

**COLLECTIVE BARGAINING AGREEMENT**

-between-

**PURITY DAIRY LIMITED**



-and-

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION CANADA, LOCAL 864**



**EXPIRY DATE: JUNE 30, 2024**

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## **Article 1 – Shop Rules**

- 1.01 Recognizing the importance of tidy, clean and sanitary practices by employees in their personal habits as well as in carrying out their duties, so as to insure the production of high quality food products, it is agreed that each and every employee will exert every reasonable effort to accomplish this goal.
- 1.02 The following practices are prohibited under penalty of suspension or dismissal after prior warnings;
- (a) Punching another employee's time card
  - (b) Tardiness or lateness
  - (c) Loitering, loafing or otherwise avoiding work
  - (d) Interfering with or hindering the work of their employees
  - (e) Fighting or rowdiness
  - (f) Use of foul, profane, or abusive language
  - (g) Driving recklessly or contrary to the traffic laws

“Employees will comply with the Good Manufacturing Practices as set out in the Food Safety manual.”

## **Article 2 – Recognition**

- 2.01 The company recognizes the union as the sole and exclusive bargaining agent for all its employees, including all plant employees, truck driver delivery employees, but excluding foremen, and those above the rank of foremen, office staff, merchandisers and those that work twenty(20) hours or less per week and students during recognized holiday periods.
- 2.02 Any employee hired as a student who is retained after the recognized holiday period, will as a condition of employment, become a union member and will pay union dues back to within thirty (30) days of his employment.
- 2.03 The company will not bargain collectively during the term of this agreement with any other labour organization affecting these employees.
- 2.04 In the event the company is bought by another company, employees will retain their seniority. In the event the employer moves to a new location, the seniority of the employees will also be retained.

### **Article 3 – Management Rights**

- 3.01 Subject only to the provisions of this agreement, the management of the employer's business and the employment, direction, and supervision, layoff and discharge for proper cause of employees is vested in the employer and management.
- 3.02 (A) It shall be considered the right of the employer to suspend or discharge any employees for any of the following reasons: drunkenness or drinking alcoholic beverages while on duty, dishonesty, incompetency, discourtesy, absence without leave, misuse of company funds, property or equipment, direct refusals to obey orders, conviction of a crime and unsanitary practices. In all cases of suspension or discharge, the employer will immediately advise the plant steward.
- (B) The union further recognizes the undisputed right of the employer to operate and manage its business in all respects in accordance with its obligations and pursuant of its policies, and to make and alter from time rules and regulations to be observed by the employees which rules and regulations shall not be inconsistent with the provisions of this agreement.
- (C) The management shall have the rights to terminate the employment of any employee engaging in any other major occupation or business to an extent that adversely affects such employee's efficiency.
- (D) Shop rules attach attached hereto as article 1 shall be strictly adhered to.
- (E) The management rights as outlined in this article shall be subjected to the grievance procedure.

### **Article 4 – Union Security**

- 4.01 The company agrees that it shall be a condition of employment that any employee who at the date of the signing of this agreement, was a member of the union in good standing, shall maintain such membership
- 4.02 Eligible employees hired on or after the date of the Application for Certification, shall as a condition of employment become members of the union within ninety (90) days following the date of their employment, and shall thereafter maintain membership in the union in good standing. The company shall procure from such new employces, membership cards and initiation fees and forward them to the Financial Secretary of the union in the same manner as dues as set out in Article 4.03.

- 4.03 The company agrees to deduct from each bargaining unit employee's pay, and in the case of new employees, on the first (1<sup>st</sup>) pay day that dues are deducted following their membership in the union one-quarter (1/4) of the monthly union dues, and will submit the total sum of the amount deducted in any four (4) weeks to the Financial Secretary of the local on or before the 20<sup>th</sup> of each month on a form provided by him, if approved by the company.
- 4.04 Special assessments, if levied by the union, in accordance with the Constitution and Bylaws of the union, will be deducted from members of the union upon proper notification from the union.

#### **Article 5- Officers and Stewards of the Union**

- 5.01 The union agrees to appoint or elect and the company to recognize stewards and officers of the union, on the need to deal with matters affecting employees of the company. A list of these stewards and officers will be supplied to the company. The company shall be advised of any changes in this list

Except as set out in this agreement, stewards and officers of the union shall not be allowed or subjected to different treatment than other employees by reason of their position in the union.

- 5.02 The company recognizes that stewards and officers of the union have duties towards and on behalf of the union, and are required at times to leave their jobs to investigate and process grievances or discuss with supervision other matters affecting employees.

The union recognizes that stewards and officers are employees and as such have jobs to perform on behalf of the company. When it becomes necessary for them to leave their jobs to attend to the above matters, they will be give their foreman as much advance notice as possible, and arrangements will be made by their foreman to leave their jobs with no loss of pay as soon as possible, but not later than the day such request is made.

- 5.03 Business agents for the union shall be allowed to enter the company's premises to discuss union matters with employees, provided he first makes his presence known to management, and that his presence will not unreasonably affect the operation of the business.

## **Article 6 – Grievance Procedure**

- 6.01 Should there be any dispute arising out of the interpretation, application, operation or alleged violation of this agreement or any clause or Article hereof, the matter shall be made to adjust such a grievance promptly to the satisfaction of both parties in the following manner:
- (A) The plant steward, and/or the business agent with or without the grieved employee shall meet with the manager, or his designated representative, with no loss of pay, no later than the working day following the request for such a meeting. The manager or his designated representative shall reply to the grievance in writing giving his answer to the dispute within two (2) working days after the above meeting was held. The grievance may be submitted in writing if so desired by either party.
  - (B) If the above reply does not settle the dispute to the satisfaction of the union, it may be referred to Arbitration as set out in Article 8 of this agreement.
  - (C) It is understood that the company may bring forward at any meeting with the officers of the union or with their agent, any complaint with respect to any employee, the conduct of the union, its officers or agent, and that if such complaint by the company is not settled to the mutual satisfaction of all parties concerned, it may be treated as a grievance and referred to Arbitration in the same way as the grievance of the employee.

## **Article 7 – Dismissal or Suspension**

- 7.01 If any employee with seniority is dismissed or suspended for any reason whatsoever, and feel that he has been unjustly dealt with, he shall promptly notify the plant steward of the union, who shall if a grievance is to be filed, notify the company, in writing, within three (3) working days, after the receipt of notice (referred to Article 7.02) has been received by the plant steward stating the grounds of objection to the dismissal or suspension. It will then constitute a grievance and shall be dealt with according to the grievance procedure beginning with Step 1, as set out in Article 6. If it is found that he has been unjustly dealt with, he shall be reinstated with all rights accrued to him under this contract, or given such lesser penalty as may seem fair under the circumstances.
- 7.02 The company will notify the plant steward in writing within two (2) working days, if the employee with seniority is dismissed or suspended. Where notification

is not given within two (2) working days, and a grievance is to be filed, it may be submitted within three (3) working days after receipt of notice is received by the plant steward.

### **Article 8 – Arbitration**

8.01 (A) If settlement is not reached through the grievance procedure set out in Article 6, the grievance may be referred by the union or company to a single Arbitrator, in such cases the party referring the grievance to arbitration shall submit the names of the arbitrators it wishes to suggest to the other party. If agreement cannot be reached on the appointment of the single arbitrator within five (5) working days, he will be appointed by the Minister of Labour for the Province, upon request by either party.

(B) The decision of the single arbitrator shall be deemed to be the decision that will settle the dispute and such decision shall be final and binding on all parties concerned.

(C) The arbitrator shall meet the parties within ten (10) days following the date of his appointment and the parties further agree that a decision be rendered within five (5) days after this meeting.

(D) The cost of the arbitrator shall be shared equally by both parties, each party paying its own costs for their representatives and witnesses.

### **Article 9 – Hours of work and overtime**

9.01 The normal work week shall be thirty-four (34) hours per week made up over not less than three (3) days.

9.02 The company agrees to guarantee each bargaining unit employee who is not on lay-off, thirty-four (34) hours pay at their regular rate. This guarantee will be equally reduced by the number of hours an employee absents himself from work for any reason. All overtime shall be offered by Seniority to those able to perform the work.

9.03 An overtime rate of time and one-half (1 ½) hours will be paid for all hours worked in excess of the work week referred to in Article 9.01 excepting Driver Salesmen.

- 9.03 The guarantee shall be the same in weeks in which the paid holiday falls as in others. Pay received for public holidays shall be regarded as part of the guarantee, unless such pay is for hours, which fall outside an employee's schedule.
- 9.05 Any employee who after leaving the company premises is especially called in at anytime outside his normal working hours, shall be though when the emergency is over; but shall nevertheless, be paid for a minimum of four (4) hours at his regular rate from the time spent on the emergency.

**Article 10 – Public Holiday Pay**

- 10.01 Any employee who works on a public holiday as set out in Article 10.3 shall be paid at the regular rate for the hours worked.
- 10.02 The company agrees to pay all employees covered by this agreement eight (8) hours and on-half (1/2) pay at their regular rate straight time for each of the public holidays set out in article10.3.
- 10.03 The Following are the public holidays set out in Article 10.1

New Years Day	Thanksgiving Day
Victoria Day	Remembrance Day
Good Friday	Christmas Day
Canada Day	Boxing Day
Labour Day	Islander Day
Truth and Reconciliation Day	

- 10.04 If a public holiday falls within an employees' vacation period, he shall receive one (1) extra days' vacation, either at the beginning or the end of his vacation period by mutual agreement with the company.
- 10.05 Employees absent on the work day before, or the work day after the holiday, shall not be entitled to pay for the holiday; unless such absence was by permission from the company to be absent or for other good cause from circumstances beyond his/her control.
- 10.06 Any employee who works more than five (5) hours on Gold Cup and Saucer Day (Friday of Old Home Week) will receive an extra four (4) hour pay at straight time rate.

## **Article 11 – Seniority**

- 11.01 Seniority shall mean accumulated service with the company. All time worked prior to the signing of this agreement shall be included when computing an employee's seniority, provided that his seniority begins from the time of starting his last uninterrupted employment. An interruption in employment shall not be interpreted to mean absence from work because of sickness, accident, or with permission from the company.
- 11.02 For ninety (90) days after being hired, new employees shall be regarded as probationary employees and shall have no seniority. After ninety (90) days service they shall be employees with seniority and shall receive for seniority from the date of their employment.
- 11.03 The company agrees that within one (1) month after the signing of this agreement, that it shall draw up and thereafter maintain a seniority list of employees. A copy of this list shall be given to the plant steward. This list shall be revised, if necessary every three (3) months with a copy to be given to the plant steward if any changes are made or on request by him.
- 11.04 The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when he/she:
- (A) Voluntarily leaves the service of the company;
  - (B) Is dismissed and the dismissal is not reversed through the grievance procedure;
  - (C) Fails to return to work (while on layoff) when recalled or cannot be located after a reasonable effort by the Company. The Company shall procure the latest address and telephone number of an employee when he/she is being laid off. An attempt to reach an employee at the address or telephone number procured from him at layoff shall be deemed to have been a reasonable effort by the company, provided the plant steward be notified of the failure to reach the employee before any action is taken.

## **Article 12 – Layoff and recall**

- 12.01 In case it becomes necessary to reduce the working force, layoff shall be in accordance with seniority. The most senior employee will be the last laid-off, provided he/she possesses the suitable qualifications to perform the required work satisfactory and can learn the required work within a reasonable period of time.

- 12.02 Employees with over three (3) months service but less than one (1) year will be given two (2) days layoff notice or two (2) days pay if notice is not given. Employees with over one (1) year will be given five (5) days notice or five (5) days pay in lieu of notice (days referred to in this clause are working days)
- 12.03 Recall shall be in the reverse order of layoff, provided the employees possess suitable qualifications and can show that he/she can perform the required work satisfactory as set out in Article 12.01 of this agreement. Recall will only be for a period of twelve (12) months from date of layoff.
- 12.04 Whenever a layoff or recall is to take place and any employee is to be kept out of order of seniority, the plant steward shall be notified and reason given for such deviation from the order of seniority, in order that a grievance may be filed promptly, if the necessity is disputed.

### **Article 13 – Promotions and vacancies**

- 13.01 (A) The company does not want plant workers to transfer outside and vice-versa but will give any employee a chance on an opening (they must qualify) before hiring outside help. The company agrees to discuss this with the Union.
- (B) Vacancies within the bargaining unit shall be filled on the basis of seniority provide the employee possesses suitable qualifications for the job.
- (C) In doubtful cases, the company is willing to discuss the matter with the plant steward. All promotions shall be on a trial basis until the employee has demonstrated he/she will be able to perform the required work.
- 13.02 When a vacancy within the bargaining unit occurs, the company will publish the vacancy.
- 13.03 Any employee in the General Dairy Worker category who fills in for vacation in a job classification higher than his own shall be paid the higher rate for the duration of the assignment.
- Any employee in the General Dairy Worker category who fills in for sickness for more than one (1) weeks in a job classification higher than his own shall be paid the higher rate for the duration of the assignment. This clause only applies to the General Dairy Worker category.

## **Article 14 – Authorized Absences from Work**

- 14.01 Leave of absence not to exceed one (1) week for the purpose of attending union schools, conventions or conferences shall be granted by the company, provided it will not unreasonably affect the business of the company. The union shall give the company ten (10) days notice before the requested leave of absence is to commence. Employees on such leave accumulate seniority.
- 14.02 If an employee is absent from work because of sickness or accident, he/she shall accumulate seniority while off work up to two (2) years, subject to seniority, and provided he/she can perform the required work be placed on the job previously held or one carrying an equal rate of pay.
- 14.03 The company shall grant leave of absence with pay, for the purpose of arranging and attending funerals, in the case of bereavement as follows; three (3) days of absence with pay in the case of the death of a wife, husband, child, brother, sister, mother or father, mother-in-law, father-in-law, or step-parents of an employee. The day of the funeral for sister-in-law and brother-in-law, grandparents and grandchildren.

The leave of absence granted above shall not exceed three (3) working days and in any case shall end on the day of the funeral of the relative concerned. Additional leave of absence without pay may be granted as required upon request. In the event of the plant closing because of a death, no employee shall suffer any loss of earnings on that day.

- 14.04 An employee injured while working on a job in the plant or route shall suffer no loss of earnings of the hours he/she would have worked, but were necessarily lost on the day in which an accident occurred, if as a result he/she is sent home or to the hospital for medical attention by the company.

## **Article 15 – Rest Period**

- 15.01 The company agrees to grant rest periods of ten (10) minutes each during the morning and afternoon shifts and to provide a ten (10) minute rest period in the case of overtime, provided the overtime exceeds two (2) hours. The company further agrees that the rest periods will be given as close to midway in the shifts as possible or such other time as may be agreed upon by the employee.

## **Article 16 – Safety and Health**

16.01 The company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Protective devices on machinery and other devices, deemed necessary to properly protect employees from injury shall be provided by the company. Should such reasonable provisions not be made for such protective devices the matter may be submitted to the grievance procedure.

## **Article 17 – Vacations**

17.01 (A) Vacations shall be based on service computed April 1<sup>st</sup> in the year in which the vacation is to be taken.

(B) Employees with up to five (5) years of Seniority will be entitled to two (2) weeks of vacation.

(C) Employees with more than five (5) but less than ten (10) years seniority will be entitled to three (3) weeks vacation.

(D) Employees with more than ten (10) years but less than eighteen (18) years seniority will be entitled to three and a half (3.5) weeks vacation.

(E) Employees with eighteen (18) years seniority or greater will be entitled to four (4) weeks vacation.

17.02 Vacations may be granted at any time subject to the demands of the business; but, the company will make sincere efforts to grant vacations at times requested by employees. The Company shall accept vacation requests for the year until March 31<sup>st</sup> and award by seniority. After this date, the Company shall post the approved vacations. All requests after this date shall be given on a first come first serve basis.

17.03 Employees, but only one (1) at a time or as otherwise agreed, shall take vacation in the vacation period in which he/she became eligible for it and vacations shall not be accumulated from year to year.

17.04 No employees will take pay in lieu of vacation.

## **Article 18 – Customs, Traditions and Privileges**

18.01 Any customs, traditions, and privileges presently being enjoyed by the employee will not be discontinued during the term of this agreement.

18.02 The company agrees to a cap of three hundred dollars (\$300.00) total towards fifty (50%) percent of the cost of any single person invoiced memberships to Fitness program(s) of the Employees choice on a yearly basis.

18.03 (A) The Company will pay fifty (50%) percent of all shirts and jackets with Purity Dairy logo on them. All winter and summer hats are given to staff when wanted.

(B) Drivers may purchase two (2) pairs of summer and winter dark blue pants as well as two (2) pair of dark blue shorts.

(C) Plant staff may purchase work pants as needed and the Company will pay (50%) percent.

(D) Employees will be paid a boot allowance of one hundred (\$100.00) dollars during a twelve (12) month period upon presentation of an invoice for the boots.

### **Article 19 – Sick Leave**

19.01 Sick pay shall consist of **seventy** percent (70 %) of weekly insurable earnings (average of previous four (4) weeks from the first (1<sup>st</sup>) working day to the eighth (8<sup>th</sup>) working day.

Employees to be eligible for the first eight (8) working days must have at least ninety (90) days service and must notify the company within one (1) hour after starting time.

### **Article 20 – Union Notices**

20.01 During the life of this agreement the company agrees to permit union officers, who are employees of the company, to put up Notices of Union Meetings or of other matters of interest to the union members upon bulletin boards (that will be supplied by the company), provided all such notices are firstly approved by the plant foreman.

### **Article 21 – Strikes and Lockouts**

21.01 It is agreed that the union will not, during the term of this agreement authorize, promote, direct, condone, or encourage any strike, slow-down or interferences with work in or about the company's plants or premises.

The company agrees to accept and abide by all the terms of this agreement and during the term of this agreement will not cause or direct a lockout of its employees.

**Article 22 – Rates of Pay**

22.01 Effective July 1, 2020 the following wage rates will apply.

\* All new hires shall be paid at a reduced rate of one (\$1.00) dollar per hour until having completed ninety (90) day period.

<b><u>Inside Workers</u></b>	<b><u>July 1, 2022</u></b>	<b><u>July 1, 2023</u></b>
General Dairy Workers	\$19.00	\$19.65
Packaging Equipment Operator	\$23.24	\$24.05
Assistant Processor	\$23.47	\$24.29
Processor	\$23.81	\$24.64
<b><u>Driver Salesman</u></b>	\$21.81	\$22.57
<b><u>Relief Salesman</u></b>		
Will get average commission When he is relieving	\$24.04	\$24.88
<b><u>Equipment Maintenance</u></b>	\$30.03	\$31.08

22.02 Define Unit

1 Litre Homogenized	1% = 1 Unit
1 Litre One Percent	1% = 1 Unit
1 Litre Two Percent	1% = 1 Unit
1 Litre Skim	1% = 1 Unit
1 Litre Chocolate	1% = 1 Unit
1 Litre Blend	1% = 2 Units
1 Litre Whipping Cream	1% = 4 Units

22.03 Driver Salesmen on Wholesale routes will receive a commission of 2.50 cents per unit for each litre sold over five thousand (5,000).

22.04 If for any reason there are two (2) permanent employees on one (1) truck, the commission shall be divided as follows:

Fifty-five percent (55%) for the senior person for 1<sup>st</sup> year; and

Forty-five percent (45%) for the junior person for 1<sup>st</sup> year;

Second year 50/50%

**Article 23 – Duration of Agreement**

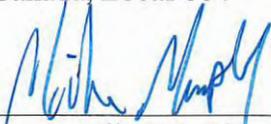
23.01 This agreement shall be in full force and effect as of the 1<sup>st</sup> day of July 2022, and shall continue until the 30<sup>th</sup> day of June 2024.

If either party wishes to amend this agreement they shall give the other party not more than ninety (90) day or less than thirty (30) days notice, in writing, prior to the date of expiration.

During negotiations if an agreement is not reached on the renewal or amendment of this agreement this agreement shall continue in full force and effect until a new agreement is signed between the parties or until the Labour Relations Act procedure prescribed in Law has been completed; whichever date should occur first.

In witness thereof, each of the parties have caused this agreement to be signed by its duly authorized representative this 16, day of December 2022.

United Food & Commercial Workers  
Canada, Local 864

  
\_\_\_\_\_  
Mike Murphy  
  
\_\_\_\_\_  
Chris Gallant

Purity Dairy Limited

  
\_\_\_\_\_  
Tom Cullen

#### **Article 24 – Group Retirement Savings Plan**

- 24.01 As per our agreement, a Group Registered Retirement Savings Plan is provided to assist employees with their retirement planning.
- 24.02 After serving the probationary period, all new full time employees shall join the Plan.
- 24.03 Contributions shall be made by payroll deduction at a rate described in the collective agreement. Plan members may make additional voluntary contributions to their own account or an account of their spouse.
- 24.04 All contributions invested in the Plan are locked in until employees leave the company. If employees leave the company prior to retirement, their contributions with accumulated earnings can be removed in cash or rolled into another Registered Retirement Savings Plan. Company contributions and accumulated earnings belong to each employee but must remain in the Plan until retirement. If they will continue to be advised of the value of their investment in this Plan.
- 24.05 Contributions to the plan are a condition of employment.

Commencing July 1, 2005 employees shall contribute three percent (3%) of total pay to a Group Registered Retirement Savings Plan. The Company shall contribute six percent 5 (6 %) of total pay to each employee's Plan. Contributions to the Plan are a condition of employment.

#### **Article 25 – Group Insurance Program.**

- 25.01 The company shall supply the employees with Group Insurance Plan. Contributions by the employees and the employer shall remain the same as the 1991 rates. This program will be subject to approval by the union. This program shall be put into place as soon as possible to assume a benefit for all full time employees.