



**COLLECTIVE AGREEMENT
BETWEEN**

PURITY FACTORIES LIMITED

And

**NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**

Expiry Date: June 25, 2026

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Purpose.....	1
2	Recognition.....	1
3	Union Security.....	1
4	Interpretation.....	2
5	No Discrimination.....	3
6	Management Rights.....	3
7	Grievance & Arbitration Procedure.....	3
8	Union Business.....	6
9	Bulletin Board.....	7
10	Seniority, Promotions, Layoff & Recall.....	7
11	Hours of Work and Overtime.....	11
12	Guaranteed Pay.....	13
13	Night Premium.....	13
14	Convenience.....	14
15	Changes in Classification.....	14
16	Paid Vacations.....	14
17	Statutory Holidays.....	16
18	Wages & Classifications.....	17
19	Employee Benefits.....	17
20	General.....	18
21	Leave of Absence.....	20
22	Sick Leave.....	21
23	Compassionate Leave.....	22
24	Severance Pay.....	22
25	Duration of Agreement.....	23
26	Supervisors Working.....	23
27	Personnel Files.....	23
	Appendix.....	24
	Schedule "A" - Salaries.....	26
	Letters.....	27

THIS AGREEMENT made this 23rd day of November two thousand twenty-one.

BETWEEN: **PURITY FACTORIES LIMITED**, of 96 Blackmarsh Road, St. John's, Newfoundland, an Employer organized and existing under the laws of Newfoundland and having its registered office at St. John's, Newfoundland,

(hereinafter called "the Employer")

AND: **THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**, of St. John's, Newfoundland,

(hereinafter called "the Union")

ARTICLE 1 PURPOSE

1.01 The Employer and the Union each agree that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one party to the other, to formulate rules and govern the relationship between the Union and the Employer, to promote efficiency and services and to set forth herein the basic agreement covering rates of pay, hours of work, dispute procedure and other conditions of employment.

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees working in a classification covered by Schedule "A".

ARTICLE 3 UNION SECURITY

3.01 **Membership Requirements**

All employees of the Employer shall become and remain members in good standing of the Union according to the Constitution and By Laws of the Union when they acquire Seniority Rights.

3.02 **New Membership Requirements**

All new employees of the Employer shall become and remain members in good standing of the Union according to the Constitution and By Laws of the Union when they acquire Seniority Rights.

3.03 **Dues Check Off**

The Employer shall deduct from every employee coming within the Bargaining Unit, the weekly dues and initiation fees of the Union. The Union shall inform the Employer of the authorized Union dues to be deducted.

3.04 **Deductions**

Deductions shall be forwarded to the President of the Union not later than the fifteenth (15th) day of the month. The Employer will forward to the Union with the first dues deductions cheque following the signing of the Agreement, a list which shows the employee's full name, classification title and social insurance number. Each month thereafter, a list showing additions and deletions will be forwarded with the dues deductions cheque.

3.05 **T4 Slips**

The Employer agrees when issuing T4 slips the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on his/her T4 statement.

3.06 **Information - New Employees**

The Employer agrees to inform new employees with the fact that a Union Agreement is in effect and with the conditions set out in this Article dealing with Union membership and dues check off.

3.07 **Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Local President.

ARTICLE 4 INTERPRETATION

4.01 **Interpretation**

Throughout this Agreement:

- (a) the masculine includes the feminine.
- (b) the plural includes the singular, and vice versa as the context may require.
- (c) the Union is the Newfoundland and Labrador Association of Public and Private Employees.
- (d) The Employer is Purity Factories Ltd.

- (e) Employee(s) means someone working under a classification in Schedule "A" of this Agreement.

ARTICLE 5 NO DISCRIMINATION

- 5.01 There shall be no discrimination, interference, restraint or intimidation by either the Employer or the Union because of membership or non-membership in the Union.

ARTICLE 6 MANAGEMENT RIGHTS

- 6.01 It is expressly understood, agreed and declared that, subject to the terms and conditions of this Agreement, nothing herein shall be interpreted as limiting the Employer in any way in the exercise of the regular and customary functions of management, including the introduction of technical improvements and changes in the methods of operation, and the right to engage, layoff, promote, transfer, and for just and reasonable cause to reprimand, suspend or discharge. Employees shall perform reasonable duties to which they may from time to time be assigned and it is understood that the Employer is entitled to receive a fair day's work from each employee. An employee having a complaint concerning a work assignment shall, nevertheless perform the same, after which such complaint may then be presented through the procedure herein provided.

ARTICLE 7 GRIEVANCE & ARBITRATION PROCEDURE

7.01 Definition of Grievance

A grievance is defined as a dispute arising out of the interpretation, application or alleged violation of this Collective Agreement. There shall be no lockout by the Employer or any strike, slowdown, stoppage of work or interference of the Employer's business by the Union or its members, but such grievances shall be settled by the procedure outlined in this Article.

7.02 Grievance Procedure

An earnest effort shall be made to settle grievances fairly and promptly in the following manner;

Step 1

The aggrieved employee shall within five (5) working days of the occurrence of the alleged grievance, submit his/her grievance to a Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned, together with the Shop Steward, may within five (5) working days following receipt of the grievance, submit the grievance, in writing, to the employee's Supervisor outlining the alleged violation and redress sought. The Supervisor shall reply within three (3) working days.

Step 3

Failing a satisfactory answer at Step 2, the Steward may within a further five (5) working days submit the grievance to the Employer which shall include a written statement outlining the particulars of the grievance and redress sought. The Employer shall form a committee consisting of four (4) persons comprising a full time union representative, the local union president, an employer representative and outside employer consultant. One of the employer representatives shall chair the meeting. If the matter is not resolved by the committee, the Employer shall give its final position to the grievor within ten (10) calendar days of the committee meeting.

Step 4

Failing settlement being reached in Step 3, either party may refer the grievance to arbitration within ten (10) calendar days following the Employer's decision at Step 3.

7.03 Reference to Arbitration

- (a) If the grievance is referred to arbitration, in writing, by one of the parties, the notice shall contain the name of three (3) Arbitrators. If, within the ten (10) days following the receipt of notice the parties cannot agree upon an Arbitrator, then either party may request the Minister responsible for the *Labour Relations Act* to appoint an Arbitrator. All grievances referred to arbitration will be heard within one (1) year.
- (b) The Employer and the Union shall investigate using expedited arbitration to resolve some of the grievances

7.04 Decision of the Arbitrator

The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing one, nor to give any decision inconsistent with the terms and provisions of this Agreement.

7.05 Arbitrator's Decision Final

The Arbitrator shall hear the grievance and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.

7.06 **Cost of Arbitration**

The parties shall share equally the costs and expenses of the Arbitrator.

7.07 **Unjust Dismissal**

If an employee is dismissed and feels that he/she has been unjustly dealt with, he/she shall promptly notify his/her Shop Steward, who shall within three (3) working days of receipt of notice of dismissal by the aggrieved employee, notify the Plant Superintendent, in writing, stating the grounds of objection to the dismissal. The dismissal shall then constitute a grievance and shall be dealt with according to Clause 7.02, beginning with Step 3. If, subsequently, it is decided that the employee was unjustly dismissed, he/she shall be reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost at his/her regular rate of pay.

7.08 **Policy Grievance**

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union or the Employer may initiate a grievance at Step 3.

7.09 **Union may Originate Grievances**

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.

7.10 **Facilities for Grievance Meetings**

The Employer shall supply the necessary facilities for the grievance meetings.

7.11 **Mutually Agreed Changes**

Any mutually agreed changes to the Collective Agreement made in accordance with Clause 25.03 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

7.12 **Technical Objections to Grievances**

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographic, or similar technical error or by the inadvertent omission of a Step in the Grievance Procedure.

7.13 **Time Limits in the Mail**

When a grievance is processed through the mail, all correspondence shall be by registered or certified mail. The time while the mail is moving from one destination to another shall not be considered in the Grievance Procedure time limits.

7.14 **Local President**

Where reference is made throughout the Grievance Procedure to Shop Steward, it is agreed that the Local President may process a grievance if deemed desirable by the Union.

ARTICLE 8 UNION BUSINESS

8.01 **Number of Shop Stewards**

The Employer recognizes the right of the union to appoint four (4) shop Stewards. One of these Shop Stewards shall be the Local President.

8.02 **Duties of Shop Steward(s)**

The duties of the Shop Steward shall not interfere with his/her work as an employee of the Employer. The union shall notify the Employer, in writing, of the name of each Shop Steward and the department he/she represents before the Employer shall be required to recognize him/her. A Shop Steward shall be allowed to leave work without any loss of wages for a short time to attend grievances. The Shop Steward shall not leave his/her work area or talk to other employees without the permission of his/her supervisor. An employee, if he/she so desires, shall have the right to have his/her Shop Steward present during any meeting with management personnel concerning the disciplining of the employee.

8.03 **Time Off for Negotiations**

The Employer agrees to pay not more than four (4) employees who are members of the Union's negotiating committee for the time spent in negotiating a new agreement with the Employer during their normal workday. The union shall notify the Employer of the employees on the union's negotiating committee prior to the commencement of negotiations.

8.04 **Union Access**

Union officials shall be permitted to enter the plant to attend to Union business provided permission has been obtained from Management. Employees involved in discussions with the Union officials shall not leave their work area without permission from their Supervisor.

8.05 **Leave for Union Business**

The Employer shall allow two (2) employees a leave of absence without pay and without loss of seniority to attend to the business of the Union. Such leave shall not exceed a total of ten (10) working days in any calendar year. If operational requirements permit, additional leave shall be permitted without pay and without loss of seniority for Union business. Requests for leaves of absences for Union business shall be in writing from the Union office.

8.06 **Educational Leave**

The Employer agrees to three (3) days paid Educational leave for one (1) employee per year.

8.07 **Leave of Absence to be Full-time Union Representative**

The Employer may grant, on written request, leave of absence without pay for a period of two years, for an employee selected for a full time position with the Union, without loss of seniority. Employees shall not accrue any benefits during such period of absence. In the year in which the employee leaves and returns, all monetary benefits shall be pro rated. Group benefits under Article 19 shall be terminated at the end of the month in which the employee leaves and shall be reinstated immediately upon the employee's return.

ARTICLE 9 BULLETIN BOARD

9.01 The Union shall be permitted to install and maintain a suitable bulletin board in a suitable place on Employer property for the purpose of posting notices of interest to employees.

ARTICLE 10 SENIORITY, PROMOTIONS, LAYOFF & RECALL

10.01 **Seniority**

Seniority shall be on a plant wide basis. Layoff means the temporary cessation of employment.

10.02 **Right to Accept Layoff or Bump**

Any employee whose position is affected by the Employer's decision to layoff shall have the right to either accept layoff, or if the employee affected by the employer's decision to layoff has greater seniority than other employees in the plant, he/she shall bump these employees as outlined in Clause 10.03, or if the employee affected by the Employer's decision to layoff does not have greater seniority than other employees in the plant, then he/she shall accept layoff.

10.03 **Bumping Procedure**

- (a) If the employee affected by the Employer's decision to layoff has more seniority than other employees in the plant, the employee shall select the classification in which he/she has the ability and qualifications necessary to enable him/her to properly do the work. The employee shall bump the most junior employee in that classification.
- (b) If the employee being bumped in Clause 10.03(a) is more senior than other employees in the plant, then Clause 10.02 and 10.03(a) shall apply.

- (c) Any employee under Clause 10.03(a) of this Agreement who wishes to exercise his/her rights to bump another employee with less seniority who is not being laid off, shall notify management, in writing, no later than 5:00 p.m. on Tuesday following the notice of layoff.
- (d) Management will notify employees who are being bumped and the employees who are successful in bumping no later than 5:00 p.m. on Friday following the bumping request of the employees.
- (e) Employees being bumped and/or unsuccessful employees under (d) above shall notify management by the following Monday of their wish to exercise his/her right to bump another employee with less seniority who is not being laid off. The second round of bumping will take place as quickly as possible.

10.04 **Recall Procedure**

- (a) Employees on layoff shall be recalled in order of seniority provided that the employee being recalled has the ability and qualifications necessary to enable him/her to properly do the work.
- (b) The Employer shall give as much notice as possible of a recall.

10.05 **Notice of Layoff**

An employee being displaced by a more senior employee shall be deemed to have been given a notice of layoff on the same date that the notice was given to the employee affected by the Employer's decision to layoff. All names, and dates of employees to be laid off or on layoff, shall be posted.

*10.06 **Job Postings**

- (a) The Employer shall post permanent vacancies within the bargaining unit in accordance with (b) below, if the position has been filled temporarily for three (3) accumulative weeks in a two (2) month period. For the purpose of this clause, a permanent vacancy shall mean a vacancy created because the employee in the position has either lost seniority in accordance with clause 10.10 or has been promoted or permanently transferred to another position; or a new classification.
- (b) Any opportunities for promotion in the job categories outlined in Schedule "A" shall be posted on the bulletin board and any employee may submit his/her application, in writing, to the appropriate member of management within forty-eight (48) hours of the posting going on the bulletin board. In the event that an eligible employee is away from work due to illness or vacation at the time of the posting of such notice, he/she shall be contacted and advised of the posting and given the opportunity to apply.

- * (c) Should the successful applicant not be able to perform the duties of the position, for medical reasons, within the first three hundred and twenty (320) hours of being promoted or should he/she not be satisfactory to the Employer, he/she shall be returned to his/her former position, wages and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of employees shall be returned to his/her former position, wages and without loss of seniority. This provision only applies to promotions. Upon successfully completing the three hundred and twenty (320) hour training period, the successful employee will be notified in writing to that effect.

10.07 **Role of Seniority in Promotions, Transfers & Layoff**

In the event of a promotion in excess of four (4) continuous weeks, a reduction of staff, rehiring of employees after a layoff or a permanent transfer, the principle of seniority shall govern the matter provided the employee in question possesses the ability and qualifications necessary to enable him/her to properly fill the vacancy. Ability and qualifications shall be decided by Management; but, if disputed, may be taken up as a grievance in accordance with Article 7 of this Agreement entitled "Grievance and Arbitration Procedure".

10.08 **Layoff**

Any employee who has acquired seniority rights and is laid off due to a shortage of work in his/her department shall be considered eligible to fill a vacancy in any other department of the Employer in accordance with the procedure outlined in Clause 10.02 and 10.03, provided the employee in question possesses the ability and qualifications necessary to enable him/her to satisfactorily fill the vacancy. Ability and qualifications shall be decided by the Management.

10.09 **Seniority Rights**

- (a) Employees hired after October 4, 1997, shall be on probation and shall not acquire seniority rights until they have worked 480 hours of work. Once they have worked 480 hours of work, their seniority date shall be twelve (12) weeks prior to the date that they completed the 480 hours. These employees shall earn the benefits of the agreement, once they have completed their probationary period, on a pro rated basis. Their drug card will be cancelled at the end of the month in which they are laid off until they complete five (5) years of employment, then their drug coverage will continue during layoff.
- (b) Where the employee has been rehired following a loss of seniority under clause 10.10, he/she shall not be required to work a new probationary period, and shall not be given credit for previous service with the Employer.
- (c) Probationary employees may be terminated at any time without reference to seniority and the Employer shall be under no obligation to rehire probationary employees. Probationary employees shall not be entitled to any monetary benefits of the Agreement.

- (d) It is the responsibility of each employee to keep the Employer office advised of his/her address, telephone number, or where a message may be left.
- (e) In the event of a layoff, an employee who is recalled shall retain his/her previous Employer service as part of his/her seniority. In calling employees back to work after a layoff and according to seniority, the employee and the Shop Steward will be notified in the most expedient manner at the last known address on record with the Employer.

10.10 **Loss of Seniority**

The seniority of an employee shall be considered lost and the employee terminated when he/she:

- (a) Voluntarily leaves the service of the Employer;
- (b) Is discharged for cause;
- (c) Fails to return to work without cause;
- (d) Has been laid off for fifteen (15) consecutive months;
- (e) An employee who is off on illness or disability in excess of twenty-four (24) months shall not be entitled to any benefits of this agreement except for seniority for layoff and recall purposes only. After sixty (60) months of being off on illness or disability, the employee shall lose his/her seniority. An employee who returns to work after the twenty-fourth (24th) month and before the sixtieth (60th) month will receive the benefits of the agreement on a pro rated basis for the year in which he/she returns to work from illness or disability; or,
- (f) Is absent for three (3) consecutive working days without good and proper reason, or without first securing permission from the Employer may be considered to have left the Employer service of his/her own accord.
- (g) Is off on illness or disability (including Workers' Compensation benefits) and is being retrained and accepts training with another Employer, shall lose his/her seniority when he/she accepts training.

10.11 **Seniority Roster**

A seniority roster shall be posted by the Employer in February and September of each year, showing the employee's name, classification, date employed and seniority. Employees shall have thirty (30) calendar days from the date of posting in which to bring to the Employer's attention any errors or omissions which may appear on the seniority roster.

ARTICLE 11 HOURS OF WORK AND OVERTIME

*11.01 Hours of Work

(a) Regular Hours of Work

The regular hours of work shall be eight (8) hours per day, Monday through Friday, the regular working hours will be as follows:

- *- All Preparation Bakery employees: 7:45 a.m. to 11:45 a.m. and 12:15 p.m. to 4:15 p.m., Monday through Friday.
- All other employees, except employees of the Shipping Department: 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m., Monday through Friday. The Shipping Department lunch period shall be between the hours of 12:00 noon and 2:00 p.m.
- It is understood and agreed that due to the nature of our business in order to operate the plant during the regular work hours, as outlined, it is necessary for certain employees to start work before and after the regular starting time.
- It is understood and agreed that when required for production purposes, the lunch period shall be staggered. If the lunch period is to be staggered, the employees will be notified the previous day.

(b) Special Projects

If there is a need for flexibility on the hours of work, the Employer and the employees shall agree on the hours of work for the special projects.

- (c) In the event overtime is required by the Employer beyond the regular hours of work, as defined in (a) above, employees shall be guaranteed a minimum of fifteen (15) minutes pay and required to work the full fifteen (15) minutes.

11.02 Call in Hours

If employees are called in to work either in the morning or afternoon, they shall be guaranteed a minimum of four (4) hours for that period.

11.03 Overtime Rate

All time worked before and after the regular working hours as specified in Clause 11.01 above shall be paid for at the rate of time and one half, except where other provisions of this Agreement call for a higher rate, however, should an employee be absent from work and such absenteeism is not the fault and/or the responsibility of the Employer, at any time during the regular hours of labour, such employees will not be paid overtime for that day until the regular hours have been worked by the employees, with the exception of employees who will receive time and one half for all hours worked before the regular starting time.

11.04 **Double Time**

Overtime rates of double time shall be paid for all work performed in excess of twelve (12) hours in any twenty-four (24) hour period, and for all time worked on Sunday.

11.05 **Overtime Assignment**

Employees should not be required to work in excess of two (2) overtime periods per week. Employees may, however, be asked to work more than two (2) overtime periods per week. An overtime period would be considered one-half (1/2) hour or more.

11.06 **Notice of Overtime**

The Employer shall give employees at least two (2) hours notice of any overtime to be worked provided that such overtime exceeds one (1) hour. If this notice is not given, the employees shall not be required to work the overtime.

11.07 **Rest Before or During Overtime**

If an employee is scheduled to work overtime for one (1) hour or more, a fifteen (15) minute break will be given before the overtime commences and a fifteen (15) minute break after two (2) hours if the overtime is expected to be three (3) hours or more.

11.08 **Overtime by Seniority**

- (a) Overtime shall be assigned in order of seniority, in the department, provided that the employee has the ability and qualifications necessary to enable the employee to perform the required overtime. The Employer shall decide on the employee's ability and qualifications.
- (b) If employees are unavailable for overtime within their own Department, then the most senior qualified employee within the plant, who has the ability and qualifications necessary to enable the employee to perform the required overtime, shall be offered said overtime. The Employer shall decide the ability and qualifications.

11.09 **General Maintenance Overtime**

The Employer agrees that when regular employees are used for general maintenance on an overtime basis that the overtime will be assigned in order of seniority, provided that the employee has the ability and qualifications necessary to enable the employee to perform the required overtime. Ability and qualifications to be determined by the Employer.

11.10 **Rest Periods**

The Employer agrees to grant rest periods of fifteen (15) minutes each during the morning and afternoon shifts. Such rest periods shall be on Employer time and that except in cases

of personal necessity employees shall not ask for or take additional time off during the workday. The Union agrees that the rest periods are a privilege and should not be abused.

ARTICLE 12 GUARANTEED PAY

12.01 Guaranteed Pay

Each employee who has completed twenty-six (26) weeks of service with the Employer shall be paid not less than the equivalent of forty (40) hours for each five (5) day working week, provided:-

- (a) He/she reports for work for all of each working hour assigned by the Employer.
- (b) He/she performs whatever work the Employer assigns.

12.02 Reduction in Guaranteed Pay

Notwithstanding Clause 12.01, any employee who is tardy or absent from work on any day or part of a day that he/she is scheduled or directed to work, shall have his/her guaranteed pay reduced by the time so lost.

12.03 Guaranteed Pay not Hours

The parties understand and agree that the foregoing guaranteed provisions are based on pay and not on hours of work and that the Employer has fully complied with the provisions of this guarantee when an eligible employee has been paid a sum of money equal to his/her regular rate of pay for forty (40) hours including compensation paid to him/her in excess of his/her straight time regular rate of pay for hours of productive work.

12.04 Guaranteed Pay - New Employees

Notwithstanding anything contained in this Article, new employees hired after August 25, 1989 shall not be entitled to the guaranteed pay until they have completed five (5) years of service.

ARTICLE 13 NIGHT PREMIUM

13.01 Night Premium

The Employer agrees to pay a premium of twenty cents (20¢) per hour to employees for work performed between the hours of 4:00 p.m. and 7:00 a.m. This premium does not apply to employees working on a day shift whose hours of work may extend into the premium period, nor shall the premium be considered as part of an employee's regular rate of pay.

ARTICLE 14 CONVENIENCE

- 14.01 The Employer agrees that proper and adequate sanitary facilities shall be provided, and shall include washrooms. The cleaner position will be filled.
- 14.02 Proper facilities for the purpose of taking lunch shall be provided including facilities for boiling water.
- 14.03 The Employer shall provide first aid facilities which shall be available to employees at all times.
- 14.04 The Employer shall make reasonable provisions for the safety and health of its employees during working hours. Protection devices and other equipment deemed necessary by the Employer to properly protect the employees from injury shall be provided by the Employer.
- 14.05 The Employer shall meet with the employees' Safety Committee quarterly in accordance with Section 38 of the Occupational Health and Safety Act. Each party shall give the opposite party a two (2) week notice of the meeting date.

ARTICLE 15 CHANGES IN CLASSIFICATION

15.01 **Temporary Assignment**

Employees transferred temporarily to a higher classification shall receive the rate for such classification. Employees transferred temporarily to a lower classification shall receive their regular rate of pay.

15.02 **New Classification**

If the Employer finds it necessary, through any changes in operation to establish a new classification, the Employer agrees to negotiate with the Union regarding the rate of pay for such new classification.

15.03 **Creaming Machine**

Should an employee be required to operate the creaming machine, the employee shall receive the Baker's Helper rate of pay.

ARTICLE 16 PAID VACATIONS

*16.01 **Choice of Vacation**

Vacations may be taken any time during the year and employees shall request their vacation by April 15th of each year. The final allocation of vacation is left with the Employer in order to assure sufficient employees for the operation of the departments.

In the choice of vacation dates, senior employees shall have first choice. The Employer agrees that up to four (4) Packaging employees and up to two (2) Preparation employees may have their vacations at the same time from the Bakery Department and in the Confectionary and Jam Department one of either the Candy Maker or Candy Maker Helper and one of either the Cello Wrapping Machine Operator, Kiss Machine Operator, Jam Maker or Jam Filling Machine Operator at the same time provided that there are six (6) or more employees in the Confectionary and Jam Department.

With the exception of a single two (2) week period during July and August, no more than one (1) employee of the Shipping Department shall take vacation at any one time. For the single two (2) week period during July and August, two (2) employees shall be permitted to take vacation for a total of two (2) weeks, provided that there are more than four (4) employees in the Shipping Department.

16.02 Closure of Department for Vacation

Notwithstanding anything in this Article, the Employer shall have the right to close any or all departments during the vacation period so that all employees in any or all of the departments may have their vacation at the same time.

***16.03 Length of Vacation**

- (a) All employees who have completed one (1) year employment with the Employer shall receive two (2) weeks' vacation with pay in accordance with the Labour Standards Act.
- (b) All employees who have completed five (5) years employment with the Employer shall be entitled to three (3) weeks' vacation with pay.
- (c) All employees who have completed eleven (11) years employment with the Employer shall be entitled to four (4) weeks vacation with pay.
- (d) Effective June 27, 2015, all employees who have completed twenty (20) years employment with the Employer shall be entitled to five (5) weeks' vacation with pay.
- (e) In view of the seasonal nature of the Employer's business, the third, fourth, and fifth weeks of vacation shall be taken separate from the first two (2) weeks and shall be subject to the operational requirements of the Employer.
- (f) Notwithstanding anything in the Clause, employees hired after August 25, 1989 who do not work a full year shall be entitled to vacation as outlined in Clause 16.03 (a), (b), (c) and (d) on a pro rated basis, based on their hours of work the previous year.
- *(g) Should an employee be laid off during his/her scheduled vacation, he/she shall have the option of remaining on vacation or taking the layoff and rescheduling the

remainder of his/her vacation. In the event an employee is scheduled for layoff, he/she shall have the option of taking the layoff or using up any vacation entitlement due him/her. The employee shall advise the Employer of which option the employee selects.

16.04 Statutory Holidays during Vacation

If a statutory holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time to be mutually agreed upon between the employee and the Employer.

16.05 Minimum Vacation and Unpaid Leave

Subject to clause 16.01 and subject to the operational requirements of the Employer as determined by the Employer, employees shall be permitted to take a minimum of one-half (1/2) day's vacation and/or a minimum of one-half (1/2) day off without pay at their request. Such requests must be made no later than the day before.

ARTICLE 17 STATUTORY HOLIDAYS

17.01 Statutory Holidays

The Employer agrees to pay all regular employees covered by this Agreement for the fourteen (14) following holidays when not worked at their regular hourly rate for the number of hours they would normally work on the day on which the holiday falls:

New Year's Day	Regatta Day
St. Patrick's Day	Labour Day
Good Friday	Thanksgiving Day
Empire Day (May 24th)	Remembrance Day
Discovery Day (June)	Christmas Day
Dominion Day	Boxing Day
Orangemen's Day	St. George's Day

Should any of these statutory holidays fall on Saturday or Sunday, the day following or the day set by the authorities will be observed and in the case of consecutive holidays falling on Saturday and Sunday, they will be observed the following Monday and Tuesday.

17.02 Pay for Working on Statutory Holiday

If employees do work on any of the above fourteen (14) statutory holidays, they shall be paid at the rate of time and one half (1½) for all hours worked on such days in addition to their regular holiday pay.

***17.03 Qualifications for Statutory Holidays**

- *(a)** Employees absent on the work day next preceding or next following any holiday in Clause 17.01 shall not receive pay for that holiday unless the employee had permission from the Employer to be absent or was absent because of sickness. If the employee is absent without permission, this day shall be deducted from the minimum holidays required to be paid in clause 17.03(b).
- *(b)** This clause shall not apply to employees who start work part way through the year. For all other employees, any employee who has not had the opportunity to work a full year because of layoffs, but who has worked a minimum of 600 hours (excluding overtime) in a calendar year shall be paid a minimum of eight (8) paid holidays.
- (c)** Employees on Workers' Compensation shall not be paid for any of the statutory holidays that occur while they are on Workers' Compensation.

17.04 Christmas Eve

The Employer agrees to December 24th as being a paid holiday in the years on which it falls on a working day.

ARTICLE 18 WAGES & CLASSIFICATIONS

18.01 Salary

The Employer agrees to pay the rates of pay as outlined in Schedule "A".

***18.02 Lead Hands**

Lead Hands shall be paid a premium of \$25.00 per week while the appointment remains in effect. The appointment shall be at the discretion of the Employer. Employees will be advised by a notice on the bulletin board indicating the Lead Hands who are appointed to take over the duties of directing the staff in the various departments when the Supervisor is absent. Lead hands will have at least five (5) years of service with the Employer.

ARTICLE 19 EMPLOYEE BENEFITS

***19.01 Employee Benefits**

There shall be an Employee Benefit Plan consisting of Weekly Indemnity Benefits, Prescription Drug Plan (which shall include a prescription drug card), Vision Care, Life Insurance and Hospitalization. A summary of the Plan shall be set out in Schedule "B". Membership and participation in the Plan shall be compulsory for all employees who are eligible. For employees who are employed on the date of signing, the Employer shall pay 85% of the cost of the Benefit Plan and agrees to deduct from the weekly pay of employees the 15% employee cost payable by each employee. For employees who are hired after the

85% of the cost of the Benefit Plan and agrees to deduct from the weekly pay of employees the 15% employee cost payable by each employee. For employees who are hired after the date of signing of this Collective Agreement, the Employer shall pay 75% of the cost of the Benefit Plan and agrees to deduct from the weekly pay of employees the 25% employee cost payable by each employee. Eligibility for the Benefit Plan shall commence once the employee has acquired Seniority Rights as defined in Clause 10.09. Employees who do not have Seniority Rights shall not be entitled to any of the benefits.

(a) **Weekly Indemnity**

- (1) All employees shall be placed and maintained in the correct classification of the Plan according to their earnings.
- (2) The Weekly Indemnity payments for sickness shall start on the fourth (4th) day.
- (3) The Weekly Indemnity for all employees will be three hundred dollars (\$325) per week.

(b) **Drug Plan**

There shall be a Prescription Drug Plan, whereby twenty percent (20%) of the Prescription Drugs shall be paid by the employee and the Insuring Employer shall pay eighty percent (80%)

*(c) **Vision Care**

There shall be a Vision Care Plan to a maximum of two hundred dollars (\$200.00) paid once every two years.

(d) **Life Insurance**

Life Insurance will be thirty thousand dollars (\$30,000.00) per employee.

(e) **Hospitalization**

The hospital benefit will be semi-private coverage with no limitation on days.

ARTICLE 20 GENERAL

20.01 Workers' Compensation

Employees will be covered by the *Workers' Compensation Act*. An employee injured on the job and who qualifies for Workers' Compensation benefits will be paid the balance of the shift for the day on which the injury occurred.

***20.02 Technological Change**

- (a) For employees who are employed as of November 19, 2000 and who may have a reduction in their regular hours of work as a direct result of the introduction of new equipment, shall be guaranteed each year thereafter, hours of work equal to the average of the previous three (3) years worked by that employee. If there is a reduction in the plant hours, not related to the new equipment, the guarantee for each employee shall be reduced by a proportionate amount.
- (b) Time away from work on sick leave, weekly indemnity, statutory holidays, workers compensation or any other approved leave (paid or unpaid) shall be counted as part of the hours worked for the purposes of meeting the guaranteed hours.
- (c) The Employer's obligation to provide guaranteed hours each year, excluding overtime, shall be reduced by the hours that were made available to the employee and for whatever reasons the hours were not worked by the employee.
- *(d) This clause shall end on June 26, 2026.

***20.03 Labour Management Committee**

***(a) Establishment of Committee**

A Labour Management Committee shall be established consisting of two (2) representatives of the Local Union and two (2) representatives of the Employer. The numbers on the Committee may be reduced by mutual agreement between the parties. The Employer shall be notified, in writing, of the names of the Union representatives selected.

(b) Function of Committee

The Committee shall concern itself with the following general matters:

- (i) promoting safety and sanitary practices;
- (ii) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (iii) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

(c) Meetings of Committee

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. Employees shall not suffer any loss of pay for time spent with this Committee.

(d) **Chairperson of the Meeting**

The meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chairperson will be selected by the Union.

*(e) **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the chairperson and Vice-Chairperson as promptly as possible after the close of the meeting. The Chairperson and Vice-Chairperson shall each receive two (2) copies of the minutes within three (3) days following the meeting.

(f) **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 discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

(g) **Full Time Representatives**

The Union shall have the right to have a full-time representative of the Union present at any meeting of this committee.

20.04 **Contracting Out**

- (a) There will be no contracting out between date of signing and the renewal of a new collective agreement.
- (b) The Employer agrees that it will not knowingly manufacture, process or package any product normally produced by another Employer where a legal strike is in progress for the purpose of assisting the Employer to maintain operations or market.

ARTICLE 21 LEAVE OF ABSENCE

21.01 **Leave of Absence Without Pay**

Leave of absence without pay will be granted to all employees for good and sufficient reason. The length of leave granted is to be based on length of service as follows:

LENGTH OF CONTINUOUS SERVICE

Over 2 years and up to 5 years

LENGTH OF LEAVE TO BE GRANTED

4 weeks

Over 5 years and up to 10 years 15 weeks

Over 10 years 26 weeks

21.02 Maternity, Adoption and Parental Leave

- (a) An employee may request, in writing, maternity, adoption or parental leave without pay which may commence prior to the expected date of delivery of the employee's child, or the adoption of the employee's child. Such requests shall specify the expected date of delivery or the adoption date of the child.
- (b) An employee is entitled to a maximum fifty-two (52) weeks unpaid leave under this clause; however, the Employer may grant additional unpaid leave if the employee is unable to return to duty after the expiration of this leave.
- (c) An employee may return to work after giving the Employer two (2) weeks notice of his/her intent to do so.
- (d) The employee shall resume his/her former position and wages upon return from leave with no loss of accrued benefits, including seniority.
- (e) Employees on leave will continue to pay their regular premiums and the employer will pay their regular premiums during the leave.
- (f) An employee maybe awarded sick leave for illness that is a result of or maybe associated with her pregnancy prior to her delivery or expected commencement date of maternity leave or the birth of the child, whichever occurs first.
- (g) While on maternity, adoption or parental leave, the employees may request copies of job postings to be forwarded to them by the employer.
- (h) Any female employee who, due to pregnancy, is unable to perform her regular duties or who has missed time due to her pregnancy may be requested by the Employer to cease work and start maternity leave.

ARTICLE 22 SICK LEAVE

22.01 Sick Leave

- (a) All employees who are off work through illness and under a Doctor's care will receive half pay for three (3) pay days provided a Doctor's Certificate is produced for each period of illness. The Employer agrees to half (1/2) pay for time spent in visit to dentist provided the Employer is supplied with a note from the dentist as evidence of the visit.
- (b) If an employee is injured during the performance of his/her duties and is required to be transported for medical attention and if a second employee is given the

responsibility for the transportation, said employee will not lose his/her normal pay for his/her time spent transporting the employee.

- (c) If the Employer requires an employee to have a functional assessment, it shall be paid for by the Employer.

ARTICLE 23 COMPASSIONATE LEAVE

23.01 Compassionate Leave

- (a) In the event of a death in the immediate family of any employee, such employee shall be granted three (3) working days off with pay and one (1) additional working day off with pay for travel off the Avalon Peninsula. The immediate family referred to in the clause shall mean and include the following: father, mother, spouse, common-in-law spouse, child, brother, sister, grandparent and grandchild.
- (b) In the event of the death of father-in-law or mother-in-law of an employee, the employee shall be granted three (3) working days off with pay.
- (c) The Employer agrees to one (1) day off with pay for employees to attend the funeral of his/her legal guardian, son-in-law, daughter-in-law, brother-in-law and sister-in-law, provided the day is a working day.

ARTICLE 24 SEVERANCE PAY

24.01 Severance Pay

In the event of the closing of a Department, an employee whose employment is terminated will be paid severance pay as follows:

220 hours at the regular rate of pay with 20 years or more service.

180 hours at the regular rate of pay with 15 years or more service.

140 hours at the regular rate of pay with 10 years or more service.

100 hours at the regular rate of pay with 5 years or more service.

60 hours at the regular rate of pay with 3 years or more service.

After each five (5) years of service between 5 and 20 years, an employee shall receive an additional eight (8) hours' pay for each whole year at his/her regular rate of pay.

Severance pay will not be paid where the Plant or Department is closed because of: earthquake, fire, flood, storm, damage, or bankruptcy.

24.02 Employees with a minimum of thirty (30) years' service shall receive one (1) week's pay for every ten (10) years of service upon retirement.

ARTICLE 25 DURATION OF AGREEMENT

*25.01 The Agreement shall be effective from the day of signing and remain in full force and effect until June 26, 2026 and thereafter from year to year, unless either party give notice in writing of its desire to terminate or amend the Agreement not more than sixty (60) calendar days prior to the date of expiration.

25.02 This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of agreement and until such time as it is replaced by a new Collective Agreement or the parties are in a legal lockout or strike position.

25.03 It is agreed by the parties to this Agreement, that any provisions of this Agreement, other than the duration of the Agreement may be amended by mutual consent of the Employer and the Union.

ARTICLE 26 SUPERVISORS WORKING

26.01 Employees excluded from the Bargaining Unit shall not perform Bargaining Unit work except in the case of:-

- (a) Emergency
- (b) When performing experimental or developmental work
- (c) When checking production on various jobs or machines
- (d) When employees are not available for work due to being late, absent, on break or away from their work area for less than one half (1/2) day.
- (e) When adjusting the settings on the equipment for production runs.

ARTICLE 27 PERSONNEL FILES

27.01 A copy of any document placed on an employee's personnel file which will be the basis of any disciplinary action shall be supplied concurrently to the employee, who shall acknowledge having received such document by signing the file copy.

27.02 Any such document shall be removed from the personnel file of the employee and destroyed after the expiration of eighteen (18) months, provided there has not been a recurrence of a similar incident during that period.

27.03 An employee shall, at any reasonable time, be allowed to inspect his/her personnel file and may be accompanied by a representative of the Association, if he/she so desires.

APPENDIX

This will confirm agreement reached during recent negotiations whereby the Employer agreed to the following:

- (a) Change the employee on the back end of the oven every two (2) hours.
- (b) New Classification: Assistant Biscuit Machine Operator to take over the duties of the Biscuit Machine Operator when the Operator is absent. When the Machine Operator is in, the Assistant will alternate with the Machine Operator feeding dough on the following line runs:- Lemon Creams, Ginger Cookies, and Ginger Snaps. When these lines are not running, the assistant's duties will include feeding the machine or other duties assigned to him/her.
- (c) When the laminator is operating for eight (8) hours a day, the employee feeding dough into the laminator will be changed to another job after four (4) hours on that job.
- (d) That the job of inspecting the biscuits before they enter the oven to be alternated between two employees on a weekly basis.
- (e) Change the employees on the end of the Wrapping Machine Conveyor every four (4) hours.
- (f) Employees who are required to guide and separate production goods going into the stackers will not be required to perform duties longer than four (4) hours in any eight (8) hour work period. Additional employees will be assigned to this job.
- *(g) The Employer agrees to a uniform allowance, including safety shoes, of \$280.00 effective June 27, 2021; \$285.00 effective June 27, 2022; \$290.00 effective June 27, 2023; \$295.00 effective June 27, 2024; \$300.00 effective June 27, 2025 per year to be paid in January.
- (h) Vacation pay cheques will be provided the Wednesday before the vacation by 11:45 a.m.
- (i) The Employer will continue to provide a fourth employee in the mixing room when required.
- (j) The Employer and the Union's proposals will be exchanged at the same time.
- (k) Employees who work packing corrugated cartons will be changed every four (4) hours unless the individual concerned agrees to work longer.
- (l) Any employee who reports an error in his/her pay cheque which exceeds \$5.00, by Wednesday at 5:00 p.m., shall receive his/her adjustment by Thursday noon.
- (m) The Hard Bread Oven Operator will light his/her own oven in the morning when the Hard Bread oven is the only oven to be lit. As a result, it is agreed that the Band Oven Operator will not report to work until the regular starting time on these occasions.

- (n) The Employer will put rubber mats by the conveyor but reserves the right to remove them if it causes unforeseen problems.
- (o) The Employer is prepared to have two (2) employees beating jam and jelly, as required, to a maximum of forty-five (45) minutes for the second employee.
- (p) For the purpose of producing hard bread, the Employer shall provide three (3) employees for digging out, brake and running dough through the cutting machine at all times.
- *(q) Only when the Sandwich Machine is operating will the second Sandwich Machine Operator receive the classified rate of pay. Sandwich Machine Operators required to clean this machine will receive that Operator's rate of pay while working cleaning the machine.

Schedule A - Wages

	27-Jun-20	27-Jun-21	27-Jun-22	27-Jun-23	27-Jun-24	27-Jun-25
<u>Bakery Dept.</u>						
* Band Oven Operator	23.38	24.03	24.43	24.83	25.23	25.63
* Hard Bread Oven Operator	23.17	23.82	24.22	24.62	25.02	25.42
* Mixer	23.38	24.03	24.43	24.83	25.23	25.63
Mixer's Helper	22.27	22.72	23.12	23.52	23.92	24.32
* Biscuit Machine Operator	23.27	23.92	24.32	24.72	25.12	25.52
Asst. Biscuit Machine Operator	22.42	22.87	23.27	23.67	24.07	24.47
* Hard Bread Brake Operator	23.17	23.82	24.22	24.62	25.02	25.42
Baker's Helper	22.22	22.67	23.07	23.47	23.87	24.27
<u>Confectionery & Jam Dept.</u>						
* Candy Maker	23.12	23.77	24.17	24.57	24.97	25.37
* Jam Maker	23.07	23.72	24.12	24.52	24.92	25.32
Candy Maker Helper	22.16	22.61	23.01	23.41	23.81	24.21
* Jam Filling Machine Operator	22.49	23.14	23.54	23.94	24.34	24.74
<u>Fruit Syrup Dept.</u>						
* Syrup Mixer	23.19	23.84	24.24	24.64	25.04	25.44
* Syrup Filler Operator	22.49	23.14	23.54	23.94	24.34	24.74
<u>Shipping Dept.</u>						
* Assistant Shipper	23.10	23.75	24.15	24.55	24.95	25.35
Checker & Packer	22.22	22.67	23.07	23.47	23.87	24.27
* Stock Clerk	23.38	24.03	24.43	24.83	25.23	25.63
<u>General</u>						
* Cello Wrapping Machine Operator	22.49	23.14	23.54	23.94	24.34	24.74
* Sandwich Machine Operator	22.47	23.12	23.52	23.92	24.32	24.72
* Kiss Machine Operator	22.46	23.11	23.51	23.91	24.31	24.71
Charperson	21.66	22.11	22.51	22.91	23.31	23.71
General Help	21.63	22.08	22.48	22.88	23.28	23.68

* Indicates Classified Positions

New employees shall be paid ninety percent (90%) of the rate for the position for the first fifteen hundred (1500) hours and ninety-five percent (95%) of the rate for the position for the next fifteen hundred (1500) hours. After three thousand (3000) hours employees shall receive one hundred percent (100%) of the rate for the position.

Letters of Understanding

November
-October 23, 2021

Mr. Jimmy Lacey
Employee Relations Officer
NAPE

Dear Mr. Lacey,

Rest Breaks for Overtime Worked Other than a Regular Day

This will confirm that the past practice will continue with regard to when rest breaks occur for overtime worked on other than a regular workday.

Committee on Group Insurance Benefits

The Employer and the Local Union shall establish a committee, two (2) representatives each, to review the group insurance coverage of the bargaining unit employees. Any changes to the existing plan that result in increased costs can be funded either through a reallocation of wages increases or a change in the existing funding ratio. The Committee will meet 120 calendar days of the signing of this agreement to discuss a dental plan.

Pension Plan

The Employer is prepared to consider a Pension Plan for employees, the cost of which shall be shared 50/50 between the Employer and the employees. If the Pension Plan is agreed upon, all employees shall be required to participate in the Pension Plan. The Employer's cost for the Pension Plan shall be through a reallocation of the wage increase.

Sincerely,

P.P. 

John F. Peddle
Chief Negotiator

IN WITNESS WHEREOF the parties hereto have executed this Agreement this day of
November, 2021

SIGNED ON BEHALF OF PURITY FACTORIES LIMITED in the presence of the witness hereto
subscribing:

H. Stuge

Witness

Perry Jones

W. D. [Signature]

SIGNED ON BEHALF OF NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC
AND PRIVATE EMPLOYEES in the presence of the witness hereto subscribing:

[Signature]
Witness

Kerrin Best

Agatha Balsom

Jennie Baker

[Signature]
[Signature]