

COLLECTIVE AGREEMENT

between



THE MINUTE MAID COMPANY CANADA INC.

(hereinafter referred to as the “Company”)

and



**UNITED FOOD AND COMMERCIAL WORKERS
CANADA, LOCAL 175**

(hereinafter referred to as the “Union”)

EXPIRY DATE: AUGUST 31ST, 2021

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	General Purpose of this Agreement.....	5
1	Recognition	5
2	Union Security.....	5
3	Management Rights	8
4	No Strike or Lock-outs	9
5	Seniority	9
6	Grievance and Arbitration Procedure	13
7	Supervisors.....	15
8	Notices	16
9	Physical Examination	16
10	Moonlighting.....	16
11	Approved Leave of Absence	16
12	Jury Duty Pay.....	18
13	Sick/Personal Days	18
14	Bereavement Pay	19
15	Hours of Work/Overtime	20
16	Night Shift Premium	24
17	Holiday Pay.....	24
18	Vacation	27
19	Safety	28
20	Union Representative	28
21	Savings Clause	29
22	Wages.....	29
23	Technological Change	32
24	Health Insurance Plans.....	33
25	Canadian Commercial Workers Industry Pension	36
26	Vision Plan.....	36
27	Gift.....	37
28	W.S.I.B.	37
29	Freezer Wear.....	37
30	Safety Footwear	38
31	Education	38
32	Employee Juice Sales Program.....	39

33	Uniforms	39
34	Severance.....	39
35	Duration of Agreement.....	40
	Appendix A - Authorization for Deduction of Initiation Fee.....	41
	Appendix B - Irrevocable Authorization for Deduction of Union Dues ..	42
	Appendix C – 6 Day Continental Shift Pattern	43
	Section 1 - Continental Shift Periods	43
	Section 2 - Scheduling.....	44
	Section 3 - Overtime Hours.....	44
	Section 4 - Statutory Holidays.....	45
	Section 5 – Vacation and Sick Days.....	46
	Section 6 - Bereavement.....	46
	Section 7 - Discipline	46
	Section 8 - Conciliation/Negotiations	46
	Section 9 - Annual Posting Procedure	46
	Section 10 - Assignment Process	48
	Appendix D – 7/24 Continental Shift Pattern	49
	Addendum - Temporary Employees	53
	General Purpose of This Agreement.....	53
1	Recognition	53
2	Union Security.....	53
3	Management Rights.....	54
4	No Strike or Lockouts.....	54
5	Seniority	54
6	Grievance and Arbitration Procedure.....	56
7	Supervisors.....	57
8	Notices	57
9	Physical Examination	57
10	Moonlighting.....	57
11	Leave of Absence	57
12	Jury Duty Pay.....	58
13	Sick/Personal Days.....	58
14	Bereavement Pay.....	58
15	Hours of Work/Overtime	59
16	Night Shift Premium.....	60

17	Holiday Pay.....	60
18	Vacation	61
19	Safety	61
20	Union Representative	62
21	Savings Clause.....	62
22	Wages.....	62
23	Technological Change	62
24	Health Insurance Plans.....	63
25	Canadian Commercial Workers Industry Pension Plan	63
28	W.S.I.B.	63
30	Safety Footwear.....	63
33	Uniforms	64
34	Severance.....	64
35	Duration of Agreement.....	65
	Appendix A	66
	Appendix B	66
	Letter of Agreement #1 - Accommodation for Quality Department.....	67
	Letter of Agreement #2 - Accommodation Issue.....	68
	Letter of Agreement #3 - Continental Scheduled Call In Overtime.....	69
	Letter of Understanding #4 - Cross Training.....	70
	Letter of Understanding #5 -Temporary Employees	72
	Letter of Understanding #6 - Expansion	73

This Agreement is between The Minute Maid Company Canada Inc. (hereinafter referred to as "the Company") and United Food and Commercial Workers Canada, Local 175 (hereinafter referred to as "the Union").

GENERAL PURPOSE OF THIS AGREEMENT

It is the intent and desire of the parties hereto to foster and promote sound, stable, and peaceful relations among the Employer and the Union and employees covered by this Agreement and to provide orderly and harmonious relations.

The Company and the Union agree to cooperate to reduce absenteeism, to prevent waste and destruction, and to enforce Agreements.

The Union agrees that it will use its best efforts to cause the employees, individually and collectively, to perform and render efficient work in order to keep the Company competitive, and thus improve the job security of the employees. Employees are expected to perform a fair day's work. It is agreed by both parties that efficiency is impaired by limiting or delaying technological or productivity improvements.

Now, therefore, it is hereby agreed as follows.

ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the Union as the exclusive representative for the purposes of the collective bargaining with respect to rates of pay, wages and working conditions on behalf of all employees in the bargaining unit described as follows:

All production, shipping, maintenance and quality control employees at the Company's plant and all adjacent properties in Peterborough, Ontario, Canada, but excluding over-the-road truck drivers, office clerical employees, foremen, guards and Supervisors.

ARTICLE 2 - UNION SECURITY

2.01 There shall be no discrimination against any employee because of race, colour, place of origin, creed, ethnic origin, citizenship, sexual orientation, age, marital status, family status, handicap and accommodation.

2.02 (a) Every employee shall, on completion of his/her probationary period and as a condition of his/her continued employment, become and remain a member, in good standing, of the Union.

- (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.
- 2.03 (a) It is understood between the parties that there shall be no use of agency workers. Every employee shall, as a condition of his/her continued employment, authorize the Company in writing, to deduct from each pay payable to him/her 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.
- (b) Every new employee shall, on completion of his/her probationary period, complete and sign an application for membership in the Union and an authorization for deduction from his/her pay of such amount as may at that time be certified by the Union to the Company as being the amount of the Union's standard initiation fee.
- (c) Authorization for deduction of the Union initiation fee and regular union dues shall be in the forms annexed hereto as Appendix "A", "Authorization for Deduction of Initiation Fee" and "B" "Irrevocable Authorization for Deduction of Union Dues".
- (d) Initiation fees and union dues deducted by the Company shall be remitted to the Secretary Treasurer of the United Food and Commercial Workers' Union, Local 175 prior to the 5th day of the month following the month in which such deductions were made, together with such detail and explanations as may be reasonably required. The Company will endeavour to establish the technological capabilities over the life of the current Collective Agreement in order to provide a Union remittance statement in the format requested below:

The remittance statement shall be documented by location containing a dues and initiation report will be provided in the form of e-mail (remit@ufcw175.com). The information provided shall be on a standard spread sheet in "Excel", "Quattro Pro", "Lotus" or other software program acceptable and adaptable to the Union. The spreadsheet will be in a table format provided by the Union and will provide the following current information: as known to the Company.

- 1) S.I.N
- 2) Employee Number if applicable
- 3) Full Name (Last/First/Initials)
- 4) Full Address, including City and Postal Code

- 5) Telephone Number (including area code)
- 6) Date of Original Hire
- 7) Rate of Pay
- 8) Classification
- 9) Full-time or Temporary designation
- 10) Union Dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
- 11) Total Dues Deducted
- 12) Back Dues Owing
- 13) Initiation fees Deducted
- 14) Total Initiation Fees Deducted

(e) A temporary employee will pay union dues in proportion to his/her earnings.

2.04 Effective Sept. 1, 2011, The Company shall contribute three cents (\$0.03) per hour per employee to the Local 175 Education and Training Fund.

2.05 (a) It is recognized and mutually agreed that management may from time to time, have occasion to interview employees with respect to their job performance and that the objective of such interview will normally be conducted on a "one-to-one" basis. A Union representative may be present at these formal meetings at the employee's request. However, should it become necessary to officially warn an employee that failure to improve his/her record with the Company may result in disciplinary action being taken, the employee and the union representative will be present at such meeting and the giving of the disciplinary notice shall be confirmed to the employee by the Company in writing. A copy will be forwarded to the Union's office. If there is any disciplinary action taken where his/her past record is to be used, the Union shall have the right to review the past record.

(b) After a period of twelve (12) months free of verbal or written warning and eighteen (18) months for more severe disciplinary action, the most previous warning or disciplinary action will not be used in progressive steps or in arbitration, and shall be stricken from the employee's work record.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union acknowledges and agrees that the Company shall have the exclusive right and authority to administer and/or manage the Company's business, and that all rights and prerogatives of management are retained exclusively by the Company, without limitation, except as specifically modified by the express terms of this Agreement.
- 3.02** Without attempting to list herein all of the Company's rights of management, the rights and authority of the Company shall include, among other things, the right to exclusively direct the employees; the right to hire and to promote, transfer from one job to another, temporarily or permanently; the work shifts and/or schedules, and the number of hours to be worked; the right to assign and require that overtime and/or call backs to worked by the employees whether on weekdays or weekends; the right to terminate, lay off or to relieve employees from duty because of lack of work or for other legitimate reasons; the right to maintain order, discipline and efficiency; the right to make, initiate, alter and enforce reasonable employee rules, regulations, policies and practices; the right to discipline and discharge employees for just cause; the right to select, hire, train, direct and control the employees; the right to transfer, assign, promote, classify, reclassify, lay off, recall, replace or suspend employees; the right to introduce new and eliminate or change existing equipment, machinery or services; the right to make changes in job assignments; the right to plan, direct and control operations; the right to exclusively determine all matters pertaining to products, the quality of products and/or services to be sold or performed; the exclusive right to determine the plant site or sites or places of business; the right to exclusively determine the method, processes, means, and machinery to be used; the right to subcontract; the right to expand, sell, transfer and/or terminate all or part of its operations; the right to determine the job content or requirement of any job or job classifications of employees needed at any time, and the number of employees who shall perform any given job; the right to determine the standards, methods and means of production; the right to maintain or establish the quality and quantity of production to be maintained; the right to make and enforce such reasonable work rules, safety rules and regulations as the Company may consider necessary or desirable for the operations of its business; and the right to judge the ability, competence, fitness and the overall contribution of the employees.
- 3.03** This Agreement is the entire and complete Agreement between the Company and the Union, and any prior oral or written understanding, whether by past custom and practice or otherwise, which is not incorporated in this written Agreement shall be null and void and shall be of no effect and shall not be binding on either the Company or the Union.

ARTICLE 4 - NO STRIKE OR LOCK-OUTS

4.01 The Company agrees that there will be no lock-out of its employees during the term of this Agreement and the Union agrees that there will be no strike, picketing, slow-down or other interference with its operations during the life of this Agreement. The parties agree that the words "strike" and "lock-out" shall bear the meaning given to them in The Labour Relations Act, Ontario.

ARTICLE 5 - SENIORITY

- 5.01 (a)** All new employees shall be probationary employees until they have actually worked six hundred and forty (640) hours for the Company within a period of six (6) consecutive months. At the conclusion of the probationary period, the employee shall be credited with seniority from a date which is three (3) months prior to the date on which the probationary period was completed. A probationary employee shall have no rights under the Agreement and may be discharged or disciplined at the sole discretion of the Company and such discharge or discipline shall not be open to review under the grievance procedure of this Agreement.
- (b)** For the purpose of this Agreement, the seniority of employees in the collective bargaining unit shall be based on their continuous length of service with the Company's plant in Peterborough, Ontario, Canada. For clarification purposes, temporary employees who successfully post for a full-time vacancy after June 26, 2010, their seniority date shall be their date of hire as a temporary employee. The seniority list shall be compiled and kept up to date by the Company and a copy furnished to the Union every three (3) months. Copies will also be forwarded to the Union Chairperson including the address and phone number provided an employee does not object.
- (c)** An employee's seniority shall cease and his/her employee status shall terminate for any of the following reasons:
1. Voluntary quit or resignation;
 2. Discharge for just cause;
 3. Continuous lay off for a period to match continuous service not exceeding twenty-four (24) months excluding sickness and injury time. The period up to twenty-four months (24) will be reset if employee is recalled from lay off;

4. Failure of a laid off employee to report for work within five (5) working days after being recalled to work by notice sent by the Company by certified mail, return receipt requested, to the employee's last known address as shown on Company records;
5. Failure to report for work for a period of three (3) consecutive scheduled working days without notice to the employer and submission of a justifiable excuse for such absence;
6. Retirement;
7. Failure to report to work immediately upon completion of a leave of absence or any extension thereof; or
8. Acceptance of gainful employment while on leave of absence,
9. Is absent from work due to sickness or accident and such absence continues for more than thirty-six (36) months. If there is medical evidence that the employee is likely to return to work within a reasonable and specified time, the period may be extended at the discretion of management.

(d) **Layoff-Recall**

Short Term Layoff

When the Company decides to reduce the number of employees in any particular job title from one (1) to five (5) consecutive days, the company will assign the displaced employee(s) tasks during such layoff period. The employee(s) will be paid the hourly rate and any applicable premiums that they would have been paid based on their seniority. Employees assigned to a lower rated task will be paid their current incumbency rate. The Company will develop training documents in order to train employees for the specific tasks to which they will be assigned.

Employees who have been trained for specific tasks will be eligible, based on their seniority, for overtime opportunities when the need arises after the Company has exhausted the overtime process defined in Article 15.09.

Long Term Layoff

When the Company decides to reduce the number of employees in any particular job title for more than five (5) consecutive days, the employee or employees in such job title with the least plant seniority shall be laid off. Such laid off employee or employees shall have the right to displace an employee with less plant seniority who is the least senior employee in the job classification, regardless of job rating, provided that they have the ability to perform the work.

Any employee who chooses to exercise their right to work in a lower rated job for more than five (5) consecutive days shall be paid the hourly wage rate of the lower rated job classification. If necessary, a familiarization/training period, not to exceed twenty (20) working days will be afforded to an employee in the following circumstances only:

- (a) The employee possesses the ability to perform the job. For the positions of lab technician, millwright and electrician requisite qualifications and ability are required; and
- (b) The training is required to displace an employee, in accordance with the process as outlined above, in order to avoid lay-off from employment.

The Company will give the Union twenty-three (23) hours' notice or eight (8) hours pay in advance of the effective date of the layoff of one (1) week or more. No notice or pay shall be given if the layoff is the result of an act of God or any emergency beyond the control of the employer. In layoffs of less than one (1) week, the Company will give the Union twenty-three (23) hours' notice or eight (8) hours pay.

When employees are to be recalled to work, they shall be recalled in the inverse order in which they were laid off. If an employee fails to return from layoff per Article 5.01(c)(4), the Company may recall the next eligible junior employee on layoff. Temporary employees are not to be used if qualified regular full time employees who are on layoff have expressed a willingness to work and are available.

Job Postings

- (e) When a regular full time job becomes vacant, the Company shall, within 14 calendar days, post notice on the Company's bulletin board for three (3) working days. Postings will be awarded to the successful bidder within five (5) working days, after the final day of the posting. The employee will also be transferred into the posted position within the ten (10) days after the close of the posting procedure and will be paid the rate of the new job as of the date of transfer. A copy of the posting and the names of those that applied and the name of the

successful applicant will be given to the Union Chairperson and will be posted. The first and second resulting vacancies will be treated the same as the original. The Company will award the job to the successful bidder who has bid for the job opening that has the requisite qualifications and ability to perform the work, with the understanding that such employee shall be allowed, if necessary, a familiarization/training/trial period not to exceed twenty (20) working days. Where there are two (2) or more employees with equal requisite qualifications and ability to perform the work, seniority shall govern.

An employee who is selected to fill a job opening shall be given a familiarization/training/trial period of up to twenty (20) days of actually performing the work in the job in which the employee posted to. The employee may elect to return to their former job within twenty (20) working days of the commencement of the familiarization/training/trial period or prior to receiving the job certification, whichever is the lesser period of time. A successful bidder cannot bid on another job for a five (5) month period after having been awarded a posting, unless it is to a posting for a higher wage bracket. Each day actually worked in the posted position will count toward completion of the twenty (20) days. The Company may return an employee to his/her former job title at any time during the familiarization/training/trial period when it is satisfied that the employee's performance indicates lack of requisite qualifications and ability to perform the work, in such event, other employees who bid for the job opening and who the Company determines have the requisite qualifications and ability to perform the work shall be selected in accordance with, and subject to, the foregoing provisions. The Company shall have the right to fill job openings by hiring new employees in job titles where no employees bid for the job openings or where none of the employees who bid for the job openings have the requisite qualifications and ability to perform the work. In the event a job is not filled after the third posting, the successful bidder of the 4th and subsequent postings will be allowed, if necessary, a familiarization/training/trial period not to exceed twenty (20) working days and upon certification through the QCP process will become the incumbent and will not be allowed to return to their former incumbency. A successful bidder cannot bid on another job for five (5) month period after having been awarded a posting, unless it is to a posting for a higher wage bracket.

- (f) Employees shall be temporarily assigned to work in another job title without regard to seniority. In the event a junior employee is temporarily assigned to a higher rated job, the higher rate will be paid to the senior qualified employee within the plant on the same shift who was not temporarily assigned to the original vacancy. When an employee performs a temporary assignment for more than forty (40) consecutive working days (except in the case of replacements for employees on vacation, jury duty, annual military training, or leave of absence), the assignment to

which the employee is transferred shall be considered a job opening and filled accordingly.

- (g) An employee who is transferred or promoted to a job which is outside of the collective bargaining unit shall have his/her seniority frozen. If s/he returns to the bargaining unit within ninety (90) working days per contract year, their ninety (90) working days shall be credited upon payment of their union dues within five (5) working days.
- (h) Job vacancies created as a result of injury or disability will be posted when the duration of the absence exceeds fifty-two (52) consecutive weeks, at which time it shall be posted in accordance with article 5.01 (e), however the position will be preserved for the absent employee. Upon the absent employee's return to his/her former position, all employees will then revert back to their previous positions prior to the vacancy existing. Should the employee who created the vacancy not return to his/her previous position, then the vacancy will be considered permanent and filled in accordance with Article 5.01 (e).

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

6.01 For purposes of this Article, a grievance under this Agreement is defined as a written statement by either an individual employee, the Union or by the Company claiming a violation of an express term or provision of this Agreement and shall be handled in the following manner:

Conference Step: It is the intent of this Article to establish means for the prompt resolution of a matter(s) of concern at the job level at a conference between the immediate supervisor and the employee involved. The employee shall first confer with his/her immediate Supervisor within five (5) working days from the time of the occurrence of the event complained of, with or without a steward, in order to amicably settle the matter.

Step 1: If at the conference step the issue cannot be amicably settled, a step 1 grievance will be submitted in writing by the steward to the Supervisor within five (5) days from the occurrence of the event. The Supervisor will provide a written response to the Step 1 grievance within five (5) working days.

Step 2: Should the grievance not be satisfactorily settled by the discussion outlined in Step 1 above, the Union and/or the employee involved shall submit the grievance in writing to Department Manager (or designate)

within five (5) working days from the date of the response provided at Step 1, and this written grievance must contain the full and complete factual basis of the Union's and/or the employee's claim as known at that time, and the provision and/or provisions of the Agreement applicable. The Department Manager (or designate) shall deliver the decision in writing five (5) working days following the day on which the second step grievance was received by the Department Manager (or designate). The Department Manager (or designate) or the employee and/or Union Steward may request a meeting to discuss and amicably settle the grievance. The meeting will take place within five (5) working days and will involve only the Union Representative(s), Management Representative(s) and employee(s) directly involved in the grievance being discussed.

Step 3: Should the grievance not be satisfactorily settled at Step 2, the Union shall within ten (10) working days after the decision at Step 2, submit the written grievance to the Plant Manager or his/her designate. The Company and the Union shall meet to discuss the grievance. The Union Representative, the local Union Chairperson or designate and employee(s) involved shall be in attendance during the meeting. It is understood the parties may refer the matter to a Board of Arbitration if both parties are mutually agreed. A written decision shall be delivered within ten (10) working days after the meeting.

Step 4: Should the grievance not be satisfactorily settled in Step 3, it may be submitted to arbitration by submitting a written demand to the Plant Manager within twenty-five (25) calendar days after receipt of the written response to Step 3. The party demanding arbitration must request a list of arbitrators from the Ontario Labour Management Arbitration Commission. The arbitrator selected by the parties, shall hear the dispute at a mutually agreeable time and place and shall render an award in writing which shall be final and binding on the employer, the Union, and the employee or employees involved. The arbitrator shall have no power to add to, subtract from, alter, amend, or modify any of the terms and provisions of this Agreement or of any written Agreement made supplementary hereto.

The Company and the Union shall divide equally and pay the fee and expense of the arbitrator and the cost of a hearing room where such service is utilized. All other expenses shall be paid by the party incurring them.

Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and ineligible for arbitration.

Time limits may be extended by mutual agreement between the parties.

6.02 Suspension grievances shall proceed directly to Step 2 of this grievance procedure. Policy, Company and Termination grievances shall proceed directly to Step 3 of the grievance procedure.

6.03 In view of recent changes to the Ontario Relations Act, and resulting decisions there from, and in view of the parties' history of amiable Labour Relations, the parties agree to the following:

That neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.

6.04 At any point prior to the arbitration step, the parties may mutually agree to utilize the services of a Grievance Settlement Officer. In such cases, both parties shall equally share the costs.

ARTICLE 7 - SUPERVISORS

7.01 Plant Supervisors or any other salaried employees will not normally perform work customarily performed by employees in the bargaining unit, except:

- (a) As a result of urgent or emergency conditions;
- (b) For the purposes of demonstration or training; or
- (c) When a regular employee is not available due to being late for work or absent from work and a suitable replacement is not available.

7.02 The Union and the Company recognize and agree to the well-known and widely-accepted industrial principle that an employee must work now and then grieve later.

ARTICLE 8 - NOTICES

8.01 Important information concerning the Company and its operations is posted from time to time on the Company's bulletin boards. With the permission of the Company's plant manager or his/her designated representative, the Union may be permitted to post routine, non-controversial union news items, such as notices of union meetings on a designated part of the Company's bulletin boards; provided, however, all such approved notices must be signed by a responsible official of the Union. A large lockable bulletin board is available for Union postings.

ARTICLE 9 - PHYSICAL EXAMINATION

9.01 The Company shall have the right at any time to require an employee to undergo physical or mental examination which may be given to the employee by an independent medical evaluation (IME) at the Company's expense. A copy of the results of the IME shall be forwarded to the Company physician and the Company shall notify the Union whether the employee is fit to resume duty based upon the IME.

The Company shall invoke its right under this Article to the extent it is required to provide an accommodation to an employee or when it has reasonable cause to believe that the examination is required to protect the health and safety of the employee or other employees in the plant.

ARTICLE 10 - MOONLIGHTING

10.01 Employees who accept full-time employment with another company while working for The Minute Maid Company Canada Inc., that impacts on job performance, health and safety (for the employee or other employees) or work scheduling, shall be considered as a voluntary quit. The Union shall be notified when such action is contemplated.

ARTICLE 11 - APPROVED LEAVE OF ABSENCE

11.01 Any regular, full-time employee who has completed his/her probationary period may request a leave of absence without pay provided that such employee makes written application to the Company and provided further that such employee secures the written approval of the Company. The Company shall respond to all requests for leaves of absence within fifteen (15) working days if possible. Although such request will be given every consideration, factors such as whether the Company can spare the employee and whether such leave would interfere with the continued, efficient operation of the Company's

business, among other factors, will also be considered. If a requested leave is approved by the Company, the leave will be granted for a specified period of time. An approved leave of absence may be renewed and/or extended by the Company in writing for good cause shown. Should an employee on an approved leave of absence overstay his/her permitted leave of absence without permission from the Company or should he/she accept gainful employment with any other employer, during an approved leave of absence, such employee's employment by the Company may be terminated without further recourse by either the employee or the Union under the grievance and arbitration procedure of this Agreement.

- 11.02** From time to time during the currency of this Agreement, upon the written request of the Union, the Company may grant leaves of absence without pay to the employees named in such request to enable them to participate in union activities. No such leave of absence shall be for a period of less than one (1) day or more than seven (7) days except that where a leave is granted to an employee to enable him/her to attend a union convention, the maximum of seven (7) days may be extended to the extent of necessary travel time to the place of convention and return. No more than four (4) such leaves will be granted in any one (1) year of the currency of this Agreement and no more than five (5) employees may be absent on such leave at any one time, subject to operational requirements. If the maximum of four (4) leaves in any year of this Agreement has been granted, the Company will consider any further request for such leave in that year on an individual basis.
- 11.03** For the specific purpose of considering full time employment with the Union, once during the term of this agreement, one employee who has been offered full time employment with the Union, may request a leave of absence without pay. During the absence, not to exceed one (1) continuous year, the employee will continue to accumulate seniority, and to the extent it is practical to do so, the Company will arrange for wage continuation, continuation of Pension and Benefits. All wages, pension and benefits provided by the Company will be reimbursed by the Union.
- 11.04** At the request of the Union, the Company will grant time off, to a maximum of four (4) employees, so that they can attend negotiation/conciliation/mediation meetings with the Company, for the purpose of renewing the collective agreement. The Company will pay an employee who would normally be scheduled to work, but is absent to attend the negotiation/conciliation/mediation. The payment will be calculated at eight (8) hours multiplied by their regular hourly rate of pay, for each negotiation/conciliation/mediation meeting between the Company and Union. No premiums will be included in the calculation of pay. The parties will share the cost of the meeting room(s).

ARTICLE 12 - JURY DUTY PAY

12.01 An employee, other than a probationary employee, who is absent from work on a regularly scheduled working day because he/she is required to serve on a jury or respond to a subpoena to testify as a crown witness shall be entitled to receive the difference between jury duty compensation and his/her regular straight time through hourly wage rate for eight (8) hours per day with a maximum of forty (40) hours per week; provided that the employee gives prior notice to his/her supervisor and furnishes the Company with a certificate of service and satisfactory evidence as to the amount of fee received.

ARTICLE 13 – SICK/PERSONAL DAYS

- 13.01 (a)** Every regular employee who has completed one (1) or more years of continuous employment with the Company shall be entitled, for each calendar year of the life of this Agreement, to payment for up to seven (7) days of absence, (in the event that an employee commences work but becomes ill during the course of the day and does not complete his/her scheduled shift, such part day of absence will, for the purposes of this Article, be counted as one-half (½) day of absence due to illness). Such payments shall be in an amount equal to eighty percent (80%) of the employee's regular rate of pay as of the first day of the calendar year. Each employee will make every effort to notify their Supervisor prior to such absence in order to assist in scheduling his/her replacement.
- (b)** The sick/personal pay credit of a regular employee who has not completed a full year of continuous employment with the Company shall be computed on the basis of a one-half (½) day credit for each completed month of continuous employment.
- (c)** No payment shall be made under this paragraph 13.01 for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g., the Group Insurance Plan, Worker's Compensation, Employment Insurance, Government Pension Plan, etc.).
- (d)** Employees shall receive a payout of 80% of the balance of his/her accrued sick/personal leave by March 1st of the following calendar year.

Employees who have either six (6) or more unused days shall receive a payout of 100% of the balance of his/her accrued sick/personal leave by March 1st of the following calendar year.

- (e) Should a delay occur in the receipt of either the Workers' Compensation Board or a Weekly Indemnity Benefit payment which extends beyond four (4) weeks and creates undue hardship for an employee, the Company may grant a pay advance approximately equal to the delayed payment. Such advances are to be repaid to the Company upon receipt of the payment of the related claim.
- (f) Sick/personal days are not for time off for work related injury or illness (W.S.I.B.). Employees agree that they will make every reasonable effort to report workplace injuries prior to taking time off for same.

13.02 The Company agrees to reimburse a reasonable cost incurred to secure a medical note required by the Company for absences less than three (3) days with the exception of notes required for employees who are at the discipline stage of the attendance management program and for purposes of Article 17.01(ii).

In all other circumstances the employee will continue to pay for medical notes.

ARTICLE 14 - BEREAVEMENT PAY

- 14.01**
- (a) In the event of the death of the spouse, common law spouse, mother, father, child, or stepchild, the employee will be allowed five (5) consecutive working days with pay at their regular rate of pay to grieve.
 - (b) In the event of the death of the brother, sister, stepfather, stepmother, grandmother, grandfather, grandchildren, mother-in-law, or father-in-law of an employee, that employee will be allowed three (3) consecutive working days with pay at their regular rate of pay to grieve. If travel to attend and return from the funeral cannot be accomplished within the allotted three (3) consecutive working days, then the employee will be granted an additional two (2) days leave of absence without pay.
 - (c) In the event of the death of an employee's brother-in-law, sister-in-law, daughter-in-law or son-in-law the employee will be allowed two (2) consecutive days off, with pay, at their regular rate of pay to grieve.
 - (d) In the event of the death of an employee's aunt, uncle, niece or nephew, the employee will be allowed one (1) day off, with pay, at their regular rate of pay to grieve.
- 14.02**
- (a) It is further understood that these days must be taken within five (5) days from the death.

(b) In the event of bereavement during an employee's vacation, such employee shall be permitted to take their bereavement entitlement, and then take the remainder of their vacation, immediately after the bereavement leave. The employee must notify their supervisor immediately if this occurs.

14.03 In the event of a bereavement service (i.e. memorial or spring internment) occurs outside of the period indicated in 14.02 (a) the employee may retain up to two (2) of the bereavement days indicated in 14.01 (a), (b), (c) or (d) to be used consecutively to attend the bereavement service. These days must be used within a year of the death. The Company may require proof of this bereavement service prior to the employee having benefit from this article. Employees must provide a least two (2) weeks prior notice of the days required off.

ARTICLE 15 - HOURS OF WORK/OVERTIME

15.01 For the purposes of this Agreement, the basic work week of employees is forty (40) hours, Monday through Friday. The basic hours of work would be the following:

Night shift, 11.00 p.m. to 7.30 a.m.;
Day shift 7.00 a.m. to 3.30 p.m.; and
Afternoon shift, 3.00 p.m. to 11.30 p.m.

It is agreed for purposes of the maintenance department, the Monday shift may commence as early as 9:00 p.m. Sunday.

In addition to the standard shifts, the Company may from time to time post straight (non-rotating) shifts as required by the business as mutually agreed by the Company and Union.

15.02 For the purposes of this Agreement, time worked shall be calculated in units of six (6) minutes and periods of work of less than six (6) per day shall be disregarded.

15.03 All time worked in excess of the basic work day of eight (8) hours, before or after, shall be considered as overtime and shall be paid at the rate of time and one-half (1½) the regular rate of the job performed. Time worked in excess of twelve (12) consecutive hours shall be paid at the rate of two (2) times the regular rate of the job performed.

Whenever an employee's regular scheduled working hours are changed by the Company, that is, both starting and finishing time changed, except in the case of "call-out", or unless the shift change was at the employee's request and mutually agreed to between the employee and his supervisor, or unless the employee was informed of the change at least forty-eight (48) hours prior to the commencement of the new shift, he/she shall be paid at

the rate of time and one-half (1½) the regular rate for the work performed during his/her first two (2) working days following such change. Unless prior expressed approval was given by the supervisor, in the event the Employee starts before his/her regular scheduled start time and subsequently finishes beyond his/her regularly scheduled finishing time, the shift will be considered unchanged and time before and after his or her regularly scheduled shift will be considered as overtime.

15.04 Every employee shall be paid at the rate of time and one-half (1½) the rate of the job performed for all work performed by him/her and required by the Company on a Saturday, and shall be paid two (2) times the rate of the job performed for all hours worked on a Sunday.

15.05 Every employee who is regularly scheduled to work between 11.00 p.m. and 12.00 a.m. on a Sunday shall, while so scheduled, be paid a premium of \$1.75/hour for work performed by him/her and required by the Company.

15.06 Where it is anticipated that any employee will perform additional work required by the Company for a period of one-half (½) hour or more immediately following his/her normal work period of eight (8) hours in any day, he/she shall be granted a rest period of ten (10) minutes, with pay, before commencing such additional work.

15.07 Where any period of additional work referred to in paragraph 15.03 hereof will continue for more than four (4) consecutive hours, the employee shall, after having worked for two (2) hours, be given a break of one-half (½) hour, without pay, to enable him/her to have a meal. 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 ten (10) minutes, with pay at a convenient time after four (4) or more hours additional work has commenced.

If such additional work should continue for more than four (4) consecutive hours following resumption of work following the meal break, an additional paid meal period of one-half (½) hour shall be provided.

15.08 Every employee will be allowed one (1) paid rest period of ten (10) minutes during each one-half (½) shift. Rest periods will be arranged as near the mid-point of each one-half (½) shift as possible.

If the employee's Supervisor requires the employee to be available (i.e. remain on Company premises) during the lunch break period, the employee will be paid for the lunch period.

15.09 The Company will endeavour, insofar as the requirements and efficiency of operations will permit, to assign planned overtime work (i.e., overtime scheduled at least thirty-six (36) hours in advance, or on a Saturday and/or Sunday) following the procedure outlined in this clause. A job incumbent as referenced below, shall be defined as the individual who has been awarded the position through the job posting procedure. Scheduled overtime will be offered in up to a maximum of four (4) hour blocks on a voluntary basis.

Overtime

In the event that the Company determines that overtime work must be performed, it shall be awarded as follows:

- (i) Overtime will be awarded, based on seniority, to those who signed the scheduled overtime posting sheet, in the following order.
 - 1) job incumbent;
 - 2) other employees in the department, who are qualified and able to perform the work required;
 - 3) other employees in the bargaining unit, who are qualified and able to perform the work required;
 - 4) Employees who have been trained on tasks for short term layoff per Article 5.01(d) ("Short Term Layoff");
 - 5) Temporary employees who are qualified and able to perform the work;
 - 6) If scheduled overtime needs are still not met by utilizing temporary employees, the employer may then offer the overtime to employees who have booked vacation on a regularly scheduled work day of their shift pattern by seniority provided they are qualified.

For the purposes of scheduled overtime on base on frozen, we will follow the same procedures in 15.09(i) beginning with step 2 recognizing Frozen as the department.

- (ii) Should the Company's needs still not be met the Company will refer to the unscheduled overtime sheet. If vacancies still exist a temporary employee may be used. An unscheduled overtime sheet will be posted weekly and will differentiate between Utility overtime and overtime for posted positions. An employee who has signed the unscheduled overtime sheet may refuse the overtime work once during

the week without penalty. A second refusal will result in the employee's name being removed from the list for that week.

- (iii) If a temporary employee has started a Utility job and a regular employee has signed the unscheduled overtime sheet, the regular employee will take over the job from the temporary employee for the remainder of the shift provided the temporary employee has worked at least four (4) hours on that shift.
- (iv) Any regular employee posting for Utility work will be paid at the Utility Rate. Utility jobs include: rework, re-casing, repackaging, difficult ingredients and general cleaning.
- (v) In addition to the language outlined in 15.09(ii), temporary employees may be used for the purposes of replacing regular employees on vacation, leave of absence, training, maternity/paternity leave, Weekly Indemnity, Workers Compensation, Continental Shift Assignment, bereavement, special projects not to exceed twenty (20) working days, or sick leave following the third consecutive sick day of a regular employee.
- (vi) Where possible, and based on qualifications and experience the temporary employee will fill the lowest rated job available on the shift the vacancy has occurred.
- (vii) A temporary employee may remain in his/her job until the permanent replacement arrives on shift.

15.10 A "call-out" is where an employee has completed his/her full day's work, has left the premises of The Minute Maid Company Canada Inc. and is required to return to work that day. Any employee reporting for work on a "call-out" shall be entitled to be paid for all hours of work performed at the rate of time and one-half (1½) his/her regular hourly rate or four (4) hours of work at his/her regular rate, whichever is greater.

15.11 An employee who reports for work at his/her scheduled time, not having been previously notified to the contrary, shall be entitled to a minimum of four (4) hours pay at the rate of pay to which he/she would have been entitled for work he/she had been scheduled to perform on that day, but it is agreed that he/she shall perform any suitable work for this four (4) hour period, if so required. However, it shall remain the responsibility of an employee who has been absent from work to check with the Company to determine if work is available before returning and failure to do so shall result in his/her being considered as unavailable for work on that shift. If an employee is absent from work with approval on a Friday, it will be presumed that he/she will be available for work on the following Monday, unless he/she advised the Company to the contrary. Therefore should

such an employee be unable to report by Monday, he/she must notify the Company to that effect prior to his/her scheduled starting time.

15.12 An employee who has successfully bid on a new job shall still hold his/her incumbency during the trial/familiarization/training period defined in Article 5.01(e) for scheduled overtime purposes only.

15.13 In the event that any overtime requirements cannot be filled on a voluntary basis, the Union will endeavor to make every reasonable effort to assist the Company in having the work completed.

ARTICLE 16 - NIGHT SHIFT PREMIUM

16.01 Every hourly rated employee shall be paid a night shift premium of one dollar (\$1.00 per hour) for work performed by him/her and required by the Company after 3:00 p.m. in a day and before 7:30 a.m. in the following day. The premium shall be provided for the entire shift scheduled.

ARTICLE 17 - HOLIDAY PAY

17.01 Eligible employees shall receive eight (8) hours of pay at their regular straight time rate for the following recognized holidays.

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

In order to receive holiday pay, employees must:

- (i) have seniority on the day the holiday occurred; and
- (ii) have worked their complete scheduled shift immediately before and their complete scheduled shift immediately after the holiday unless they were laid off within the work week in which the holiday occurred, or unless otherwise excused, or medical justification for such absence is provided.

Employees who work on a holiday will be paid at the rate of two (2) times his/her hourly rate for all work performed by him/her and required by the Company on a holiday.

Employees who are otherwise eligible for holiday pay but go or return from a sick leave or layoff within seven (7) days of the holiday shall be paid for the holiday.

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 the day in the year to be designated as any one of the holidays mentioned above, the Company shall decide the question for purposes of this Agreement, after consultation with the Union.

In the event that December 31 falls on a regularly scheduled work day, Shift 3 employees will be scheduled to work on Shift 2.

17.02 If, during the life of this Agreement, a holiday should be declared by government which is not listed above and which is to be generally observed in the Province of Ontario, such holiday shall be observed and paid by the Company under the same terms and conditions as apply to the holidays which are listed above.

17.03 Employees transferring from a continental shift pattern (6-day or 7-day) to a regular, 5-day rotation, who still have outstanding lieu days (as outlined above) to utilize, may exercise one of the following options:

- i. Twelve (12) continuous regular working hours off, to be taken at a mutually agreeable time, paid out at the continental incumbency rate of pay; or
- ii. Eight (8) regular working hours off, to be taken at a mutually agreeable time, plus four (4) hours pay, all paid out at the continental incumbency rate of pay; or
- iii. Twelve (12) hours paid out at the continental incumbency rate of pay.

17.04 The following tables outline the holidays and the observed dates:

5-Day Schedule

NAME	2017	2018	2019	2020	2021
New Year's Day	.....	Mon Jan 01	Tue Jan 01	Wed Jan 01	Fri Jan 01
Family Day	.....	Mon Feb 19	Mon Feb 18	Mon Feb 17	Mon Feb 15
Good Friday	.....	Fri Mar 30	Fri Apr 19	Fri Apr 10	Fri Apr 02
Victoria Day	.....	Mon May 21	Mon May 20	Mon May 18	Mon May 24
Canada Day	.....	Mon Jul 02	Mon Jul 01	Wed Jul 01	Thu Jul 01
Labour Day	Mon Sep 04	Mon Sep 03	Mon Sep 02	Mon Sep 07	.....
Thanksgiving	Mon Oct 09	Mon Oct 08	Mon Oct 14	Mon Oct 12	.....
Christmas Eve	Wed Dec 27	Mon Dec 24	Tue Dec 24	Thu Dec 24	.....
Christmas Day	Mon Dec 25	Tue Dec 25	Wed Dec 25	Fri Dec 25	.....
Boxing Day	Tue Dec 26	Wed Dec 26	Thu Dec 26	Mon Dec 28	.....

6-Day Schedule

NAME	2017	2018	2019	2020	2021
New Year's Day	.....	Mon Jan 01	Tue Jan 01	Wed Jan 01	Fri Jan 01
Family Day	.....	Mon Feb 19	Mon Feb 18	Mon Feb 17	Mon Feb 15
Good Friday	.....	Fri Mar 30	Fri Apr 19	Fri Apr 10	Fri Apr 02
Victoria Day	.....	Mon May 21	Mon May 20	Mon May 18	Mon May 24
Canada Day	.....	Sun Jul 01	Mon Jul 01	Wed Jul 01	Thu Jul 01
Labour Day	Mon Sep 04	Mon Sep 03	Mon Sep 02	Mon Sep 07	.....
Thanksgiving	Mon Oct 09	Mon Oct 08	Mon Oct 14	Mon Oct 12	.....
Christmas Eve	Sun Dec 24	Mon Dec 24	Tue Dec 24	Thu Dec 24	.....
Christmas Day	Mon Dec 25	Tue Dec 25	Wed Dec 25	Fri Dec 25	.....
Boxing Day	Tue Dec 26	Wed Dec 26	Thu Dec 26	Sat Dec 26	.....

Employer will post the date of the Floater day by no later than January 31st of each year.

17.05 All lieu days must be taken by March 31st of the following year in which they were granted. If not used, these days will be paid-out on the first pay period following March 31st.

ARTICLE 18 - VACATION

18.01 Every employee who, during the life of this Agreement, completes a year of continuous employment with the Company, will qualify for a vacation with pay, unless he/she already has been granted and has taken a vacation with pay in respect of that year of employment. The Company shall have the right to determine the number of employees that will be allowed to take vacation at any given time in each department and such vacation time will be given at a mutually agreeable time. The number of employees determined in each department will apply only to those assigned to the department. Vacation request forms will be issued to each employee by January 1st and must be completed and returned by February 28. Any employee or employees that do not return their request forms by February 28 will forfeit their seniority right to vacation preference. The vacation schedule will be posted by April 1st.

18.02 The length of vacations to which each employee will be entitled will be governed by the total length of his/her continuous service with the Company, and will be determined from the schedule in the paragraph below.

18.03 The amount of pay to which each employee will be entitled in respect of his/her vacation will be determined in accordance with the paragraph below. The earnings on which the calculation will be based shall be total earnings from the Company for the year of service in respect of which the vacation is granted including any premium pay (overtime, night shift, etc.) and pay for time not worked (vacations, observed holidays, sick pay, etc.).

18.04 Schedule of Vacation with Pay Entitlement during the Life of this Agreement:

<u>LENGTH OF SERVICE</u>	<u>LENGTH OF VACATION</u>	<u>% OF EARNINGS PAYABLE</u>
1 but less than 5 years	2 weeks	4%
5 but less than 10 years	3 weeks	6%
10 but less than 20 years	4 weeks	8%
20 but less than 30 years	5 weeks	10%
30 years or more	6 weeks	12%

18.05 If an employee's vacation pay calculated on the basis of his/her current hourly rate, multiplied by forty (40) hours for each week of vacation to be taken would be greater than the amount to which he/she would be entitled under paragraph 18.04 above, then he/she will be paid the greater amount, and provided further that if, during the year of service in

respect of which the vacation is granted, the employee has been absent from work (in the aggregate) for more than twenty-five (25) working days due to layoff, or for more than ninety (90) working days for any other reason other than an absence on Workers' Compensation, then vacation pay shall be calculated only on the percentage basis set out in paragraph 18.04 above. If, during any year of service an employee has been absent for more than ninety (90) working days, (other than absence on Workers' Compensation), he/she may, if he/she so wishes (but only to the extent permitted by law) waive one (1) or more weeks of his/her vacation entitlement for that year without reduction in the percentage basis (only vacation pay for which he/she qualifies).

18.06 Annually prior to March 1st, eligible employees will be paid a vacation pay adjustment.

ARTICLE 19 - SAFETY

19.01 The Company will make reasonable provisions for the health and safety of the employees during working hours and will furnish adequate facilities and equipment for that purpose at no cost to the employee. Employees will make reasonable efforts to ensure safe keeping of all such facilities and equipment.

19.02 The employees will cooperate in the strict observance of all safety regulations at all times. They will make full use of all safety and accident prevention devices and equipment as provided, and maintain safe working practices during their working hours of employment. It is the responsibility of employees to observe all safety provisions and to immediately advise the supervisor or plant manager of any unsafe working conditions.

19.03 A safety committee will be made up of one (1) employee member from each department and up to same number of members from the Company who will meet at regular intervals. The employee members will be appointed by the Union, if the Union cannot find department representatives, the positions may remain vacant.

19.04 On April 28, the Employer is to provide a minute of silence, during each shift overlap, in recognition of the Day of Mourning.

ARTICLE 20 - UNION REPRESENTATIVE

20.01 The Company recognizes the right of the Union to appoint or select six (6) Union representatives, two (2) of which will be the Chairperson and the Chief Steward, from among employees to assist employees in processing and presenting grievances to the designated representative of the Company in accordance with the grievance procedure herein. The Union shall keep the Company informed, in writing, of the Union representatives' name and effective date of their appointment. Members of the executive

may act as alternate Union representatives as a result of absence or availability. The Chairperson to have e-mail access within ninety (90) days.

Should the Peterborough facility not achieve the frozen juice production for the United States, the amount of union representatives shall be reduced to five (5). In the event the reduction is necessary, the current six (6) representatives will only be reduced should one (1) of the representatives vacate a position or when the Union calls the next election in accordance with its practice.

20.02 The Union acknowledges that the Union representatives have their regular duties to perform on behalf of the Company and they shall not absent themselves from their work station in order to present a grievance under the grievance procedure herein without first obtaining the permission of their immediate supervisor, which shall not be unreasonably withheld.

20.03 The Company agrees that Union representatives will not suffer any loss of pay for the time necessarily spent during working hours while processing grievances under the grievance procedure but not arbitration.

The Union Chairperson and the Chief Steward will be paid for all time requested by the employer to meet with the employer for the purpose of processing grievances under the grievance procedure but not arbitration.

Payment will not be made to employees for attending meetings during mediation or arbitration stages, or for which an external party is required.

20.04 The Union Chairperson shall have super seniority for layoff purposes only.

ARTICLE 21 - SAVINGS CLAUSE

21.01 If any part of this Agreement is held unlawful by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect. The parties agree to renegotiate any portion of this Agreement determined to be unlawful.

ARTICLE 22 – WAGES

22.01 The following wage brackets with job classifications and straight time hourly wage rates shall apply:

Note: If the Company wishes to increase the straight time hourly wage rate for an employee in a given job classification, the wage rate for all employees working in that classification will be increased to this rate.

			WAGE RATES			
			Effective	Effective	Effective	Effective
WAGE BRACKET			9/1/2017	9/1/2018	9/1/2019	9/1/2020
1		General Utility	\$22.65	\$23.10	\$23.55	\$24.15
		Janitor	\$22.65	\$23.10	\$23.55	\$24.15
2	(a)	Frozen Filler	\$24.30	\$24.75	\$25.20	\$25.80
		Frozen Caser	\$24.30	\$24.75	\$25.20	\$25.80
		Fork Lift-Frozen	\$24.30	\$24.75	\$25.20	\$25.80
		Fork Lift-Base Blend	\$24.30	\$24.75	\$25.20	\$25.80
		Floater	\$24.30	\$24.75	\$25.20	\$25.80
		Custodian	\$24.30	\$24.75	\$25.20	\$25.80
	(b)	Fork Lift-Warehouse	\$24.77	\$25.22	\$25.67	\$26.27
3		Shipper/Receiver	\$25.61	\$26.06	\$26.51	\$27.11
		Frozen Reprocessor	\$25.61	\$26.06	\$26.51	\$27.11
		Frozen Blender	\$25.61	\$26.06	\$26.51	\$27.11
		Base Blend Blender	\$25.61	\$26.06	\$26.51	\$27.11
		Material Handler	\$25.61	\$26.06	\$26.51	\$27.11
4	(a)	Maintenance Utility	\$27.28	\$27.73	\$28.18	\$28.78
		Water Treatment Co-ord.	\$27.28	\$27.73	\$28.18	\$28.78
	(b)	Quality Control Tech	\$27.69	\$28.14	\$28.59	\$29.19
		Quality Verification Technician	\$27.69	\$28.14	\$28.59	\$29.19
		Raw Materials Technician	\$27.69	\$28.14	\$28.59	\$29.19
5	(a)	(All without B license)				
		Journeyman Millwright	\$30.38	\$30.83	\$31.28	\$31.88
		Journeyman Electrician	\$30.38	\$30.83	\$31.28	\$31.88
		Forklift Mechanic	\$30.38	\$30.83	\$31.28	\$31.88
		P.M. Co-ordinator	\$30.38	\$30.83	\$31.28	\$31.88
	(b)	(All with B license)				
		Journeyman Millwright	\$32.46	\$32.91	\$33.36	\$33.96
		Journeyman Electrician	\$32.46	\$32.91	\$33.36	\$33.96
		Forklift Mechanic	\$32.46	\$32.91	\$33.36	\$33.96
		P.M. Co-ordinator	\$32.46	\$32.91	\$33.36	\$33.96

Note:

Active full-time and temporary employees as of September 1, 2017 shall receive a one-time lump sum payment of one thousand dollars (\$1,000.00), payable by October 13, 2017.

All Employees shall perform any and all work within their competence which may be assigned to them by the Company.

The Company shall have the right to establish new job classifications and may also establish the wage to be paid for work in any such new job classification. The Company shall have the absolute right to establish a new job classification and the wage applicable thereto on a temporary basis. If the new job classification is established and if the Union so requests, the Company shall confer with the Union in order to establish a wage rate to be paid for such new job classification. In the event that the Company and the Union cannot agree after such conference, either party may refer the issue to arbitration, and such arbitrator will have full jurisdiction to determine the appropriate wage.

An employee designated as lead person shall receive seventy-five cents (75¢) an hour above the highest paid wage bracket in the department. In addition to regular duties lead hand is a direction and notification function as it applies to other employees and in no way shall a lead hand discipline another employee.

- 22.02** A regular maintenance department employee with at least one (1) year's seniority and completing the trial period, shall receive during the first week of January each year, a gift card in the amount of three hundred dollars (\$300.00) to be used for the replacement of worn out or lost tools or the purchase of new tools. It is understood such employees must maintain an adequate complement of tools for the performance of their duties.

It is understood that employees must keep receipts (that document purchases made) for income tax purposes.

- 22.03** Any employee temporarily transferred to another job for more than two (2) hours shall receive his/her wage rate or the wage rate of the job to which he/she is transferred, whichever is greater.

- 22.04** Where an employee is temporarily transferred to a job which carries a lower rate of pay than the job from which he/she was transferred will receive the lower rate of pay unless work is available for him/her in the job from which he/she was transferred than the employee shall continue to be paid at the higher rate. In all cases, if the transfer to a lower paying job result from an employee's request, the employee will receive the lower rate.

- 22.05** In all cases of permanent transfer, the transferred employee will be paid the rate of the job to which he/she is transferred.

22.06 (a) Refrigeration Operators carrying the cell phone will be paid twenty-five dollars (\$25.00) for each eight (8) hour period or portion thereof plus call in pay if called in. The cell phone schedule shall have enough weekend entries so that all Refrigeration Operators can volunteer once per schedule by order of seniority. If there are no volunteers for any or all weekend entries on the cell phone schedule then Refrigeration Operators shall be assigned in reverse order of seniority by the Chief Refrigeration Operator. No Refrigeration Operator will be required to carry the cell phone more than two (2) weekend entries on a schedule.

A special Christmas/New Year's cell phone schedule will be produced with enough single day entries to cover the holiday season. The Christmas/New Year's holiday cell phone schedule will be circulated to all Refrigeration Operators with the same provisions as the weekend cell phone schedule except that Refrigeration Operators can volunteer for one or more single day entries.

(b) An employee who is being appointed as acting chief refrigeration operator will receive a premium of two dollars and seventy five cents (\$2.75) per hour.

22.07 The Company will reimburse each Maintenance employee for the cost of their annual refrigeration license renewal.

22.08 Payroll errors of \$150 or greater reported directly to a Manager or Supervisor will be rectified within three (3) business days, by way of an off cycle cheque issued to the impacted employee(s).

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.01 (a) If, during the life of this Agreement, the Company wishes to make a technological change in its operations which would have the effect of abolishing existing job classifications or creating new job classifications or which would result in the layoff of any regular employee, the Company agrees that, before introducing such technological change, it will meet with the Union to discuss the matter and to attempt to resolve the problems created by such technological change, as well as to attempt to lessen the impact of such technological change on the employee affected.

(b) If, as a result of a technological change in the Company's operation an employee is assigned to a job having a lower rate of pay than the rate of pay he/she formerly received, he/she shall continue to be paid at his/her former rate of pay until the job rate for his/her new classification equals his/her former rate.

- (c) If a regular employee should be displaced from his/her job by reason of a technological change in the Company's operations, and provided the employee has the necessary qualifications to perform the work available after a reasonable training period, the Company shall arrange, for him/her to receive such training.
- (d) In the event of a technological change, the Company agrees to meet with the Union to discuss a workplace adjustment plan.

ARTICLE 24 - HEALTH INSURANCE PLANS

24.01 It is agreed that subject to any future legislation affecting such matters, the arrangement described below will continue in force during the life of the Agreement.

- (a) The Company's Extended Group Insurance Plan will remain in force and the Company will continue to pay 100% of the Life Insurance Premiums and 100% of the Weekly Income Benefit Premiums. Full-time employees shall pay through a weekly payroll deduction the amounts listed below towards the cost of the Major Medical and Dental Premiums. Reimbursement for supplementary health benefits will be 100%. Full details are outlined in the benefits booklet.

Full-time Employee Major Medical and Dental Weekly Insurance Premiums:

Coverage Tier	Eff. Jan. 1, 2018 – Aug. 31, 2018	Eff. Sept. 1, 2018 – Aug. 31, 2019	Eff. Sept. 1, 2019 – Aug. 31, 2020	Eff. Sept. 1, 2020 – Aug. 31, 2021
Employee Only	\$10.00	\$10.00	\$10.00	\$13.64
Employee + 1	\$15.00	\$15.00	\$20.00	\$34.10
Employee + Family	\$15.00	\$15.00	\$20.00	\$34.10

Life Insurance coverage will be \$40,000; Optional Life Insurance through the Company's plan to a maximum of \$250,000 may be purchased at the employee's expense through weekly payroll deduction. The Company will provide a coverage sheet outlining life insurance, optional life insurance, STD and LTD benefit each October. Weekly Income Benefits are 66 2/3% of earnings to a maximum of \$1,000. A provision for first day hospital coverage is included. Supplemental Health for Semi Private Room, the Company's share of premium will be 100%.

Short term disability is for a period up to fifty-two (52) weeks. It is agreed there shall be a twenty-four (24) working hours waiting period for WI for both the eight (8) hour and twelve (12) hour shift patterns.

Long Term Disability (LTD)

Benefit is paid at sixty-six and two-thirds percent (66 2/3%) of the employee's regular incumbent rate. The benefit cap is \$2,000 per month.

First two (2) years own occupation.

After two (2) years of LTD benefit any or own occupation to age sixty-five (65) for which they are qualified.

- (b) The Company's Dental Care Insurance Plan will remain in force and full-time employees shall pay through a weekly payroll deduction the amounts listed in Article 24.01(a) towards the cost of the Major Medical and Dental Premiums. Reimbursement will be 100% for dental, to a maximum of \$2000 per calendar year. Effective September 1, 2008, the maximum is increased to \$3,000 per calendar year. Effective September 1, 2008, the orthodontic benefit for dependent children is increased to \$3,000. Full details are outlined in the benefits booklet.

The Dental Fee guide will continue to be the current Fee guide for the province of residence.

- (c) Employees will be granted maternity leave according to the Employment Standards Act of Ontario and may further request by four (4) weeks' notice in writing, two (2) additional months leave without pay or benefits. The Company will pay these benefits for one (1) month if she returns from her maternity leave and works for two (2) months.

Maternity - Full-time employees who are eligible for maternity leave may receive the following top up payments:

- (i) Upon production of confirmation of eligibility from EI the employee will receive payment for the two (2) week waiting period equal to 66 2/3% of the regular incumbent rate based on a five (5) day work week.
- (ii) Top up payments for the following four (4) weeks will be contingent upon receipt of EI and top up EI to 66 2/3% of the regular incumbent rate based on a five (5) day work week.
- (d) Each employee who has applied and/or is receiving income benefits through W.S.I.B., Weekly Income Benefits and Long Term Disability Employees will

contribute, as per Article 24.01(a), towards the cost of the Major Medical and Dental Premiums.

(e) In the event of a layoff, employees who are laid off will be eligible for all benefits as mentioned in this article for the remainder of the month in which the layoff occurred and until the end of the following month. Weekly Income Benefits and Long Term Disability are excluded.

(f) (i) The Company will continue to pay the full monthly benefit premiums and continue to provide the benefits as identified in the Minutes Of Settlement dated June 26, 2009 for all employees who have retired with at least sixty (60) years of age and at least fifteen (15) years of service in the Company prior to August 31, 2010.

The Company will continue to pay full monthly premiums for each of the above employee's Spouse and will continue to provide these benefits up to the lifetime maximums, if any, and pay the premiums until the Spouse's death.

The Company shall supply, to each retired employee, on an annual basis, a version of the benefits plan.

(ii) Effective September 1, 2010 the Company shall provide to each employee who retires with at least sixty (60) years of age and at least fifteen (15) years of service a Health Spending Account. The Health Spending Account shall be inclusive for the employee, the employee's Spouse and any eligible dependents up to the expiry of the Lifetime Maximum.

Plan will be modeled after Coca-Cola Ltd. Health Spending Account, Contract No. 5863 with Sun Life Insurance with amendments for Lifetime Maximums: \$25,000; Annual Credits: \$2000; and a stipulation that the Company will cover the need of Private Duty Nursing up to \$5,000 in credits over and above the lifetime maximum.

The Company shall supply, to each retired employee, on an annual basis, an updated Health Spending Account booklet.

(g) The Company shall supply, to each bargaining unit employee, on an annual basis, an updated version of the benefits plan.

- (h) The Company agrees to maintain the same level of benefits in each of the foregoing plans for the life of this Agreement. At the Company's request, the parties will meet and discuss the substitution of another Insurance Carrier for Health & Wellness Benefits for active employees during the life of this agreement. Upon mutual agreement, the Company may substitute such Carrier.

ARTICLE 25 - CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN

25.01 Effective July 1, 2015, the Company agrees to contribute to the Trust Fund of Canadian Commercial Workers Industry Pension Plan an additional twenty cents (\$.20) per hour to the aforementioned one dollar and twenty-five cents (\$1.25) per hour for a total contribution of one dollar and forty-five cents (\$1.45) per hour to a maximum of 2000 hours each year. The Company agrees to sign documents, forms, reports or information necessary for the Trustees to administer the plan.

25.02 Employee contributions:

Effective July 1, 2015, as part of the restructuring of the Trust Fund of Canadian Commercial Workers Industry Pension Plan active members will begin making the following contributions depending upon the number of years of continuous service you have in the Plan.

PERIOD OF CONTINUOUS SERVICE	MEMBER CONTRIBUTION RATE
** Less than 2 years	0¢/hour
2 years but less than 8 years	22¢/hour
8 or more years	40¢/hour

** Employees who become a Plan Member before 2 years of continuous service, Member contributions will commence when you become a Plan Member at the rate of 22¢ per hour until you have 8 years of continuous service.

ARTICLE 26 - VISION PLAN

26.01 Effective September 1, 2007, the Company will provide a maximum benefit of three hundred dollars (\$300.00) for each person covered herein, every consecutive 24 months.

In addition, the Company will supply prescription safety glasses as required. Employees will be given a purchase order for the current supplier prior to the purchase of the safety glasses. No reimbursement will be provided for glasses purchased privately.

ARTICLE 27 - GIFT

27.01 The Company will make a gift of three (3) months' pay to a surviving estate when the death of an active employee occurs.

ARTICLE 28 - W.S.I.B.

28.01 (a) In the event of an employee's absence due to sickness or injury and a claim has been initiated with the Workers' Safety Insurance Board, and subsequently denied, the employee may apply for Weekly Indemnity Benefits under the provisions of the Weekly Indemnity Plan. It is recognized by the parties that the Workers' Compensation Board as identified in this collective agreement, is now legally referred to as the Workplace Safety Insurance Board.

(b) The Employer will provide a complete copy of the incident report to the Union Plant Chairperson and Joint health and Safety Committee.

ARTICLE 29 - FREEZER WEAR

29.01 Regular full time employees in Shipping and full-time Material Handlers will be issued a Purchase Order Request in the value of one hundred eighty dollars (\$180.00) payable September 1st (in year one (1) of the Collective Agreement, this purchase order request will be issued within three (3) weeks of the ratification) of each year for the purchase of freezer wear. The Company will purchase four (4) jackets per year for use in the caser/filler.

The Company will provide a proper freezer attire set including: Freezer Jacket, Pants, Insulated Gloves, Toque, Neck Warmer, and Fleece Under Liner. All other clothing is considered "wear". Employees in the trial period (30 days) will be loaned a freezer attire set. An employee that either declines the role, or is working in the Warehouse on a short term assignment, is expected to return the freezer attire set to the Warehouse Supervisor.

On a one time basis only, employees with 80 hours or more of warehouse lift truck time, as of October 27, 2013, will receive a Purchase Order Request in the value of seventy dollars (\$70.00) for the purchase of Freezer Wear. After October 27, 2013, any employee who receives two hundred (200) hours of warehouse lift truck time in a calendar year will

receive a Purchase Order Request in the value of seventy dollars (\$70.00) the following January for the purchase of Freezer Wear.

ARTICLE 30 - SAFETY FOOTWEAR

30.01 The Company will cover the cost of Safety Footwear, to a maximum of one hundred eighty dollars (\$180.00) per employee per contract year

30.02 In continuation of our policy for SAFETY FOOTWEAR, please note the following:

(a) Safety footwear is required during the course of work assignments and it is the responsibility of the employee to be properly attired. Company provided safety footwear is to be worn on Company property only;

(b) Each year, personnel will be eligible for a new issue as of their respective anniversary dates;

(c) In the unusual circumstance that due to damage a replacement issue is required, prior to the employee's anniversary date, the Supervisor may issue a Purchase Order Request;

(d) Personnel who prefer to use their time to visit our approved suppliers should have with them a Purchase Order Request which may be obtained from their Supervisor; and

(e) The norm for safety footwear is a robust boot with these qualities:

- minimum 6 inch boot
- safety approved toe cap
- a standard work boot heel and slip resistant sole
- puncture resistant soles (green patch)

ARTICLE 31 - EDUCATION

31.01 Upon successful completion (pass) of a workplace-related educational course, pre-approved by the Company, the employee will be reimbursed fifty percent (50%) of the tuition cost of the course, up to a maximum of two hundred dollars (\$200.00) per calendar year. The Company will pay the tuition and course material cost associated with an educational course to be taken at the Company's request.

ARTICLE 32 - EMPLOYEE JUICE SALES PROGRAM

32.01 The Company agrees to facilitate employee juice purchases through payroll deduction.

ARTICLE 33 -- UNIFORMS

33.01 The arrangements for uniforms and laundering has been established as follows:

- (a) Uniforms are rented from and laundered by an outside service;
- (b) Each employee (except Warehouse) has been assigned work clothing on the basis of 10 shirts and 5 pairs of pants. Warehouse will be assigned work clothing on the basis of 7 shirts and 5 pairs of pants;
- (c) Uniforms are picked up for laundering once per week at which time the previous pickup is returned;
- (d) Should repair of specific complaint for a garment be encountered, a note should be attached to the garment in question; and
- (e) Should you have problems which persist, or loss of a uniform please advise your Supervisor promptly for follow up.

ARTICLE 34 – SEVERANCE

34.01 Severance will be paid as follows:

Less than five (5) years, one (1) week for each year of service;
Five (5) or more years, two (2) weeks for each year of service;
Overall maximum of thirty-two (32) weeks payable.

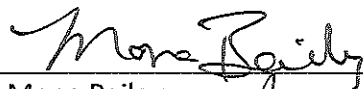
ARTICLE 35 - DURATION OF AGREEMENT

35.01 This Agreement shall be in full force and effect until 11:59 p.m., August 31, 2021. If either party wished to terminate, modify or change this Agreement, it shall, at least sixty (60) days prior to August 31, 2021, give written notice of such intention to the other party. If neither party shall give notice of such intention as provided, this Agreement shall continue in effect after August 31, 2021, subject to termination or modification thereafter by either party upon sixty (60) days' written notice.

The parties hereto have signed and set their hands thereto this 16 day of November, 2017.

**UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175**

THE MINUTE MAID COMPANY CANADA INC.




Mona Bailey



Bryan Churgin



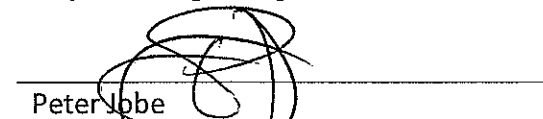
Tom Hughes



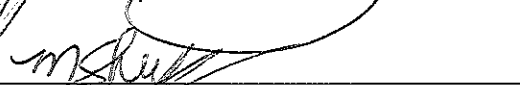
Baljinder Singh Sangha



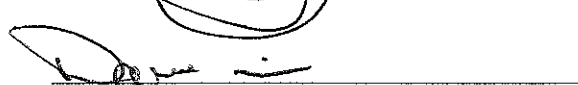
Paul Handy



Peter Jobe



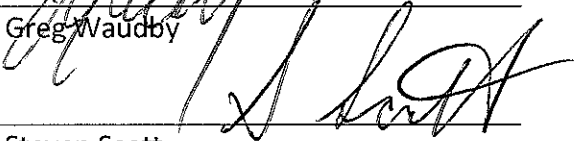
Mary Sherk



Dave King



Greg Waudby



Steven Scott

APPENDIX A

THE MINUTE MAID COMPANY CANADA INC.

AUTHORIZATION FOR DEDUCTION OF INITIATION FEE

In consideration of my acceptance into membership of the United Food & Commercial Workers International Union, and in accordance with the provision of Article 2.03(b) of the Collective Agreement in effect at the date hereof between the Company and the said Union, I hereby authorize the Company to deduct from the next weekly pay hereafter due to me such amount as is presently certified by the Union to the Company as being the amount of its current initiation fee.

Dated at Peterborough, Ontario, this _____ day of _____, 20_____

Witness

Employee Signature

APPENDIX B

THE MINUTE MAID COMPANY CANADA INC.

IRREVOCABLE AUTHORIZATION FOR DEDUCTION OF UNION DUES

As a condition of my employment by the Company and in accordance with the provisions of Article 2.03(a) of the Collective Agreement in effect at the date hereof between the Company and the United Food & Commercial Workers International Union, I hereby authorize the Company to deduct from each weekly pay hereafter due to me, such amount as may from time to time, be certified by the Union to the Company as being the amount of Union Dues currently payable.

This authorization shall remain effective during the life, and any statutory extension, of the Collective Agreement in effect at the date hereof between the Company and the above-mentioned Union and of any Collective Agreement made thereafter between the Company and the said Union which contains provisions similar to those in the said Article 2.03(a).

Dated at Peterborough, Ontario, this _____ day of _____, 20____.

Witness

Employee Signature

APPENDIX C
SIX (6) DAY CONTINENTAL SHIFT PATTERN

SECTION 1 - CONTINENTAL SHIFT PERIODS

The following provisions apply to the implementation of continental shifts:

- (i)** The definition of a continental shift, or a workday, under this shifting pattern, will comprise a consecutive twelve (12) hour period. A twelve (12) hour shift will be deemed to be a regular scheduled shift. The basic work week will be thirty-six (36) hours in duration.
- (ii)** Employees on continental shifts are entitled to two (2) paid ten (10) minute breaks and two (2) paid half (½) hour meal periods during each shift, as follows, subject to supervisory approval:
 - (1)** First break period will be during the first four (4) hours;
 - (2)** First meal period to commence no later than five (5) hours after the start of the shift;
 - (3)** Second break will occur between the two (2) meal breaks;
 - (4)** Second meal period to commence no later than ten (10) hours after the start of the shift.
- (iii)** A shift premium in the amount of one dollar and fifteen cents (\$1.15) per hour will be paid for all straight time hours worked on a Saturday.
- (iv)** A shift premium in the amount of one dollar and seventy-five cents (\$1.75) per hour will be paid for all straight time hours worked on a Sunday (7:00 p.m. until midnight).
- (v)** A night shift premium in the amount of one dollar (\$1.00) per hour will be paid for all hours worked on the night shift.
- (vi)** Employees will be paid a Continental Shift Equalization Payment of 11.112% of the hourly rate for the job performed for each straight time hour worked during his/her regularly scheduled thirty-six (36) hour work week.

SECTION 2 – SCHEDULING

- (i) Under this six (6) day continental shift pattern, a regular work week will run from Monday to Saturday, commencing on Sunday at 7:00 p.m. See the schedule set out in Section 10(ii). It is agreed that for purposes of the maintenance department, the Monday shift may commence as early as 4:00 p.m. on Sunday.

In addition to the schedule set out in Section 10(ii), the Company may from time to time post straight (non-rotating) shifts as required by the business as mutually agreed by the Company and Union.

- (ii) Each continental shift will be for a twelve (12) hour period, with the day shift beginning at 7:00 a.m. and ending at 7:00 p.m., and the night shift beginning at 7:00 p.m. and ending at 7:00 a.m. It is agreed for purposes of the maintenance department, the Monday shift may commence as early as 4:00 p.m. on the Sunday.
- (iii) Once the continental shift pattern is started, it will continue for a minimum period of four (4) weeks to complete one (1) full rotation through the cycle.
- (iv) The Company will provide a posted two (2) week calendar notice prior to commencing continental shifts, and will also provide a posted two (2) week calendar notice prior to commencing a five (5) day shifting pattern. Employee's schedule for the five (5) or six (6) day shifting pattern will be posted within three (3) business days of the posted notice of schedule change.
- (v) It is understood that the continental shifts may be implemented based on operational requirements throughout the production, warehouse, maintenance and quality departments or within specific areas such as Frozen, Base and/or Chilled (and supporting areas) as required. Specific areas and/or departments may come off continental shifts, on an individual basis, as required.

SECTION 3 - OVERTIME HOURS

- (i) All hours worked in excess of the basic work day will be voluntary and will be paid the rate of two times (2x) the regular rate for the job performed.
- (ii) Saturday. All hours worked on a Saturday (midnight Saturday to midnight Sunday), other than those regularly scheduled, will be paid at a rate of time and a half (1½) the regular hourly rate for the job performed.
- (iii) Sunday. All hours worked on a Sunday, other than those paid at a premium rate, will be paid at a rate of two (2) times the regular straight time hourly rate for the job performed.

All work performed between 4:00 p.m. and 7:00 p.m., as part of your regularly-scheduled work week, will be paid at a rate of two (2) times the regular straight time hourly rate for the job performed, provided that the employee works the balance of your scheduled work week. If the employee fails to work the balance of his/her basic work week, and is not on an approved absence (e.g., vacation, sick days), all hours worked on a Sunday, between 4:00 p.m. and 7:00 p.m., will be paid at a premium rate.

- (iv) Employees shall receive a paid half hour (½) meal break on overtime Sunday shift.
- (v) The parties agree to a process in which continental shift employees may call in to speak to their supervisors and request scheduled overtime. It is agreed that should an employee request the overtime he or she is committing to work such overtime.

Upon completion of the overtime schedule and if the employee has not had an opportunity to see the schedule, he/she shall be notified if he/she is scheduled.

SECTION 4 - STATUTORY HOLIDAYS

- (i) If a statutory holiday falls on an employee's regularly scheduled workday, the employee is required to work that day and s/he will receive a lieu day (12 hours), to be paid at a rate of straight time his/her continental incumbency, as well as the equalization payment for twelve (12) hours. The supervisor must approve the lieu day requested by the employee, to be taken at a mutually agreeable time. The employee will be paid at a rate of time and a half (1½) the straight time hourly rate of pay for the job performed for all hours worked on the statutory holiday. The equalization payment will apply to the hours worked.
- (ii) If a statutory holiday falls on an employee's scheduled day off, the employee will be given the statutory holiday to be taken as a paid lieu day (12 hours) at a later date, which must be approved by the supervisor, to be taken at a mutually agreeable time. The employee would receive twelve (12) hours straight time continental incumbency rate of pay and the equalization payment for the statutory holiday at the time of the agreed upon lieu day.

All lieu days must be taken by March 31st of the following year in which they were granted. If not used, these days will be paid-out on the first pay period following March 31st.

- (iii) Working on Christmas Eve, Christmas Day, Boxing Day and New Year's Day will be voluntary.

SECTION 5 - VACATION AND SICK DAYS

An employee entitlement will be in accordance with the provisions of Articles 18.04 and 13.01(a) with the calculation based on a regular work week of forty (40) hours and a regular work day of eight (8) hours. Utilization of such entitlement will be based on a regular work day of twelve (12) hours.

Sick days will be paid at a rate of eighty percent (80%) of base rate plus equalization payment.

SECTION 6 - BEREAVEMENT

Days of bereavement leave will be based upon twelve (12) hour days. Payment will be calculated based on incumbency based rate plus equalization payment.

SECTION 7 - DISCIPLINE

Days of suspension will be based upon twelve (12) hour days.

SECTION 8 - CONCILIATION/NEGOTIATIONS

An employee scheduled to work on a day in which he/she participates in negotiations/conciliation meetings with the company will be paid as follows:

twelve (12) hours multiplied by the employee's straight time incumbency rate of pay plus equalization payment.

An employee who is not scheduled to work on a day he/she participates in negotiations/conciliation meetings with the company will be paid as follows:

eight (8) hours multiplied by the employee's straight time incumbency rate of pay.

SECTION 9 - ANNUAL POSTING PROCEDURE

- (i) By November 1st of each year, the Company will post the continental shift pattern for the following year. Should the continental shifts be required, the posted pattern will be implemented.
- (ii) By November 1st of each year, the Company will post a listing of required positions. At this time, employees will be afforded the one-time opportunity to sign the posting requesting an assignment to a continental incumbency position within seventy-two (72) hours of such posting. All employees must sign for their own incumbent position (at the time of the

posting) to indicate their desire to go to continental shifts, in addition to any other continental positions they wish to sign for. In the event an entire department goes to continentals, all employees in that department will go to continentals.

(iii) Postings will be awarded based on seniority, provided the following criteria are met:

(a) the employee must already be trained and qualified to perform the job.

This posting process will occur only once. The Company will then have discretion to fill resulting vacancies as required to balance shifts. In the event that through the posting procedure, the required number of positions have not been filled, the Company will fill such positions in reverse order of seniority.

(iv) In the event that four (4) Quality Control Technicians and four (4) Fork-Lift Warehouse Associates are assigned to the continental shifting pattern, a maximum of three (3) Quality Control Technicians and three (3) Fork-Lift Warehouse Associates will be assigned, provided a qualified Temporary Associate is available for each of the respective departments.

(v) By December 1st of each year, the Company will post the continental shift pattern, which will outline weekly assignments for employees for the year should continental shifts be implemented.

(vi) A copy of the continental shift notice and the names of those who requested incumbency changes, as well as the assigned incumbencies, will be provided to the Union Chairperson.

SECTION 10 - ASSIGNMENT PROCESS

- (i) The Company will assign, at its discretion, employees to one (1) of four (4) shifts. Employees will not be assigned to a lower-rated position. Nothing herein precludes the Company's ability to temporarily assign in accordance with the provisions of Article 5(f).
- (ii) Job incumbency will move to the job assigned under the continental shifting pattern. If the Company ceases continental shifts, the former job incumbency will be reinstated.

		Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	7 pm - 7 am	1*	1	1	3	3	3	
	7 am - 7 pm	2	2	2	4	4	4	
Week 2	7 pm - 7 am	2	2	2	4	4	4	
	7 am - 7 pm	3	3	3	1	1	1	
Week 3	7 pm - 7 am	3	3	3	1	1	1	
	7 am - 7 pm	4	4	4	2	2	2	
Week 4	7 pm - 7 am	4	4	4	2	2	2	
	7 am - 7 pm	1	1	1	3	3	3	

*note Monday shift 1 begins Sunday 7 pm

APPENDIX D
7/24 CONTINENTAL SHIFT PATTERN

APPENDIX SUMMARY

The Company and Union have negotiated the terms of this Appendix to support a seven (7) day, twenty-four (24) hour operation, for full-time employees.

All clauses, appendices and letters in the Collective Agreement continue to apply, however, where there is any conflict between any provision of Appendix D and the Collective Agreement, other Appendices, Letters of Understanding and/or Letters of Agreement, Appendix D shall apply to those employees assigned to the 7/24 continental shift pattern.

SECTION 1 - CONTINENTAL SHIFT PERIODS

The following provisions apply to the implementation of continental shifts:

- (i) The definition of a continental shift, or a workday, under this shifting pattern, will comprise a consecutive twelve (12) hour period. A twelve (12) hour shift will be deemed to be a regular scheduled shift. Four (4) crews will work twelve (12) hour shifts in a rotation that will cover 7 days (168 hours) per week.
- (ii) Employees on continental shifts are entitled to two (2) paid ten (10) minute breaks, one (1) unpaid ten (10) minute break, and two (2) paid half (½) hour meal periods during each shift, as follows, subject to supervisory approval:
 - (1) First break period will be approximately 2 hours after start of shift
 - (2) First meal period will be approximately 4 hours after start of shift
 - (3) Second break period will be approximately 6 hours after start of shift
 - (4) Second meal period will be approximately 8 hours after start of shift
 - (5) Third break period will be approximately 10 hours after start of shift
- (iii) A shift premium in the amount of one dollar and fifteen cents (\$1.15) per hour will be paid for all straight time hours worked on a Saturday.
- (iv) A shift premium in the amount of one dollar and seventy-five cents (\$1.75) per hour will be paid for all straight time hours worked on a Sunday.
- (v) A night shift premium in the amount of one dollar (\$1.00) per hour will be paid for all hours worked on the night shift.

SECTION 2 – SCHEDULING

- (i) Under this seven (7) day continental shift pattern, a regular work week will run from Sunday to Saturday, commencing on Sunday at 7:00 a.m.

In addition, the Company and Union must mutually agree to hybrid schedules for specific jobs that require seven (7) day, twelve (12) hour coverage.

- (ii) Each continental shift will be for a twelve (12) hour paid period, with the day shift beginning at 7:00 a.m. and ending at 7:10 p.m., and the night shift beginning at 7:00 p.m. and ending at 7:10 a.m.
- (iii) Once the continental shift pattern is started, it will continue for one (1) full rotation through the cycle.
- (iv) The Company will provide a posted two (2) weeks notice prior to the implementation of a 7/24 continental shift pattern. The Company will provide a posted two (2) weeks notice prior to ending a 7/24 continental shift pattern.

SECTION 3 - PAY SCHEDULE/OVERTIME

The following pay schedule will apply for all regularly scheduled shifts on the 7/24 shifting pattern:

- (i) Short Week Pay Schedule:
- Thirty six (36) hours at the regular straight time rate of pay for the thirty six (36) hours scheduled in the short week.
- (ii) Long Week Pay Schedule:
- Forty (40) hours at the regular straight time rate of pay for the first forty (40) hours scheduled in the long week.
 - Eight (8) hours at 1.5x the straight time rate of pay for the last eight (8) hours worked in the long week.
- (iii) Overtime Scenarios:
- For all hours worked in excess of 36 hours in the short week, the employee will receive 1.5x the regular straight time rate of pay.

- For all hours worked in excess of 40 hours in the long week, the employee will receive 1.5x the regular straight time rate of pay. Employees will not lose overtime payment for the last eight hours (8) in the long week as a result of approved absences within the first 40 hours. Approved absences do not include sick/personal days as outlined in Article 13.
 - For all hours worked on scheduled days off that are not Sundays, the employee will receive 1.5x the regular straight time rate of pay.
 - For all hours worked on scheduled days off that are Sundays, the employee will receive 2.0x the regular straight time rate of pay.
 - For all hours worked on recognized holidays in Article 17, when it is your scheduled day of work, employees will receive 1.5x the regular straight time rate of pay.
 - For all hours worked on recognized holidays in Article 17, that is a scheduled day off, employees will receive 2.0x the regular straight time rate of pay.
 - For all hours worked in excess of twelve (12) per day, employees will be paid at the rate of two times (2x) the regular rate for the job performed.
- (iv) Employees shall receive a paid half hour (.5) meal breaks on overtime Sunday shift, if employee works a continuous eight hours.

SECTION 4 - STATUTORY HOLIDAYS

- (i) If a statutory holiday falls on an employee's regularly scheduled workday, the employee is required to work that day and s/he will receive a lieu day (12 hours), to be paid at a rate of straight time his/her continental incumbency for twelve (12) hours. The supervisor must approve the lieu day requested by the employee, to be taken at a mutually agreeable time. The employee will be paid at a rate of time and a half (1½) the straight time hourly rate of pay for the job performed for all hours worked on the statutory holiday.
- (ii) If a statutory holiday falls on an employee's scheduled day off, the employee will be given the statutory holiday to be taken as a paid lieu day (12 hours) at a later date, which must be approved by the supervisor, to be taken at a mutually agreeable time. The employee would receive twelve (12) hours straight time continental incumbency rate of pay for the statutory holiday at the time of the agreed-upon lieu day.
- (iii) All Lieu days must be taken by March 31st of the following year in which they were granted. If not used, these days will be paid-out on the first pay period following March 31st.

- (iv) Working on Christmas Eve, Christmas Day, Boxing Day and New Year's Day will be voluntary.

SECTION 5 - VACATION AND SICK DAYS

An employee entitlement will be in accordance with the provisions of Articles 18.04 and 13.01(a) with the calculation based on a regular work week of forty (40) hours and a regular work day of eight (8) hours. Utilization of such entitlement will be based on a regular work day of twelve (12) hours.

Sick days will be paid at a rate of eighty percent (80%) of base rate.

SECTION 6 – BEREAVEMENT

Days of bereavement leave will be based upon twelve (12) hour days. Payment will be calculated based on incumbency based rate.

SECTION 7 – DISCIPLINE

Days of suspension will be based upon twelve (12) hour days.

SECTION 8 - NEGOTIATIONS/CONCILIATION/MEDIATION

- (i) An employee scheduled to work on a day in which he/she participates in negotiations/conciliation/mediation meetings with the company will be paid as follows:
- twelve (12) hours multiplied by the employee's straight time incumbency rate of pay.
- (ii) An employee who is not scheduled to work on a day he/she participates in negotiations/conciliation/mediation meetings with the company will be paid as follows:
- eight (8) hours multiplied by the employee's straight time incumbency rate of pay.

SECTION 10 - ASSIGNMENT PROCESS

The Company will assign, at its discretion, employees to one (1) of four (4) shifts. Employees will not be assigned to a lower-rated position. Nothing herein precludes the Company's ability to temporarily assign in accordance with the provisions of Article 5(f).

**ADDENDUM
TEMPORARY EMPLOYEES**

This Addendum is between **THE MINUTE MAID COMPANY CANADA INC.** (hereinafter referred to as the "Company") and **UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION** (hereinafter referred to as the "Union")

The purpose of the Addendum - This Addendum covers the Temporary Employees certified as represented by the above-mentioned Union by the Ontario Labour Relations Board by the order dated June 9th, 1999.

The following Articles relate specifically to the above-mentioned employees and the parties agree that all Articles of the Main Agreement shall apply to this Addendum unless specifically excluded or modified below and constitute the entire understanding between the parties with respect to this class of employees on the subjects covered.

GENERAL PURPOSE OF THIS AGREEMENT

As per the Full-time Agreement.

ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the Union as the exclusive representative for the purposes of the collective bargaining with respect to rates of pay, wages and working conditions on behalf of all employees in the bargaining unit described as follows:

All production, shipping, maintenance, quality control and temporary employees at the Company's plant and all adjacent properties in Peterborough, Ontario, Canada, but excluding over the road truck drivers, office clerical employees, foremen, guards and supervisors.

ARTICLE 2 - UNION SECURITY

2.01 As per Article 2.01 of the Full-time Agreement.

2.02 (a) Every employee shall, on completion of his/her probationary period and as a condition of his/her continued employment, become and remain a member, in good standing, of the Union.

(b) As per Article 2.02(b) of the Full-time Agreement.

2.03 (a) As per Article 2.03(a) of the Full-time Agreement.

(b) Every new employee (covered by this Addendum) shall, on completion of his/her probationary period, complete and sign an application for membership in the Union and an authorization for deduction from his/her pay of such amount as may at that time be certified by the Union to the Company as being the amount of the Union's standard initiation fee. Remittance of initiation fees and Union dues will be mailed to a location as directed in writing by the Union.

(c) As per Article 2.03(c) of the Full-time Agreement.

(d) As per Article 2.03(d) of the Full-time Agreement.

2.04 As per Article 2.04 of the Full-time Agreement.

2.05 (a) As per Article 2.05(a) of the Full-time Agreement.

(b) As per Article 2.05(b) of the Full-time Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 As per Article 3.01 of the Full-time Agreement.

3.02 As per Article 3.02 of the Full-time Agreement.

3.03 As per Article 3.03 of the Full-time Agreement.

ARTICLE 4 - NO STRIKE OR LOCKOUTS

4.01 As per Article 4.01 of the Full-time Agreement.

ARTICLE 5 - SENIORITY

5.01 (a) All temporary employees shall be probationary employees until they have completed nine hundred sixty (960) hours within twelve (12) consecutive months. A probationary temporary employee shall have no rights under the Agreement and may be discharged or disciplined at the sole discretion of the Company and such discharge or discipline shall not be open to review under the grievance procedure outlined in this Agreement.

In the event that a temporary employee becomes a regular full-time employee he/she must complete the balance, if any, of such probationary period but will not

be required to complete an additional probationary period as outlined in Article 5.01(a) of the Full-time Agreement.

- (b)** The Company shall maintain a seniority list of temporary employees stating names and dates of hire which shall be posted quarterly in a position where the Union or an employee has access to it. The Union or any employee has the right to grieve any listing within ten (10) days following the posting of the seniority list.

- (c)** An employee's seniority shall cease and his/her employee status shall terminate for any of the following reasons:

 - 1. Voluntary quit or resignation;
 - 2. Discharge for just cause;
 - 3. Continuous lay-off for a period to match continuous service, not exceeding nine (9) months excluding sickness and injury time. The period up to nine months (9) will be reset if employee is recalled from lay off;
 - 4. Failure of a laid off employee to report for work within five (5) working days after being recalled to work by notice sent by the Company by certified mail, return receipt requested, to the employee's last known address as shown on Company records;
 - 5. Failure to report for work for a period of three (3) consecutive scheduled working days without notice to the Employer and submission of a justifiable excuse for such absence;
 - 6. Retirement;
 - 7. Failure to report to work immediately upon completion of a leave of absence or any extension thereof; or
 - 8. Acceptance of gainful employment while on leave of absence.
 - 9. Is absent from work due to sickness or accident and such absence continues for more than thirty-six (36) months. If there is medical evidence that the employee is likely to return to work within a reasonable and specified time, the period may be extended at the discretion of management.

Layoff-Recall

- (d) When the Company decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least plant seniority shall be laid off. Such laid off employee or employees shall have the right to displace any other employee or employees with less plant seniority regardless of job rating, provided that they have the requisite qualifications and ability to perform the work. Any employee who chooses to exercise their right to work in a lower rated job shall be paid the hourly wage rate of the lower rated job title. When employees are to be recalled to work, they shall be recalled in the inverse order in which they were laid off. Temporary employees are not to be used if regular full-time employees are on lay-off.

The Company shall not retain any temporary services, while any temporary employee in the bargaining unit with the requisite qualifications and ability to perform the work is laid off.

Job Posting

- (e) Temporary employees will be encouraged to apply for permanent job postings in adherence to Company hiring policies. If a job posting is not filled by a permanent employee, temporary employees may apply and will be considered for the position, based on work experience, qualifications, skill/ability and performance and work record, but where one or more temporary employees apply for the position, and these factors are equal and meet the requirements of the position, seniority shall govern. If there is no suitable temporary employee from the list of applicants, the Company may hire a new employee.
- (f) As per Article 5.01(f) of the Full-time Agreement.
- (g) As per Article 5.01(g) of the Full-time Agreement.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

- 6.01** As per Article 6.01 of the Full-time Agreement.
- 6.02** As per Article 6.02 of the Full-time Agreement.
- 6.03** As per Article 6.03 of the Full-time Agreement.
- 6.04** As per Article 6.04 of the Full-time Agreement.

ARTICLE 7 - SUPERVISORS

7.01 As per Article 7.01 of the Full-time Agreement.

7.02 As per Article 7.02 of the Full-time Agreement.

ARTICLE 8 - NOTICES

8.01 As per Article 8.01 of the Full-time Agreement.

ARTICLE 9 - PHYSICAL EXAMINATION

9.01 As per Article 9.01 of the Full-time Agreement.

ARTICLE 10 - MOONLIGHTING

10.01 As per Article 10.01 of the Full-time Agreement.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 Any employee who has completed his/her probationary period may request a leave of absence without pay provided that such employee makes written application to the Company and provided further that such employee secures the written approval of the Company. The Company shall respond to all requests for leaves of absence within fifteen (15) working days if possible. Although such request will be given every consideration, factors such as whether the Company can spare the employee and whether such leave would interfere with the continued, efficient operation of the Company's business, among other factors, will also be considered. If a requested leave is approved by the Company, the leave will be granted for a specified period of time. An approved leave of absence may be renewed and/or extended by the Company in writing for good cause shown. Should an employee on an approved leave of absence overstay his/her permitted leave of absence without permission from the Company or should he/she accept gainful employment with any other employer, during an approved leave of absence, such employee's employment by the Company may be terminated without further recourse by either the employee or the Union under the grievance and arbitration procedure of this Agreement.

11.02 As per Article 11.02 of the Full-time Agreement.

11.03 At the request of the Union, the Company will grant time off to a maximum of four (4) regular full-time employees and one (1) temporary employee, so that they can attend negotiation/conciliation/mediation meetings with the Company, for the purpose of renewing the Collective Agreement. A temporary employee involved in negotiation/conciliation/mediation shall be paid to a maximum of three (3) days so that he/she can attend negotiation/conciliation/mediation meetings with the Company calculated at eight (8) hours per day at the negotiated utility rate.

11.04 From time to time during the currency of this agreement, upon the written request of the Union, the Company may grant a leave of absence without pay to the temporary union steward to enable him or her to attend a union conference.

ARTICLE 12 - JURY DUTY PAY

12.01 An employee, other than a probationary employee, who is absent from work on a scheduled working day because he/she is required to serve on a jury or respond to a subpoena to testify as a crown witness shall be entitled to receive the difference between jury duty compensation and his/her scheduled straight time hourly wage rate for scheduled hours per day up to a maximum of forty (40) hours; provided that the employee gives prior notice to his/her supervisor and furnishes the Company with a certificate of service and satisfactory evidence as to the amount of fee received.

ARTICLE 13 - SICK/PERSONAL DAYS

13.01 Temporary employees with nine hundred sixty hours (960) and one (1) year of service are entitled to sixteen (16) hours total of sick days per year (each day being counted as 8 hours).

13.02 The Company agrees to reimburse a reasonable cost incurred to secure a medical note required by the Company for absences less than three (3) days with the exception of notes required for employees who are at the discipline stage of the attendance management program and for purposes of Article 17.01(ii).

In all other circumstances the employee will continue to pay for medical notes.

13.03 As per Article 13.01(d) of the Full-time agreement.

ARTICLE 14 - BEREAVEMENT PAY

14.01 As per Article 14.01 of the Full-time Agreement.

ARTICLE 15 - HOURS OF WORK/OVERTIME

- 15.01** The Company shall schedule all available hours to temporary employees in a manner to ensure that, subject to requisite qualifications and ability, junior employees will not be scheduled weekly hours of work in excess of the scheduled weekly hours of work of senior employees.
- 15.02** As per Article 15.02 of the Full-time Agreement.
- 15.03** All time worked in excess of forty (40) hours within a week (Sunday to Saturday) shall be considered overtime and be paid at the rate of 1½ times the temporary hourly rate of the job for which overtime hours are performed.
- 15.04** As per Article 15.05 of the Full-time Agreement.
- 15.05** As per Article 15.06 of the Full-time Agreement.
- 15.06** As per Article 15.07 of the Full-time Agreement.
- 15.07** As per Article 15.08 of the Full-time Agreement.
- 15.08** (a) It is further agreed that in the event of unscheduled overtime, the Company shall offer such hours in order of seniority, subject to the requirements of the job and the requisite qualifications and ability to perform the job.
- (b) As per Article 15.09(iii) of the Full-time Agreement.
- (c) As per Article 15.09(v) of the Full-time Agreement.
- (d) As per Article 15.09(vi) of the Full-time Agreement.
- (e) As per Article 15.09(vii) of the Full-time Agreement.
- 15.09** As per Article 15.11 of the Full-time Agreement.
- 15.10** Temporary employees will be paid at a rate of one and a half (1½) times the regular hourly wage rate for the job performed for all hours worked after twelve (12) in a shift.
- 15.11** Temporary employees will be paid at a rate of two (2) times the regular hourly wage rate for the job performed for all hours worked on a Sunday that are worked in excess of forty (40) hours that week.

15.12 As per Article 15.13 of the full-time agreement.

ARTICLE 16 - NIGHT SHIFT PREMIUM

16.01 As per Article 16.01 of the Full-time Agreement.

ARTICLE 17 - HOLIDAY PAY

17.01 Eligible temporary employees shall receive eight (8) hours pay calculated in accordance with the relevant provisions of the Employment Standards Act for the following recognized holidays:

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

In order to receive holiday pay, employees must:

- (i) have seniority on the day the holiday occurred;
- (ii) have worked their scheduled workday before and after the holiday unless they were laid off within the work week in which the holiday occurred, or unless otherwise excused.

Temporary employees who work on a holiday will be paid at a rate of one and one half times (1½) times his or her hourly rate for all work performed by him or her and required by the Company on a holiday.

Temporary employees who are otherwise eligible for holiday pay but go or return from a sick leave or lay-off within seven (7) days of the holiday shall be paid for the holiday.

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 the day in the year to be designated as any one of the holidays mentioned above, the Company shall decide the question for purposes of this Agreement.

17.02 As per Article 17.02 of the Full-time Agreement.

17.03 As per Article 17.04 of the Full-time Agreement

ARTICLE 18 - VACATION

18.01 Temporary employees may request, in writing, accrued vacation to be paid out on the pay period coinciding with their full weeks of vacation.

18.02 The Company will implement an annual process by which vacation requests for Temporary employees will be submitted and granted subject to operational requirements and in accordance to seniority. The process will address vacation that will be granted during off peak periods.

This notwithstanding, short term vacation requests during peak periods may be submitted and at management's discretion granted.

18.03 As per Article 18.06 of the Full-time agreement.

ARTICLE 19 - SAFETY

19.01 As per Article 19.01 of the Full-time Agreement.

19.02 As per Article 19.02 of the Full-time Agreement.

19.03 A safety committee will be made up of one (1) employee member from each department, either regular full-time or temporary members, and up to same number of members from the Company who will meet at regular intervals. The employee members will be appointed by the Union, if the Union cannot find department representatives, the positions may remain vacant.

19.04 As per Article 19.04 of the Full-time Agreement.

ARTICLE 20 - UNION REPRESENTATIVE

20.01 The Company recognizes the right of the Union to appoint one (1) steward from among the temporary employees to assist employees in processing and presenting grievances to the designated representative of the Company in accordance with the grievance procedure herein. The Union shall keep the Company informed, in writing, of the Union representatives' name and effective date of their appointment. Members of the executive may act as alternate Union representatives as a result of absence or availability.

In the event of expansion at the Peterborough facility, it is agreed between the parties that the Steward body will increase accordingly.

20.02 As per Article 20.02 of the Full-time Agreement.

20.03 As per Article 20.03 of the Full-time Agreement.

ARTICLE 21 - SAVINGS CLAUSE

21.01 As per Article 21.01 of the Full-time Agreement.

ARTICLE 22 - WAGES

22.01 Temporary employees, before the completion of the nine hundred and sixty (960) hour probation period, will be paid a straight time hourly wage rate of \$3.00 less than the straight time hourly wage rate for regular full-time employees for the job being performed.

22.02 Temporary employees, after the completion of nine hundred and sixty (960) hour probation period, will be paid a straight time hourly wage rate of \$1.00 less than the straight time hourly wage rate for regular full-time employees for the job being performed. One (1) year after completion of the probationary nine hundred sixty (960) hour period, wages will be increased to be on par with the full-time rate of pay.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.01 If, during the life of this Agreement, the Company wishes to make a technological change in its operations which would have the effect of abolishing existing job classifications or creating new job classifications or which would result in the lay-off of any temporary employee, the Company agrees that, before introducing such technological change, it will meet with the Union.

ARTICLE 24 - HEALTH INSURANCE PLANS

24.01 It is agreed that temporary employees, upon completion of their probationary period will participate in the benefit plan(s) outlined in Article 24 and 26 of the Full-time Collective Agreement. Temporary employees will pay fifty percent (50%) of all premiums associated with participation in the plan(s); such payment will be made by weekly payroll deductions.

In the event of a layoff, employees who are laid off will be eligible for all benefits as mentioned in this article for the remainder of the month in which the layoff occurred and until the end of the following month. Weekly Income Benefits and Long Term Disability are excluded.

In the event of lay-off, he/she must remit such premiums to the Company in order to continue to participate in the benefit plan(s).

ARTICLE 25 - Canadian Commercial Workers Industry Pension Plan

25.01 As per Article 25.01 of the Full-time Agreement.

25.02 As per Article 25.02 of the Full-time Agreement.

ARTICLE 28 - W.S.I.B.

28.01 As per Article 28.01 of the Full-time Agreement.

ARTICLE 30 – SAFETY FOOTWEAR

30.01 The Company will cover the cost of safety footwear in the amount of fifty dollars (\$50.00) to temporary employees on the completion of their probationary period, annually thereafter the Company will cover the cost of safety footwear to a maximum of one hundred and eighty dollars (\$180.00) per temporary employee per year.

30.02 In continuation of our policy for SAFETY FOOTWEAR, please note the following:

- (a)** Safety footwear is required during the course of work assignments and it is the responsibility of the employee to be properly attired. Company provided safety footwear is to be worn on Company property only;
- (b)** Upon completion of the probationary period and on their respective anniversary dates thereafter, temporary personnel will be eligible for a new issue;

- (c) In the unusual circumstance that due to damage a replacement issue is required, prior to the employee's anniversary date, the Supervisor may issue a Purchase Order Request;
- (d) Personnel who prefer to use their time to visit our approved supplier should have with them a PURCHASE ORDER REQUEST which may be obtained from their Supervisor; and
- (e) The norm for safety footwear is a robust boot with these qualities:
 - minimum 6 inch boot
 - safety approved toe cap
 - a standard work boot heel and slip resistant sole
 - puncture resistant soles (green patch).

ARTICLE 33 – UNIFORMS

33.01 The arrangements for uniforms and laundering has been established as follows:

- (a) Uniforms are rented from and laundered by an outside service;
- (b) Each employee (except Warehouse) has been assigned work clothing on the basis of 10 shirts and 5 pairs of pants. Warehouse will be assigned work clothing on the basis of 7 shirts and 5 pairs of pants;
- (c) Uniforms are picked up for laundering once per week at which time the previous pickup is returned;
- (d) Should repair of specific complaint for a garment be encountered, a note should be attached to the garment in question; and
- (e) Should you have problems which persist, or loss of a uniform please advise your Supervisor promptly for follow up.

ARTICLE 34 – SEVERANCE

34.01 Severance pay will be paid as follows:

Less than five (5) years, one (1) week for each year of service;
Five (5) or more years, two (2) weeks for each year of service;
Overall maximum of thirty-two (32) weeks payable.

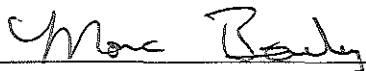
ARTICLE 35 - DURATION OF AGREEMENT

35.01 As per Article 35.01 of the Full-time Agreement.

The parties hereto have signed and set their hands thereto this 16 day of November, 2017.

**UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175**

THE MINUTE MAID COMPANY CANADA INC.




Mona Bailey



Bryan Churgin



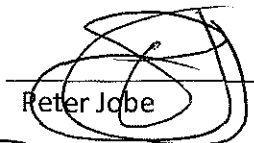
Tom Hughes



Baljinder Singh Sangha




Paul Handy



Peter Jobe



Mary Sherk



Dave King



Greg Waudby



Steven Scott

APPENDIX A - As per Appendix A of the Full-time Agreement.

APPENDIX B - As per Appendix B of the Full-time Agreement.

LETTER OF AGREEMENT #1

RE: ACCOMMODATION FOR QUALITY DEPARTMENT

The following outlines the agreed upon process for the accommodation of a straight day shift schedule for Arlene Tedford (Quality Control Technician) and Janet Westington (Quality Control Technician). The accommodated employee(s) will be assigned a straight day shift schedule. The balance of the employees in the above mentioned positions shall be assigned other duties in their respective departments. This shift rotation shall not be impacted by the accommodation.

The vacancies created in the off shift due to the accommodation may be back filled with Temporary employees.

It is agreed that these two (2) Temporary employees shall not be included in the number of Temporary employees outlined in Letter of Understanding #2 of the Collective Agreement. Additionally, the subsequent two (2) vacancies on each position may be tagged as straight midnight shift, straight afternoon shift or a rotation between the two (2) shifts.

The parties hereto have signed and set their hands thereto this 16 day of November, 2017.

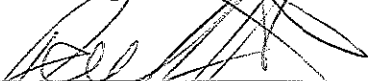
UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175



Mona Bailey



Tom Hughes



Paul Handy



Mary Sherk



Greg Waudby



Steven Scott

THE MINUTE MAID COMPANY CANADA INC.



Bryan Churgin



Baljinder Singh Sangha



Peter Jobe



Dave King

LETTER OF AGREEMENT #2

RE: ACCOMMODATION ISSUE

In the event an employee requires accommodation the parties agree that reasonable efforts will be made to accommodate the employee on his or her incumbent position without impacting other employees.

The junior employee(s) impacted by the accommodation shall have the right to displace an employee with less plant seniority as per Article 5.01(d).

In the event the accommodation within a one (1) year period is no longer deemed necessary, all affected employees shall revert back to their original position prior to accommodation if such position exists.

The parties hereto have signed and set their hands thereto this 16 day of November, 2017.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

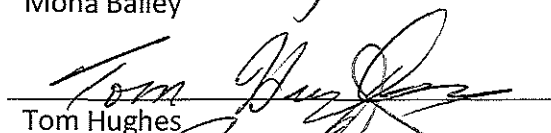
THE MINUTE MAID COMPANY CANADA INC.



Mona Bailey



Bryan Churgin



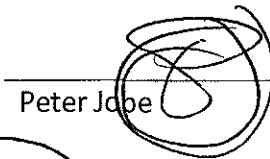
Tom Hughes



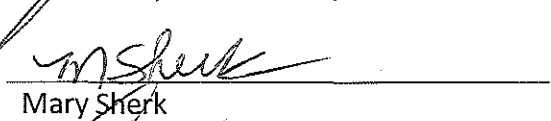
Baljinder Singh Sangha



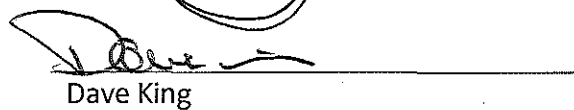
Paul Handy



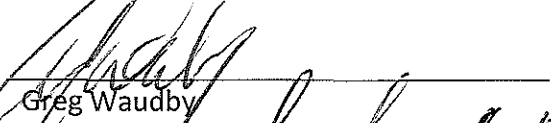
Peter Jobe



Mary Sherk



Dave King



Greg Waudby



Steven Scott

LETTER OF AGREEMENT #3

RE: CONTINENTAL SCHEDULED CALL IN OVERTIME

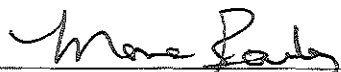
The parties agree to a process in which continental shift employees may call in to speak to their supervisors and request scheduled overtime. It is agreed, should an employee request the overtime he or she is committing to work such overtime.

Upon completion of the overtime schedule and if the employee has not had an opportunity to see the schedule, he/she shall be notified if he/she is scheduled.


The parties hereto have signed and set their hands thereto this 16 day of November, 2017.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

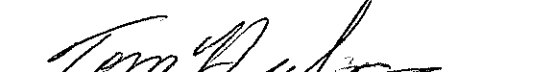
THE MINUTE MAID COMPANY CANADA INC.



Mona Bailey



Bryan Churgin



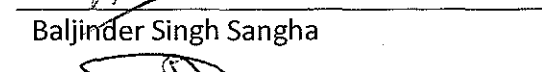
Tom Hughes



Baljinder Singh Sangha



Paul Handy



Peter Jobe



Mary Sherk



Dave King



Greg Waudby



Steven Scott

LETTER OF AGREEMENT #4

RE: CROSS TRAINING

The Company recognizes that it is beneficial to have full-time employees who are cross-trained. The current Company cross training program allows the opportunity for any full-time employee who has the interest and requisite qualifications in becoming cross trained on other jobs, to formally request such training.

The Company will post the number of cross training opportunities it has identified based on business needs by December 31st each year. Interested full-time employees are able to indicate their interest in cross-training by completing a Cross Training Request Form and submitting it to their supervisor by January 15th.

Based on the number of submitted Cross Training Request Forms, and the available training opportunities as established by the Company, the Company will approve the request and will coordinate the training at a time to be determined by the Company. The parties recognize that the cross-training program must not disrupt production requirements and efficiencies. Cross-training opportunities will be offered to employees giving consideration to seniority on their regularly scheduled shift.

The Company reserves the right to determine criteria for the cross training process, including, but not limited to:

- (i) deferment of training opportunities due to existing business conditions;
- (ii) limitations to the number of positions an employee can be cross trained on in any given year; and
- (iii) limitations to the number of cross training opportunities running at the same time.

It is recognized that training on other jobs for Utility incumbents is not cross-training.

The parties hereto have signed and set their hands thereto this 16 day of November, 2017.

**UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175**



Mona Bailey



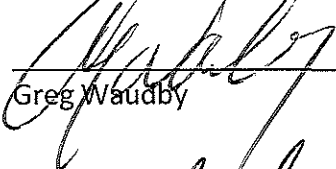
Tom Hughes




Paul Handy



Mary Sherk



Greg Waudby




STEVEN SCOTT

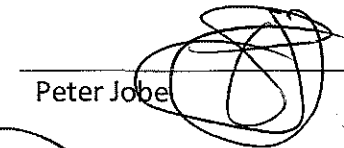
THE MINUTE MAID COMPANY CANADA INC.



Bryan Churgin



Baljinder Singh Sangha



Peter Jobe



Dave King

LETTER OF AGREEMENT #5

RE: TEMPORARY EMPLOYEES

It is in the Company and the Union's best interests to use as few temporary workers as possible. Temporary workers will be used on occasions where, through the defined posting process, permanent (active or temporarily laid off) employees, are not available to work. In order to meet these situations, the Company may maintain a roster of 20% of the full-time employee number, and not more than thirty (30) temporary workers.

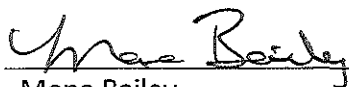
In the event that increased plant production necessitates greater than thirty (30) temporary workers, the Company and the Union shall meet in an attempt to discuss and negotiate the number of temporary workers required to meet such demand.

Any use of temporary workers (with the exception of summer students) will be reported on a weekly basis with accompanying dues paid monthly to the U.F.C.W. office.

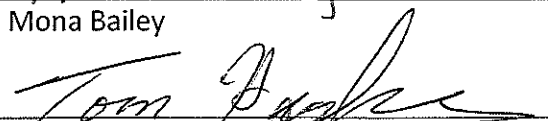
The parties hereto have signed and set their hands thereto this 6 day of November, 2017.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

THE MINUTE MAID COMPANY CANADA INC.



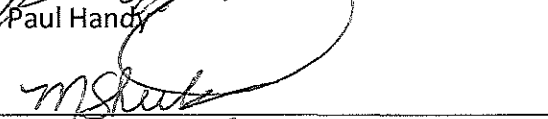
Mona Bailey



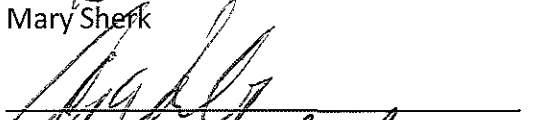
Tom Hughes



Paul Handy



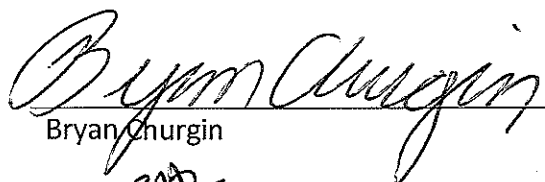
Mary Sherk



Greg Waudby



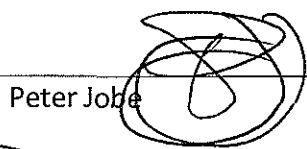
Steven Scott



Bryan Churgin



Baljinder Singh Sangha



Peter Jobe



Dave King

LETTER OF AGREEMENT #6

RE: EXPANSION

I Job Posting The following is the procedure for ten (10) or more newly created positions due to plant growth or expansion: Article 5.01(e) will apply with the following changes:

1. 5th line - CHANGE "within the ten (10) day" and REPLACE with "as soon as reasonably possible"
2. 14th line – CHANGE "twenty (20)" to READ "ten (10)"
3. 18th line - CHANGE "thirty (30)" to READ "ten (10)"
4. 20th line – CHANGE "thirty (30)" to READ "ten (10)"
5. 25th line – CHANGE "thirty (30)" to READ "ten (10)"


It is further agreed that all of the provisions found in Article 5, sub-section 5.01(e) shall apply in its entirety once all of the positions associated with plant growth or expansion are filled.

II Company and Union Commitment The Union is committed to working with the Company in a manner that supports the future needs of the Company.

The parties hereto have signed and set their hands thereto this 16 day of March, 2017.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

THE MINUTE MAID COMPANY CANADA INC.



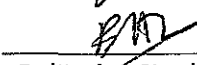
Mona Bailey



Bryan Churgin



Tom Hughes




Baljinder Singh Sangha



Paul Handy



Peter Jobe



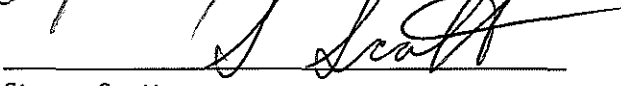
Mary Sherk



Dave King



Greg Waudby



Steven Scott



AUTHORIZATION REQUEST FOR PAY ADVANCE – UNION HOURLY EMPLOYEE ONLY

NAME: _____ EMPLOYEE #: _____

LOCATION and DEPT: _____

SUPERVISOR:

TERMS AND CONDITIONS

- ❖ Per the terms of my current collective agreement, I hereby request to receive a pay advance of \$_____ per pay period to a maximum of \$_____ from Coca-Cola Ltd (the "Company" or "CCL") while my claim for WSIB or other third party benefits, is being processed (the "Advance").
- ❖ I understand that no retroactive Advance will be granted in respect of weeks of absence prior to the date of this request.
- ❖ I confirm that I have submitted all of the required information to the WSIB or other third party, related to my application for benefits.
- ❖ I authorize the Company to make automatic deductions equal to the amount of the Advance from any wages (e.g. upon return to work) and/or other payments that I may be entitled to receive from the Company. I understand that the full amount of the Advance will be deducted by the Company from my wages and/or other amounts I may be entitled to receive from the Company within thirty (30) days of my return to work (if applicable).
- ❖ If, after receiving the Advance, I fail to return to work or earn wages or receive other payments from the Company equal to or in excess of the Advance, I acknowledge and agree that I will repay the full amount of the Advance that is not recovered by way of the authorized deduction process outlined in this form within thirty (30) days of receiving notification that my application for benefits has been rejected.

EMPLOYEE SIGNATURE: _____ DATE: _____

SUPERVISOR SIGNATURE: _____ DATE: _____

PROCESS FOR APPLICATION OF ADVANCE PAYMENT:

1. Employee must have submitted all medical paperwork to the applicable third party for medical adjudication prior to request for the Advance.
2. Manager must confirm, with the Leaves team, that the employee has satisfied the waiting period of ten (10) business days from the date of application submission and that no benefits payments have been issued by any third party to the employee.
3. Upon completion of this request form, the manager must submit it directly to the Leaves team so that they can coordinate payment of the Advance.
4. Advances are to be repaid to the Company upon receipt of wages or other payments issued to the employee by the Company, or within thirty (30) days of the notification of the application for benefits being rejected.

