Care Insurance benefits are available to all employees, their spouse and unmarried dependent children under age twenty-two (22) or age twenty-five (25) if a full time student.

The maximum benefit payable under the Plan per individual is:

	\$1,500 per year
January 01, 2022	\$1,550.00 per year
January 01, 2023	\$1,600.00 per year
January 01, 2024	\$1,650.00 per year
January 01, 2025	\$1,700.00 per year
January 01, 2026	\$1,750.00 per year

Orthodontic expenses are not included in the benefit year maximum. A separate lifetime maximum applies.

Dental coverage will end when the employee retired or reaches age 70, whichever is earlier.

The following are the dental expenses that are eligible under Plan 1; as in accordance with the Collective Agreement:

Plan 1 - Preventive Dental Procedures

Reimbursement: 100% of the dental fee schedule in effect for the Province of Newfoundland and Labrador, in each year of the Agreement.

- each of the following four (4) procedures is covered twice (2) in each calendar year provided that, for each service, a period of at least five (5) consecutive months has elapsed since the last such service was rendered.
- oral examination;

- Polishing and fluoride treatment (the cleaning of teeth);
- topical application of fluoride solutions.
- full mouth series of x-rays, provided that a period of at least twenty-four (24) consecutive months has elapsed since the last such service was rendered;
- Other x-rays:
 - 4 bitewing x-rays in any 6 month period
 - 4 x-rays of single teeth in any 60 day period
 - 2 occlusal x-rays in any 12 month period
 - 2 extra oral x-rays in any 12 month period
- extractions and alveolectomy at the time of tooth extraction;
- amalgam silicate, acrylic and composite restoration;
- dental surgery;
- diagnostic x-ray and laboratory procedures required in relation to dental surgery;
- general anaesthesia required in relation to dental surgery;
- endodontic treatment (root canal therapy);
- periodontic treatment (treatment of gums);
- necessary treatment for relief of dental pain;
- the cost of medication and its administration when provided by injection in the dentist's office;
- space maintainers for missing primary teeth and habit breaking appliance;
- consultations required by the attending dentist;
- relines and rebases to existing dentures
- pre-fabricated metal or plastic restorations; and
- scaling and root planning.

Plan 2 – Major Dental Procedures

Reimbursement: 50% of the dental fee schedule in effect for the Province of residence.

- provision of crowns;
- provision of an initial prosthodontics appliance (e.g., fixed bridge restoration; removable partial or complete dentures) if required because of the extraction of additional natural teeth while insured under the Plan;
- replacement of an existing prosthodontics appliance if:
 - it is required because of the extraction of additional natural teeth while insured under the Plan and the existing appliance could not have been made serviceable, only the expense for the portion of the replacement appliance replacing the additional teeth extracted is covered;
 - it replaces an existing appliance which is at least five (5) years old and cannot be made serviceable;
 - it replaces an existing appliance which was temporarily installed while insured under the Plan. The first replacement appliance is considered to be a permanent (as opposed to temporary) installation;
 - it is required because of the installation of an initial opposing denture while insured under the Plan;
 - it is required because of accidental bodily injury which occurs while insured under the Plan.
- repairs to existing dentures;
- procedures involving the use of gold when a reasonable substitute consistent with generally accepted dental practice would not have resulted in lower expense. If so, only the expense that would have been incurred for the reasonable substitute is covered.

Plan 3 - Orthodontic Treatment

Reimbursement: 50% of the current dental fee for schedule in effect for the Province of residence.

- All treatment rendered by an Orthodontist for the correction of malocclusions up to a lifetime maximum of \$2,500.00 and as per the Master Policy.

	\$2,500 per year
January 01, 2024	\$2,800.00 per year
January 01, 2025	\$2,900.00 per year
January 01, 2026	\$3,000.00 per year

VISION CARE BENEFIT

- (a) In accordance with the Collective Agreement, the Vision Care Plan will continue to provide coverage for the full cost of standard eyeglass lenses and frames when prescribed by a licensed Optometrist for anyone insured during any twenty-four (24) consecutive months, subject to a maximum of \$300.00. Also, if contact lenses are prescribed, but not for cosmetic purposes, the Plan will pay up to a maximum for anyone insured \$400.00 during any twenty-four (24) consecutive months.
- (b) The full cost of eye examinations with the premiums shared on a fifty/fifty (50/50) basis between the Company and the employee.

SUPPLEMENTARY HEALTH INSURANCE

In accordance with the Collective Agreement the present supplementary Health Insurance Plan will continue to remain in effect which covers all full time employees, their spouse and dependent children (as defined in Master Policy).

The individual shall be eligible for coverage for 100% of the cost of drugs and supplies that are prescribed in writing by a doctor or dentist and are obtained from a Pharmacist.

These individuals are eligible for payment of 100% of the cost of semi-private hospital accommodation and ancillary medical expenses such as prescription drugs, special nursing, ambulance service, etc. There is a deductible of \$25.00 single/family (applicable to all benefits except hospital) and no overall maximum applicable under the Program.

For Massage Therapy/Physiotherapy there shall be a maximum of:

	\$1,000 per year
January 01, 2024	\$1,100.00 per year
January 01, 2025	\$1,200.00 per year
January 01, 2026	\$1,300.00 per year

For Chiropractor there shall be a maximum of:

	\$600 per year
January 01, 2024	\$800.00 per year
January 01, 2025	\$900.00 per year
January 01, 2026	\$1,000.00 per year

For hearing aids there shall be a maximum of, per person, every six (6) years:

	\$800
January 01, 2024	\$900.00
January 01, 2025	\$1,000.00
January 01, 2026	\$1,100.00

The cost of hearing aids with the premium shared on a 50/50 basis between the Company and the employees.

For Licensed Psychologists, Licensed Speech Therapists, Naturopaths or Acupuncturists, Licensed Osteopaths, Podiatrists, Chiropractors, including x-ray examinations, there shall be yearly maximum of:

	\$300 per year
January 01, 2017	\$350 per year
January 01, 2018	\$400 per year
January 01, 2019	\$450 per year
January 01, 2020	\$500 per year

Full details of the Program are outlined in the Master Policy which can be obtained through the Company.

DEPENDENT LIFE INSURANCE

In accordance with the Collective Agreement, the present dependent Life Insurance Plan will continue to provide to the employee's spouse and dependent children (as defined in the Master Policy) the following amount of life insurance:

	<u>Amount of Insurance</u>
Spouse	\$ 10,000
Each dependent child	\$ 5,000

A waiver of premium provision will remain in effect without change.

NOTE: It should be noted that this Appendix is intended solely as a confirmation of the benefit to be offered and agreed upon by the Union and the Company. To review specific contractual limitations or exclusions of a particular benefit, reference must be made to the governing Master Policy, currently underwritten by **Canada Life, under Group Insurance Plan Master Policy No. 177899**, Chartis Insurance Company of Canada Policy No: BSC 902 0648-A and Browning Harvey Limited Pension Plan Master Policy No. GH590 and Royal Bank of Canada Pension Plan Contract Account No. #089427001

RE: Employee Benefits in accordance with the Collective Agreement between Browning Harvey Limited and the Newfoundland and Labrador Association of Public and Private Employees (Locals 3001 and 7003).

Both parties to the Agreement, the Newfoundland and Labrador Association of Public and Private Employees and Browning Harvey Limited, agree to the following:

1. Subject to Section 2 of this Memorandum, all regular employees shall receive benefits outlined in accordance with Appendix C of the Collective Agreement between Browning Harvey Limited and Locals 7003 and 3001 of the Newfoundland and Labrador Association of Public and Private Employees.
2. (i) Any regular employee making in excess of \$20,000.00 a year shall be eligible for all benefits as outlined in Appendix C of the Collective Agreement. The cost sharing arrangement between the employee and the Company shall be in accordance with Appendix C of the Collective Agreement.

(ii) Any regular employee making less than \$20,000.00 a year shall not be eligible for Long Term Disability and no premiums shall be deducted from these employees nor shall premiums for Long Term Disability be paid on behalf of these employees. Regular employees making less than \$20,000.00 shall be entitled to receive all other benefits in accordance with Appendix C of the Collective Agreement. The cost sharing arrangement between the Company and the employee while an employee is working with the Company shall be in accordance with the Collective Agreement.

Employees under sub-section (ii) agree the cost sharing arrangement while an employee is on layoff status shall be on a 75/25 basis: 75% paid by the employee, 25% paid by the Employer. This cost sharing arrangement shall be effective the date of signing and Long Term Disability.
3. In the case of a regular employee in receipt of Workers' Compensation, the cost sharing arrangements for benefits shall be as outlined in accordance with Appendix C of the Collective Agreement.
4. Should this Memorandum be violated, it shall be subject to the Grievance and Arbitration Procedures.

**LETTER OF AGREEMENT
BETWEEN
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND
PRIVATE EMPLOYEES
(Locals 3001 and 7003)**

HOURS OF WORK IN THE SHIPPING DEPARTMENT

Normal Operations:

The company will maintain a shift schedule as described in Article 16 (e.g. two shift operation, 6:30 a.m. to 3:00 p.m. and 3:00 p.m. to 11:30 p.m.).

The parties agree that the shift below shall be worked as required on any given working day and the work assignment shall be based on seniority. The status of the role will be reviewed on the anniversary date of signing.

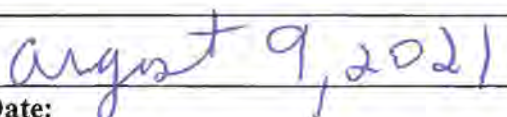
10:00 a.m. to 6:30 p.m.

The shipping schedule for GFW facility shall be as follows:

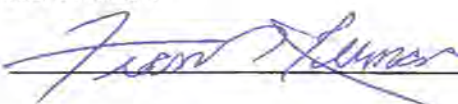
Early shift	7:30 a.m. to 4:00 p.m.
Second shift	10:00 a.m. to 6:30 p.m.
Friday (second shift)	9:00 a.m. up to 12:00 p.m. start

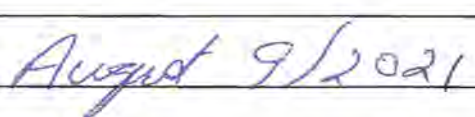
FOR THE COMPANY:




Date: _____

FOR THE UNION:





**LETTER OF UNDERSTANDING
BETWEEN
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC
AND PRIVATE EMPLOYEES
(Locals 3001 and 7003)**

**SELECTION OF UNIFORMS PURSUANT TO ARTICLE 7 OF THE
COLLECTIVE AGREEMENT**

It has been agreed between the Company and the Union that the selection of the uniform supplier for the first year of the contract shall be mutually agreed to within thirty (30) days of signing. The agreement on the supplier shall be subject to a yearly review.

The company shall endeavour to identify types and styles of uniforms for delivery to the employees in consideration to meeting standards for quality and competitive costs.

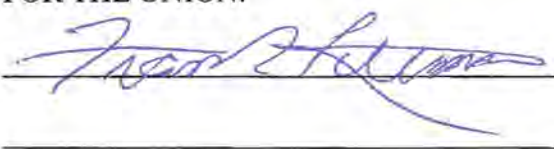
FOR THE COMPANY:

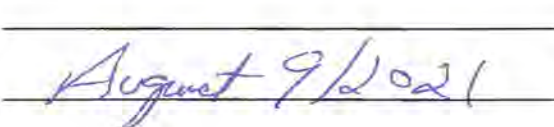




Date:

FOR THE UNION:





LETTER OF UNDERSTANDING
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)

RE: Determination for calculation of Pro-rata

It is further agreed during negotiations between the union and the company during the 2016 Collective Bargaining round:

1. That any individual that was not on pro-rata status as of **January 01, 2021** will not be considered for calculation of pro-rata for the period **January 01, 2021 to December 31, 2023** in the various articles of the Collective Agreement relative to pro-rata.
2. As of **January 01, 2024** any regular employee of the bargaining unit shall be subject to all articles of the Collective Agreement for Pro-rata.
3. Any individual on pro-rata as of **January 01, 2021** will continue to be subject to all articles of the collective Agreement for pro-rata.

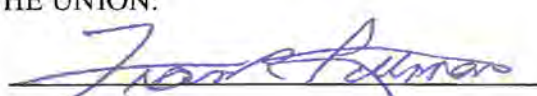
FOR THE COMPANY:



August 9, 2021

Date:

FOR THE UNION:



August 9, 2021

**LETTERS OF AGREEMENT
BETWEEN
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)**

Re. Letter of Understanding Regarding Retirement Window Program (The Lump Sum Payment)

Whereas the parties held discussions during the 2021 collective bargaining round regarding employees retiring, the parties agree to the following terms and conditions regarding the senior employees retiring from the regular seniority list.

Eligibility:

If an employee on the regular seniority list meets the following criteria:


- A. The employee is actively employed.**
- B. The combined age and credited service of that employee equals 85 and where the minimum service is 30 years and the minimum age is 55.**
- C. An employee on the regular seniority list as of May 27, 2011 who meeting the criteria in Point A and Point B, shall be eligible for the benefit noted below.**
- D. An employee with a seniority date on the regular seniority list subsequent to May 27, 2011, and prior to September 1, 2021, who meet the criteria in Point A and Point B above, shall be eligible for the benefit below if the total amount of their pension individual member account is below \$500,000 at date of normal retirement.**
- E. The amount of their pension individual member account noted in Point D shall be calculated to include their actual member account balance, plus any transfers from the account, (i.e. any transfer amount from the account and deemed rate of return from the transfer date to normal retirement date), any missed pension contributions and associated rate of return for missed earnings under Appendix B (e.g. missed contributions and associated rate of return due to illness, accident, leave of absence and not availing of the optional pension contribution noted in Appendix C). For clarity, after completing the calculation contained in Point E, if the member account calculation is above \$500,000 the employee is not eligible for the benefit noted below.**

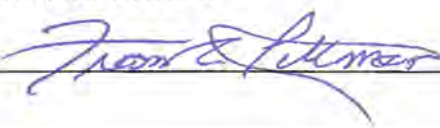
The Benefit:

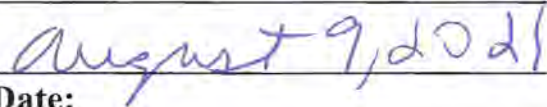
The retiring employee shall receive a lump sum payment of \$25,000 less required statutory deductions, in addition, to any pension to which he is entitled under the Pension Plan.

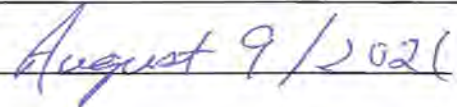
In addition, the retiring employee shall receive a separate lump sum payment in the amount of \$10,000 for the purpose of a purchase of an individual retiree medical plan.

Any employee added to the regular seniority list after the date of signing of this Collective Agreement shall not be entitled to any benefit above. This provision shall be regarded as irrevocable under this agreement.

FOR THE COMPANY:


FOR THE UNION:


_____ 
Date:

_____ 

**LETTERS OF AGREEMENT
BETWEEN
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)**

RE: Letter of Understanding regarding banked overtime

Whereas the parties held discussions during the **2021** collective bargaining round regarding banked overtime, the parties agree to the following terms and conditions regarding the banking of overtime (i.e. deferring of payment of overtime) with the goal to reduce layoffs during non-peak periods:

1. All employees on the regular seniority list shall be allowed to bank overtime.
2. Overtime shall be worked in accordance of the terms and conditions noted in article sixteen (16) inclusive.
3. Employees shall have the right to bank overtime at the applicable overtime rate (e.g. three (3) hours actually worked is four and one-half (4.5) hours banked time).
4. Any overtime worked that is less than one hour shall be paid and not subject to the overtime bank.
5. Employees must decide at the beginning of each year whether or not they will participate in the program and cannot alter this decision during the year.
6. The maximum amount of banked overtime an employee can accumulate in the banked overtime year (May 01- May 01) is to a maximum of forty (40) hours.
7. Banked overtime hours will firstly be used to substitute for a day, or days, during a week an employee is not scheduled or called into work. If banked overtime is used for this purpose inclusive an employee can rebuild the bank up to a maximum of forty (40) hours in the banked overtime year.
8. For banked overtime not used as per point seven (7), the employee shall provide the company with a minimum of sixteen (16) hours notice that a banked overtime day is being used. For the summer vacation schedule period all terms of article 12 will be complied with before banked overtime will be approved.
9. In the event an employee is scheduled to work, or called to work and is unavailable,

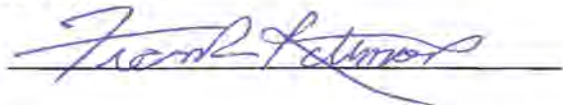
then bank overtime shall not be eligible to be used for payment for that day.

10. Any banked overtime balance remaining for an employee as of May 01 of each year shall be paid out to the employee.
11. In order to use a day of banked overtime for a day off a minimum of eight (8) hours banked time shall be accumulated.
12. Banked overtime used cannot be combined with other payment provisions covered in this collective agreement.
13. If an employee wishes to be paid banked overtime throughout the year, then a minimum of one pay period notice will be provided. The hourly rate of payment for banked overtime shall be the employee rate of pay for his regular classification.
14. In addition to the banked overtime amount noted above an employee can designate an additional **eighty (80)** hours of banked overtime which can only be paid out as noted in point thirteen (13) above. Any designated banked overtime over forty (40) in a banked overtime year shall automatically be designates in this matter.
15. Temporary employees can designate up to forty (40) hours of banked overtime which can only be paid out as noted in point thirteen (13) above. To clarify, Point ten (10) and Point fifteen (15) are the only applicable points for Temporary Employees within this letter.

FOR THE COMPANY:



FOR THE UNION:



Date:

August 9, 2021

August 9, 2021

**LETTERS OF AGREEMENT
BETWEEN
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)**

RE: Seasonal Employees Hiring Program

This Letter of Understanding is to establish a seasonal hiring program for employees of the bargaining unit with long term service to the company (over thirty (30) years on the regular seniority list and who is fifty-five (55) years of age) who resigns from the company and remains eligible for re-hire. In addition, the resigning employee is interested in returning to seasonal employment with the company.

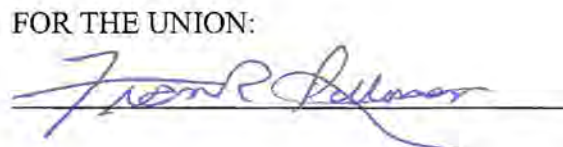
The purpose of the seasonal hiring program is for the company to access to experienced, knowledgeable and capable individuals with long service with the company. This will provide the opportunity for temporary and seasonal work opportunity during peak business periods for such long term employees. The following terms and conditions shall apply to the seasonal employee program:

1. To be eligible for the seasonal employment hiring program, an employee shall have thirty years regular seniority list service, is over 55 years of age and has resigned from the regular seniority list.
2. When an employee is considering resigning from the company and wishes to be considered for the seasonal employees hiring program an application is made to Human Resources. The company will have up to forty-five (45) days to respond to this request. The company reserves the right to refuse an application for the season hiring program if it has reasonable grounds to believe that the request may interfere with business operations or if there is not an operational need to add to the seasonal employee list.
3. Upon acceptance to the program and resigning from the company, the employee will start participation in the seasonal employment hiring program at the start of the next seasonal hiring period or within a maximum of sixty (60) calendar days and will advise the company in writing of a start date to commence call-in.
4. Employees participating in the seasonal employee hiring program will be subject to call-in from May 01- September 30 and November 01-December 31 of each year.
5. An employee may sign up one time only for a maximum term of five (5) consecutive years. However, the employee may ask to terminate eligibility for the program by providing two (2) weeks' notice in writing.

6. Employees participating in the seasonal employee hiring program shall be maintained in a separate seniority list from regular, temporary and **summer employees**.
7. Employees participating in the seasonal employee hiring program will have a seniority date as the date of commencing participation in the program.
8. Once regular employees have been called to work, seasonal employees shall be called in order of seniority for any role the individual shall qualify for without any further training for the purposes of filling vacancies in operational needs up to forty hours per week. However, the company does agree to provide the opportunity for employees to renew any required certifications (e.g. forklift certification) for positions which the individual qualified for prior to signing up for the seasonal employees employment hiring program. For clarity, seasonal employees will be called in prior to temporary and **summer employees**.
9. In recognition of the previous long service, employees participating in the seasonal employment program will be paid the classification rates as noted in Appendix B.
10. All other terms and conditions for temporary employees shall apply to employees participating in the seasonal employee program except seasonal employees shall not accumulate service for purposes of article 9:03 (c)(i).

The company shall inform the union, in writing, when anyone signs up or resigns from this program indicating the date this program will begin.

FOR THE COMPANY:


FOR THE UNION:


August 9, 2021
Date:

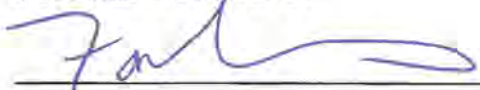
August 9/2021

**LETTERS OF AGREEMENT
BETWEEN
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)**

RE: Product Donations


The Company agrees to provide the bargaining unit a maximum of **75 cases** of cans or **500ml Aquafina water** per calendar year for donation to various non for profit organizations. It is understood that both parties shall agree to the organization to which the donation is made. It shall be regarded that both the Company and the Union will be regarded as jointly making the donation to the organization.

FOR THE COMPANY:



August 9, 2021
Date:

FOR THE UNION:



August 9/2021
Date:


**LETTERS OF AGREEMENT
BETWEEN
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)**

Re: Labrador Product Delivery

The parties to this agreement agree to the following as it relates to the above-referenced topic of Labrador Product Delivery:

1. The Union and the Company recognize that, from time-to-time, in order to deal with challenges associated with product supply and accuracy of inventories of distribution, in particular, during adverse weather normally associated with winter months, the Company may be required to purchase from a Quebec supplier.
2. The Company agrees that it will not expand the practice of shipping from the Quebec suppliers for either the **Twin City** or Norlab distribution operations beyond current levels.
3. If, in the future for any reason, the Company finds it necessary to change the distribution in Labrador, it will consult with the Union in advance to discuss relevant issues.

FOR THE COMPANY:



Date: August 9, 2021

FOR THE UNION:

**AGREEMENT
-BETWEEN-
BROWNING HARVEY LTD.
-AND-**


NEWFOUNDLAND AND LABRADOR ASSOCIATION PUBLIC AND PRIVATE EMPLOYEES

WHEREAS the parties have agreed that the work of the bargaining unit will be increased by the assignment of work to perform the preventative mechanical maintenance, installation and repair of company owned snack vending machines the parties have agreed to the following understandings and conditions precedent to the assignment of such work as bargaining unit work:

1. Upon signing this letter of understanding the work for the preventative mechanical maintenance, installation and repair of company owned snack vending machines shall be included in the scope of work of the bargaining unit.
2. The above noted scope of work shall be ordinarily assigned under the serviceman job classification.
3. The parties agree that all other activities related to snack vending equipment shall remain outside the scope of the bargaining unit and shall not be included or treated as work of the bargaining unit. For clarity examples of excluded work and/or activities shall include snack vending machine product shipping, receiving or product replenishment (stuffing and de-stuffing) of the machines.
4. The parties agree that a product storage area shall be established at the company facility for the storage of the snack vending product where the receiving, shipping and any other product or product picking, packing, or any handling of the product shall not be subject to the terms of the existing Collective Agreement or any renewals of it and shall remain outside the scope of the work of the bargaining unit.
5. The union agrees that any preventative mechanical maintenance, installation and repair of company owned snack equipment that could have occurred prior to the signing of this letter of understanding is not a violation of the collective agreement and the grievance(s) claiming such a violation shall be withdrawn and deemed settled by this Agreement.

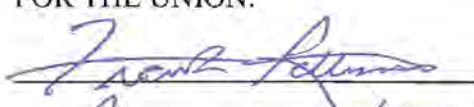
This Agreement shall continue in full force and effect until the parties by Agreement agree to amend or terminate it. This agreement shall not be considered as a part of the collective agreement but a violation of its terms allegation may be processed under the grievance and arbitration procedures of the then existing Collective Agreement between the parties.

FOR THE COMPANY:



August 09, 2021
Date:

FOR THE UNION:



August 9/2021

**LETTER OF AGREEMENT
BETWEEN
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**

RE: Items addressed during the 2006 Collective Bargaining Round.

During the 2006 Collective Bargaining Round, the company and the union agreed to the following items:

1. The company agrees that upon ratification of the Agreement, Local 7003 **and Local 3001** will commence the completion of equipment service delivery and pick-up which is currently being performed by an outside contract. Such work will be subject to the serviceman job classifications and all other terms of this Collective Agreement.
2. The company agrees that upon ratification of the Agreement, Local 7003 **and Local 3001** will commence completing pre-mix and post-mix sanitation on company equipment. Such work will be subject to the serviceman job classification. Subject to business fluctuations and work level requirements, it is estimated that the addition of bargaining unit work for points one and two will likely increase the Service Department manning requirements by one and one half positions.

FOR THE COMPANY:



August 9, 2021

Date:

FOR THE UNION:



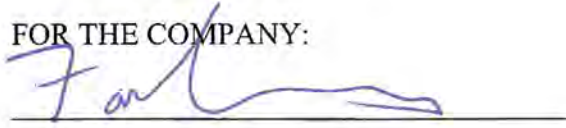
August 9/2021

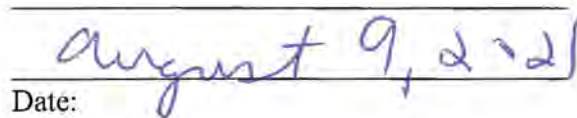
LETTER OF UNDERSTANDING
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)

RE: Early Start to Regular Day Shift Production


The parties agree that a regular day shift as per Article 16.01 (c), on a particular day, to be designated as starting at 6:30 a.m. at any time of the year for production lines only. This shall be by mutual agreement between the Company and Union. In the event there is not mutual agreement between the Company and the Union, the regular day shift for production shall commence as per Article 16.01 (c).

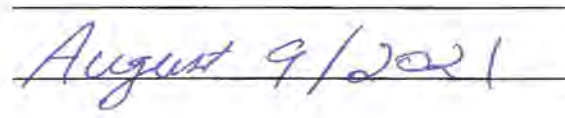
FOR THE COMPANY:




Date: _____

FOR THE UNION:





LETTER OF UNDERSTANDING
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)

RE: Sanitation Hours

Whereas the parties agree that the Sanitation working hours are unique to all other areas of the bargaining unit the following hours of scheduling shall apply:

The regular daily work period for employees in the Sanitation Department shall be scheduled and worked between the hours of 4:00p.m. and 12:00a.m. (midnight) for a one shift operation.

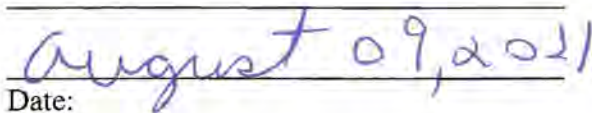
The regular daily work period for employees in the Sanitation Department shall be scheduled and worked between the hours of 8:00p.m. and 4:00a.m. for a two shift operation **and/or during CAT3/CAT4 production requirements.**

The regular daily work period for employee in the Sanitation Department shall be scheduled and worked between the hours of 6:30p.m. and 2:30a.m. for a planned single overtime shift.

By mutual agreement between the Company and the Union the above working hours may be altered.

FOR THE COMPANY:

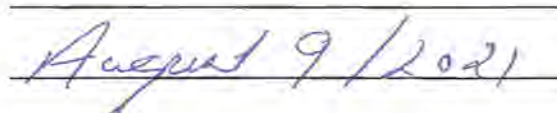




Date:

FOR THE UNION:





LETTER OF UNDERSTANDING
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)

RE: Service

The parties agree that an employee classified as Serviceman in the Service Department in each seniority group 3001 and 7003 can be assigned work in any Geographical Area of Newfoundland covered by this agreement to complete service work as required.

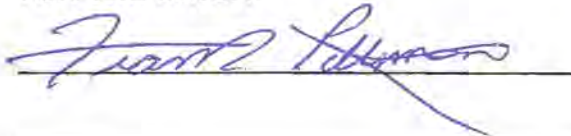
FOR THE COMPANY:



August 9, 2021

Date:

FOR THE UNION:



August 9/2021

LETTER OF UNDERSTANDING
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)

RE: New Permanent Positions

As a part of the 2021 Agreement negotiations, and upon the signing of this Agreement, it is agreed amongst the parties to this Collective Agreement the following:

Syrup Room Technician

1. A Syrup Room Technician will be appointed based on seniority related to individuals who are currently qualified in the Relief Syrup Room Technician role.

Forklift

2. Upon signing the Collective Agreement, the parties agree to post a permanent production forklift role within a reasonable period of time.

Lead Hand Sanitizer

3. Upon signing the Collective Agreement, the parties agree to post a permanent Lead Hand Sanitizer within a reasonable period of time.

FOR THE COMPANY:



August 9, 2021
Date: _____

FOR THE UNION:



August 9/2021

LETTER OF UNDERSTANDING
BROWNING HARVEY LIMITED
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(Locals 3001 and 7003)

RE: PET Plant Lead Hand Work Assignment

As a part of the 2021 Agreement negotiations, and upon the signing of this Agreement, it is agreed amongst the parties to this Collective Agreement the following:

Lead Hand B – New Permanent Position

1. The permanent Lead Hand B will be appointed based on seniority related to individuals who are currently qualified in the Relief Lead Hand B role.
2. As per the Lead Hand B job description from Appendix A, the parties agree that the start-up of the compressor shall be included in this job classification.
3. The successful individual will be required to complete the requirements of the compressor operator certification. Prior to accepting the position, the individual noted in Point 1 shall commit to completing the training requirements noted in Point 2. The successful individual will be the first individual in the PET plant to complete the certification.

Transition Process for Compressor Operator Start-up

On a go forward basis, the compressor operator start-up shall be the responsibility of the permanent Lead Hand A, and the permanent Lead Hand B, role subject to the following transitional process:

1. The person that completes the Compressor Operator certification in accordance with Point 1, 2 & 3 above shall be paid a \$0.74 certification premium per hour worked as the permanent Lead Hand B classification.
2. The current permanent Lead Hand A shall not be required to complete the requirements of the Compressor Operator certification unless he agrees to do so. The time limit on this provision is one (1) month from the signing of this Collective Agreement.
3. In the event the current Lead Hand A decides to and completes the Compressor Operator certification, upon certification he shall be paid a \$0.74 certification premium per hour worked as the permanent Lead Hand A classification.

4. If the current permanent Lead Hand A decides not to complete the Compressor Operator certification, the current qualified Maintenceman A shall be responsible for compressor start-up.
5. Until such time that either the current Lead Hand A, or permanent Lead Hand B, are certified as compressor operators, the current Maintenceman A, who is qualified, shall start-up the compressor.
6. Upon retirement of the current Lead Hand A, the replacement permanent Lead Hand A shall have the requirements noted in the job classification for Lead Hand A and shall be required to complete the requirements of the Compressor Operator certification. Upon certification, he shall be paid a \$0.74 certification premium per hour worked while working in the permanent Lead Hand A classification.
7. One maintenance employee shall be required to complete the Compressor Operator certification. The time limit on this provision is one (1) month from the signing of this Collective Agreement. In the event a senior employee declines the opportunity to complete the certification or is unsuccessful within the time lines of the training requirements, the least senior maintenance employee shall be required to complete the certification within the time lines of the training requirements.
8. Upon attainment of the one maintenance employee in Point 7 achieving the Compressor Operator certification, he shall be paid a \$0.74 certification premium per hour worked as the permanent Maintenceman A classification and shall be available as required for compressor start-up in the event the certified Lead Hand A and Lead Hand B are not available to complete the start-up requirement.
9. Upon retirement of Wade Barrett, another maintenance employee shall be required to complete the Compressor Operator certification. In the event a senior employee declines the opportunity to complete the certification or is unsuccessful within the time lines of the training requirements, the least senior maintenance employee shall be required to complete the certification within the time lines of the training requirements. Upon completion of the Compressor Operator certification, the term of Point 8 shall apply.

FOR THE COMPANY:

Forbes

Date

August 9, 2021

FOR THE UNION:

Frankie Redman

August 9/2021

