

COLLECTIVE AGREEMENT

BETWEEN



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(HEREINAFTER CALLED THE COMPANY)

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

(UNITED STEELWORKERS)

(HEREINAFTER "THE UNITED STEELWORKERS")

LOCAL 2000

APRIL 1, 2013 - MARCH 31, 2016

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ARTICLE 1 - RECOGNITION

1.01 Recognition and Coverage (part-time employees and students)

(a) The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Bimeda - MTC Animal Health Inc. at Cambridge, Ontario, saves and except forepersons, persons above the rank of foreperson, quality control personnel, veterinarians, nutritionists, office and sales staff and students employed during the school vacation period.

(b) Part-time employees, that is, employees employed for 24 hours weekly or less, are eligible for membership in the Union, but are not entitled to the provisions of Articles 8, 9, 10, 11, 12, 15.01, 15.02, 17, 18, 19, 20, 22, except that:

- (i) A part-time employee will be considered to be on probation until he/she has worked four hundred and eighty (480) hours.
- (ii) Part-time employees will be granted Public Holidays in accordance with the provisions of The Employment Standards Act; and
- (iii) Part-time employees will be granted vacations in accordance with the provisions of The Employment Standards Act.
- (iv) A part-time employee who is hired on a full-time basis will be paid the start rate for the job classification for which he/she is hired except that if the employee is hired into a job classification which he/she previously performed on a part-time basis, any previous time spent on that job classification will be included in the calculation of the employee's entitlement to the three (3) month rate. It is agreed, however, that the seniority of such employee shall be calculated in accordance with Article 8 of this agreement, commencing on the date such employee is hired as a full-time employee. It is further agreed that such employee will only obtain seniority standing in accordance with the provisions of Article 8.02 of this agreement.
- (v) Part-time employees will be offered full-time employment before the Company goes outside to hire new employees, provided that in the opinion of the Company they possess suitable qualifications for the required work.

- (vi) The Company agrees that part-time staff should not become a primary staffing method. Part-time hours will not exceed eight hundred and sixty-four (864) hours in any calendar quarter during the term of this Agreement.

It is further agreed that part-time employees are subject to Schedule "A"

- c) Students are eligible for membership in the Union but are not entitled to articles 8, 9, 10, 11, 12, 15.01, 15.02, 17, 18, 19, 20,22 and 24 except that...
- (vii) Students will be granted statutory holidays and vacation payments in accordance with the Employment Standards Act;
- (viii) Students will be hired at the rate of **\$10.75/hr.**
- (ix) The Company shall inform the Union, in writing, when a student is hired.
- (x) The Company will not hire a student to replace any bargaining unit employee who is on layoff and who is capable of performing the work to be assigned to a student.

(c) Notwithstanding the provisions of Article 1.01 (b), the parties agree that as a result of temporary workforce requirements part-time employees may be employed at times in excess of twenty-four (24) hours per week.

The Company has no intention of abusing the use of such excess situations and if either party elects to stop the above-mentioned practice, within a reasonable period of notice the parties will revert back to the language in the collective agreement.

ARTICLE 2 - NO DISCRIMINATION

2.01 No Intimidation or Discrimination

The Company and the Union agree that there will be no intimidation, discrimination, harassment, interference, restraint or coercion or any violation of the applicable Ontario Labour Statutes by either of them or their representatives or members against any of the employees of the Company. The Union will not, nor will any employee, engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Company.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Exclusive Rights of Management

The Union recognizes that the management of the Company and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer and, without limiting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and, in connection therewith, to make, alter and enforce, from time to time, rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause;
- (b) Select, hire, transfer, assign, retire, direct, promote, demote, classify, lay-off or recall employees, and select employees for positions excluded from the bargaining unit;
- (c) determine, in the interest of the efficient operation and highest standard of service, the number of personnel required at any time; the hours of work; starting and quitting times; work assignments; working schedules; methods of doing the work; the location of work; the number of shifts; the functions to be performed and the methods, procedures and equipment to be used; job content, quality and quantity standards; hygiene standards; dress standards; the qualifications of an employee to perform any particular job; use improved methods and equipment, and require medical examinations for appropriate reasons.

3.02 Exercise of Management Rights

The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement. It is understood by the Union that the express provisions of this agreement constitute the only limitations upon the Employer's rights.

ARTICLE 4 - UNION SECURITY

4.01 Payment of Dues

- a) The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

b) All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 30 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

c) The remittance and the R-115 form shall be accompanied by a statement containing the following information:

d) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;

e) A list of the names of all employees from whom no deductions have been made and reasons;

f) This information shall be sent to both Union addresses identified in Article 4.01 b) in such form as shall be directed by the Union to the Company.

g) The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

h) The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

ARTICLE 5 - SHOP COMMITTEE

5.01 Negotiations Committee and Stewards

(a) The Employer agrees to recognize a committee of three (3) one of whom shall be the chairperson, in connection with the negotiation of amendments or renewals of this agreement.

(b) The Employer agrees to recognize three (3) stewards to assist employees in the presentation of any grievance that properly arises under the provisions of this agreement.

Attendance at grievance meetings will be based on article 6.03 unless other arrangements have been made.

(c) The parties agree to notify the other party in writing about any changes to Company or Union representation within 30 days of the commencement date of said change.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Purpose of this Article

The purpose of this article is to establish a procedure for the settlement of grievances.

6.02 Definition of a Grievance

A grievance is defined as a complaint or dispute concerning the interpretation, application, administration or alleged violation of this agreement.

6.03 Procedure for Filing Employee Non-Discharge and Non-Suspension Grievances.

(a) FIRST STEP

(i) Any employee having a grievance will make known to his/her immediate foreperson the fact that he/she has a grievance within five (5) work days after the incident giving rise to the grievance became known or should have become known to the employee.

(ii) Within two (2) work days of this notification, the immediate foreperson will arrange to have a meeting with the employee for the purpose of discussing the grievance. The employee shall have his/her steward present during this verbal discussion.

- (iii) The immediate foreperson shall state his/her decision verbally within two (2) work days from the date of this discussion.

(b) SECOND STEP

- (i) If the decision of the foreperson is not acceptable to the Union, the grievance shall be placed in writing and shall state the nature of the grievance, the section or sections of the contract alleged to have been violated and the redress sought.
- (ii) This written grievance, duly signed, must be presented to the Human Resource Manager or his/her designated representative by the steward within five (5) work days from the date of the immediate foreperson's reply in the first step of the grievance procedure.
- (iii) Within two (2) work days of receipt of the grievance, the Human Resources Manager or his/her designated representative will arrange to meet with the chairperson of the committee. If desired, the Employer will be represented by the Human Resources Manager and one other member of management of their nominees. The Union will be represented by the chairperson of the committee and the Staff Representative of the Union, or their nominees.
- (iv) Within two (2) work days of this meeting the Human Resources Manager or his/her designated representative shall render his/her decision in writing and copies of the decision will be sent to the local president and the Union's local office.

6.04 Procedure for Filing Employee Discharge and Suspension Grievances

- (a) The Company will notify the Chairperson or his/her designated representative in writing within one working day, if an employee with seniority is dismissed or suspended.

A claim by an employee that he/she has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is lodged with the employer within three (3) work days after the suspension or discharge is put into effect. Such grievance shall commence at Step 2 of the Grievance Procedure.

- (b) When an employee, working in the plant, is removed from his/her job because of dismissal or suspension, he/she shall be entitled to see his/her steward for a reasonable period of time before leaving the plant as arranged by the Employer.

(c) When a grievance which is filed under this article is not settled and duly comes before an arbitrator, the arbitrator may make a ruling:

- (i) Confirming the Employer's action;
- (ii) reinstating the employee with compensation for all regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his/her case); or
- (iii) Disposing of the grievance in any other manner which may be just and equitable.

(d) In exchange for deleting the probationary exclusion from 6.04 (a) and (b), it is agreed by the parties that, in the event of discipline or discharge of a probationary employee, a lesser standard will be applied to justify the action taken.

6.05 Procedure for Filing Union or Employer Policy Grievances

A grievance of general application by either the Employer or the Union affecting either of the parties directly arising out of the interpretation or administration of the collective agreement, may be submitted at Step 2 of the grievance procedure. Such grievance must be submitted in writing within five (5) work days after the incident giving rise to the grievance.

6.06 Time Limits Imposed on Grievances

(a) Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.

(b) The settlement of a grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.

(c) All reference made to the number of work days of time limit in the different steps of the grievance procedure shall exclude Saturdays, Sundays and holidays recognized in this agreement.

6.07 Grievance Time for Stewards and Chairperson of the Committee

(a) As far as is possible, grievance meetings will be scheduled during the grievor's regular hours. Union officials who are required to be at the grievance meeting and the grievor will not lose regular earnings for hours they would otherwise have been scheduled and worked, for the time spent at grievance meetings required under this article.

(b) The steward or the chairperson of the committee, after first obtaining permission from his/her foreperson, will be permitted at reasonable times during working hours to leave his/her regular duties for short intervals to perform such functions as are properly provided under Article 6. When returning to his/her regular duties such employee shall so notify his/her supervisor. Such employees will be compensated for the time so taken when it is during the employee's working hours on the premises of the Employer. The Employer reserves the right to withhold payment when more than a reasonable amount of time is so taken.

ARTICLE 7 - ARBITRATION

7.01 Procedure for Proceeding to Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made within **thirty (30)** working days from the date of the reply of the Human Resources Manager or his/her designated representative in the Second Step of the Grievance Procedure. If no written request for arbitration is received within the time limit specified above, the grievance in question shall be deemed to have been dropped by the party initiating the arbitration proceedings and, therefore, cannot be processed to arbitration.

7.02 Procedure for selecting the Chairperson of the Arbitration Board

(a) The arbitration procedure incorporated in this agreement shall be based on the use of a single arbitrator, selected on a rotating basis from a panel of four arbitrators.

The arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to arbitration. Should any arbitrator be unable to hear the grievance within about sixty (60) days after the grievance has been referred to him or her, then that arbitrator shall be passed over to the next in line.

The arbitrators shall be:

K. Petryshen
F. Briggs
M. Picher
W. Marcotte

7.03 Functions of the Arbitrator

(a) In the event that arbitration proceedings are invoked, the matter before the arbitrator shall be the written grievance identified in 6.03. (b), Second Step of the Grievance Procedure.

(b) The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part thereof.

7.04 Arbitration Expenses

(a) The Employer and the Union shall each bear its own separate cost of arbitration.

(b) The expense and fee of the chairperson shall be borne equally by the Employer and the Union.

ARTICLE 8 - SENIORITY

8.01 Definition of Seniority

Seniority as referred to in this agreement shall mean length of continuous service in the employ of the Employer in the bargaining unit until seniority is terminated under Article 8.03. Where two employees are hired on the same date, the employee whose application was received by the Company first will be recognized as the most senior employee.

8.02 Probationary Period

(a) All employees shall be on probation until they have completed sixty (60) days of work for the Company, following which they shall become regular employees and will then be given seniority. It is understood that any hours worked by a probationary employee on any shift counts as a day worked.

(b) Termination of employment of an employee by the Employer during the probationary period may become subject to the grievance or arbitration procedure of this agreement.

8.03 Seniority and Employment Termination

An employee shall lose his/her seniority and shall be deemed to have terminated his/her employment when:

(a) He/she voluntarily quits his/her employment;

- (b) He/she is discharged and is not reinstated through the grievance procedure;
- (c) He/she does no work for the Employer as a result of layoff, illness or non-compensable injury for a period of twenty-four (24) months or for a period of time equal to his/her service at the time he/she goes off, whichever is less;
- (d) He/she does no work for the Employer as a result of a compensable injury for a period of thirty (30) months or for a period of time equal to his/her service at the time that the absence commenced (up to one (1) year), whichever is less;
- (e) He/she, upon being recalled from a lay-off, fails to report to work within five (5) working days from the date of notification by the Employer, unless the employee informs the employer that he/she is currently employed, in which case he/she will be given ten (10) working days to report to work;
- (f) He/she fails to return to work upon termination of an authorized leave of absence;
- (g) He/she accepts gainful employment while on a leave of absence in accord with article 12.02.
- (h) He/she is retired in accordance with the provisions of the Retirement Plan.

Where employees are absent due to either compensable or non-compensable injury or illness and may be terminated in accordance with (c) or (d) above, the Company will review each case to determine if the termination is in accord with existing legislation and to determine the likely prognosis. Where the prognosis suggests a possible return to work in a reasonable period of time, the Company may, at its discretion, extend the provisions of (c) or (d) above.

Where in the opinion of the Company compliance with (c) or (d) would violate existing legislation, it will have the discretion to extend the provisions of (c) and (d) above.

8.04 Seniority and Employment Termination for Being Absent from Work Without Notifying the Employer

An employee who is unable to report for work will be expected to notify the Employer by the time that he/she is due to report for work. Three (3) work days without reporting shall be considered cause for dismissal.

8.05 Lay-offs and Recalls from Lay-offs

In the event of a recall or a lay-off (either from the employee's posted job in which the bumping procedure is invoked, or if laid-off from the plant) the

employee with the greatest seniority will be the last to be laid-off and conversely the first to be recalled and the following shall apply.

Employee's will be laid-off by seniority provided the affected employee's agree to take the necessary training to qualify themselves, so they can demonstrate, within a three (3) month period that they can or have acquired the necessary skills and knowledge to perform the job into which the employee has chosen to bump into, (a job a junior employee occupies).

In the event of a lay-off because of an emergency, breakdown or a planned close down of less than four (4) weeks of operations the employee with the greatest seniority will be the last to be laid-off provided they can perform the required job they bumped into without additional training.

It is understood that employees on lay-off have rights under the agreement for grievance and arbitration, seniority and credited services as provided under Articles 8 and 9 respectively, and are subject to recall under Article 8.

It is understood that if an employee is laid-off from their last posted job or the job originally hired for, that when the above mentioned job is available the employee must return to this job (by seniority). If that employee has posted for a different job during the time the employee is laid-off, the employee has no return rights to the previous job.

8.06 Seniority Lists

- A) Seniority lists will be supplied to the Union and posted on the bulletin board on January 1st and June 30th of each year of this agreement. In the event of a lay-off, the Union will be supplied with an up-to-date seniority list at the time of the layoff.
- B) (b) Union Chair and or designate shall be provided with a seniority list on the dates referenced in 8.06 (a). The seniority shall include date of hire, rate of pay, and classification (Team Leaders)**

ARTICLE 9 - CREDITED SERVICE FOR PENSION PURPOSES

9.01 Definition of Credited Service

Credited Service as referred to in this Agreement shall mean accumulated service with the Employer, provided that:

- (a) an employee who is recalled from lay-off within the allowable period under Article 8.03 (c) shall be given the credited service he/she had accumulated

when he/she was laid off, but will not accumulate credited service during the period of lay-off as defined in Article 8.05;

(b) an employee shall be given credited service for periods of absence due to illness or injury but only after he/she returns to work, and provided he/she returns to work within the allowable period under Article 8.03 (c);

(c) an employee shall be given credited service for the first 30 days of a leave of absence under Article 12.01 or 12.02, but only after he/she returns to work and provided he/she returns to work in accordance with the provisions of Article 12.

9.02 Credited Service and Employment Termination

An employee shall lose his/her credited service and shall be deemed to have terminated his/her employment when:

(a) He/she voluntarily quits his/her employment;

(b) He/she is discharged and is not reinstated through the grievance procedure;

(c) He/she does no work for the Employer as a result of layoff, non workplace illness or non workplace injury for a period of eighteen (18) months or for a period of time equal to his/her service at the time he/she goes off, whichever is less. If the illness or injury is a work place injury then reemployment is subject legislative requirements;

(d) He/she, upon being recalled from the lay-off, fails to report to work within five (5) working days from the date of notification by the Employer unless the employee informs the employer that he/she is currently employed, in which case he/she will be given ten (10) working days to report to work;

(e) He/she fails to return to work upon termination of an authorized leave of absence;

(f) He/she accepts gainful employment while on a leave of absence;

(g) He/she is retired in accordance with the provisions of the Retirement Plan.

ARTICLE 10 - JOB POSTINGS

10.01 Filling Vacancies

a)When job vacancies occur **and/or new jobs are created and/or added** in the bargaining unit scope, and the Company desires to fill such a job(s), for all positions excluding the Aseptic Technician position(s) the job description, including shift, will be posted on all bulletin boards at all locations for a period of

three (3) working days. A copy of the posting will be provided to the Union. Employees may make written application for such **jobs** during the posted period. Applicants will be advised of the results of their application within five (5) working days, after removing the posting from bulletin boards. Probationary employees are not eligible for postings, but can submit their names for consideration.

Within a week of the selection of the successful candidate, the Company will advise the Union in writing of their name and the position they have vacated.

b) The Company will determine the successful candidate to a job posting for all positions excluding the Aseptic Technician position(s) by seniority. In selecting the successful applicant for vacancies in the Aseptic Technician position, successful previous or current experience in **any** of the following: **Sterile Manufacturing, Filling and Clean and Prep** and seniority shall be the governing factors.

For the purpose of this article, promotions do not include temporary positions. **For the purpose of this Article temporary positions** will be defined as a job running less than forty-five (45) calendar days in a six (6) month period **and shall not be posted.**

The following shall be posted as per Article 10.01:

- Maternity or Paternity Leave;
- Other leave of absence or absences due to sickness or injury which are anticipated to exceed forty-five (45) calendar days, or when the parties mutually agree.

(c) An employee selected on this basis may, during a **five (5) working day period (Sterile department- ten (10) working day period)**, elect to be returned to their former position and if an employee selects to stay in the posted position, the new vacancy created will be posted at this time.

(d) An employee selected on this basis will not be eligible to be **the successful applicant to another job in another classification** for a period of six (6) months from the date of his/her acceptance of the original promotion. Employees in Category 5 ,Category 6 **and Category 8** may also post to another position after six (6) months have elapsed but if successful will not move into that position until twelve (12) months from the date of his/her original promotion.

An employee shall be eligible to post for a job(s) and be the successful applicant to said job, in their same classification on a different shift

once every twelve (12) months. When such job becomes available it shall be first posted and awarded within the bargaining unit, by seniority, before being filled with a new hire.

(e) Where no employee meets the qualifying factors under this article the Employer shall be free to fill the job at its discretion.

(f) The Company shall ensure that the successful candidate should commence training for the new position within two (2) weeks and will assume the position, full-time, no later than eight (8) weeks from their notification of appointment. In any event, the successful candidate will receive the pay rate appropriate to their new position, from the day following their notification of appointment.

ARTICLE 11 - TEMPORARY TRANSFERS

11.01 Temporary Transfers Pay Rates

When an employee is temporarily transferred to a higher paying job classification than his/her own, he/she shall continue to receive the pay for his/her own job classification unless such transfer continues for more than two (2) hours on any given day. If the transfer continues for more than two (2) hours the change in wage rate shall apply to all hours worked on that specific day. The wage rate will be the first rate in the job classification which he/she is transferred to which is higher than his/her own rate in his/her job classification.

When an employee is temporarily transferred to a lower paying position, his/her rate shall not be thereby reduced. For the purpose of this article, temporary transfer means a transfer that will not exceed forty-five (45) working days. Where the company has difficulty in staying within the forty-five (45) day period, a longer period may be mutually agreed between the Union and the Company.

In the event of a temporary transfer, a paper trail should follow the employee that is being transferred e.g. A copy given to the Union from the date the temporary transfer started.

The Company has no intention of abusing the length of time any one person is on a temporary transfer. For example, if the temporary transfer is required for five (5) hours, the Company will not remove the person on the temporary transfer at three (3) hours and replace him/her with another employee to avoid the higher payment under the temporary transfer clause.

Persons who are unable to perform their job in a sterile area due to short-term sickness, but who are able to work, will be assigned other duties for this period of sickness and paid at their regular hourly rate.

If other duties are not available, the employee may exercise their seniority rights in a job for which they are trained.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Union Business

Leave of absence shall be granted upon a five (5) day written request to the Employer for employees elected or appointed to represent the Union at conventions and/or seminars, provided:

- (a) The total of such time shall not exceed thirty (30) days per contract year of which up to seven (7) days will be paid. The balance will be unpaid.
- (b) Not more than two (2) employees are involved in each request; and
- (c) Such leave does not interfere with the efficient operation of the employer.
- (d) In addition to 12.01 (a),(b),(c) paid time will be granted for all meetings with the company including negotiations, grievance procedures and arbitration's.

12.02 Other Leaves of Absence

The Employer may grant leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed three (3) months, unless both the Union and the Employer mutually agree otherwise.

12.03 Benefits During Leave of Absence

The Employer's payments towards all group insurance benefits will be suspended after the first month of any leave of absence. They will be reinstated upon the return of the employee to full-time duty. If the employee wishes continuation of these benefits during such a leave, it will be his/her responsibility to pay the total cost of these group insurance benefits prior to starting the leave of absence.

ARTICLE 13 - SAFETY AND HEALTH

13.01 Reasonable Provisions

The Company shall take necessary measures for the health and safety of the employees during hours of their employment.

13.02 Union Assistance

The Union will assist the Employer in carrying out a reasonable health and accident prevention program.

13.03 Safety Committee

A safety committee of two (2) members appointed by the Union and two (2) members appointed by the Company will meet monthly and will make recommendations on health and safety matters. The Company agrees to pay the Union members of the joint health and safety committee at their regular base rate for time spent at regular monthly meetings and for a monthly plant safety tour, which shall be held during the first week of each month. The Company shall insure that the minutes of the joint health and safety meetings are posted. If H & S meetings are to be cancelled for the month, Management must inform the Union one (1) week prior to the scheduled meeting.

(a) The joint health and safety committee shall investigate and report on all plant accidents.

(b) The joint health and safety committee will have access to all accident reports.

13.04 Company Contribution to Safety Shoes and Prescription Safety Glasses

(a) In areas where management decides that safety shoes are required as a condition of employment, for employees who have completed their probationary period the Employer will contribute **one hundred and twenty-five dollars (\$125.00)** per employee per contract year towards the purchase of safety shoes. Employees who have not completed their probationary period will be reimbursed up to **one hundred and twenty-five dollars (\$125.00)** towards the purchase of safety shoes on completion of their probationary period. The Company will contribute **\$125.00** per year for all employees who require a secondary pair of safety shoes as a condition of work. E.g. Sterile Personnel, Non-sterile Batchers and Maintenance.

(b) Safety glasses are required as a condition of employment, for employees who are required to wear prescription safety glasses and who have completed their probationary period the Employer will effective **April 1, 2013** contribute **two hundred and twenty dollars (\$220.00)** to the employee every two years towards the purchase of prescription safety glasses. Employees who have not completed their probationary period will be reimbursed up to **two hundred and twenty dollars (\$220.00)** towards the purchase of prescription safety glasses on completion of their probationary period.

13.05 Health and Safety Training

The Employer will provide one (1) day with pay per contract year at the employee's regular hourly rate of pay for up to two (2) bargaining unit Health and Safety Representatives to attend specified Health and Safety training programs as mutually agreed by the parties.

ARTICLE 14 - BULLETIN BOARD

14.01 Union Bulletin Board and Notices

The Union shall have the exclusive use of two bulletin boards in the Company's premises for the purpose of posting notices relating to the Union's business. Such notices must be initialed by the Union Officer and approved by the Company prior to being posted.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 Normal Hours

The normal hours of work will be eight (8) hours per day, exclusive of minimum half-hour meal periods, Monday to Friday. However, at the Employer's discretion, some employees or all employees may be scheduled to work eight (8) hours per day, inclusive of a twenty (20) minute paid meal period, Monday to Friday. It is understood, however, that this shall not be, nor construed to be, a guarantee as to the hours of work per day, or as to the hours of work per week, nor as a guarantee of working schedules.

15.02 Scheduling and Overtime Application

The Company will endeavor to schedule all full-time employees as follows:

Aseptic Tech Set-up Shift -6:00am to 2:30pm

Non-Sterile Machine Operators -6:00am to 2:30pm

Sterile Batchers -6:00am to 2:30pm

Day Shift	- 7:00 a.m. to 3:30 p.m.
Afternoon Shift	- 3:00 p.m. to 11:30 p.m.
Night Shift	- 11:30 p.m. to 8:00 a.m.

(a) The rate of one and one-half(1 1/2) times the regular rate shall be paid for all hours worked in excess of eight (8) hours in any one day and on Saturday.

(b) An employee (s) working four (4) hours in excess of eight (8) hours in any one day shall receive a meal allowance paid by the company, of twelve (12) dollars.

15.03 Sunday Pay Rate

The rate of two (2) times the regular rate of pay shall be paid for all hours worked on Sunday, for all employees, other than those covered by Article 15.10.

15.04 Distribution of Overtime

The Company will endeavour to post overtime for Saturdays and Sundays by 2:00 pm on the Thursday before and this posting will remain in place until at least 2:00 pm on that Friday. However, both parties recognize that certain circumstances, E.g. equipment malfunction may result in overtime being posted later than the times listed above.

Overtime will be tracked and logged on a daily basis, stating how many hours of overtime each employee has worked per day, week and month. The tracked overtime is to be posted weekly. The accumulated overtime hours shall be reset to zero each three month period. New employees shall be given average hours within their department and classification, when they are qualified to perform overtime work. The employee will not be denied the opportunity because the training has not been provided.

Overtime will be equitably distributed as is practical among employee able to perform the work. Equitably distributed is defined as being by specific departments, and by specific departmental job classifications. It is understood that all overtime will be scheduled on a voluntary basis.

Overtime will offered first by seniority to the employee(s) who have the least amount of overtime hours, who are able to do the job. Employee(s) with the next lowest in overtime hours until there is a sufficient amount of employees for the work needing to be done.

15.05 Shift Premium

(a) All employees who are assigned to work a full shift on the second (afternoon) shift, which commences from 3:00 p.m. to 9:00 p.m., shall receive

ninety (.90) cents per hour in addition to their regular earnings for all hours worked on the second shift.

(b) All employees who are assigned to work a full shift on the third (midnight) shift, which commences from 9:01 p.m. to 3:00 a.m., shall **receive ninety (.90) cents** per hour in addition to their regular earnings for all hours worked on the third shift.

15.06 Reporting Pay

An employee who reports for work at the starting time of his/her regular scheduled full shift, not having been previously advised not to so report, shall be given a minimum of four (4) hours' work in any area of four (4) hours' pay in lieu of no work available at the employee's regular straight time hourly rate of pay. The Company will not be subject to this obligation in the case of an employee who fails to keep the Company informed of a current telephone number which may be used by the Company to give notice, and in cases of fire, lightening, power failure, storms or similar causes beyond the control of the employer resulting in the stopping of work.

15.07 Call-in Pay

An employee who has left the premises of the Company and who is requested to and reports for work outside his/her regular scheduled working hours shall be paid a minimum of three (3) hours pay at straight time or the rate of time and one-half (1 1/2) for the hours so worked whichever is the greater provided the hours so worked do not overlap and extend into his/her regular shift. If the hours so worked under this call-in provision overlap and extend into his/her regular shift, he/she shall receive pay only for the hours actually worked prior to the commencement of his/her regular shift at the rate of time and one-half(1 1/2) of his/her regular rate of pay. Any employee who agrees to be on call on any given shift will be compensated 10 dollars per shift to a maximum of \$160.00 a week. Maintenance employees who are called-in to work on Sundays shall be paid as per Article 15.03

15.08 No Pyramiding of Overtime

An employee shall not be entitled to an overtime premium more than once with respect to hours worked, and there shall be no pyramiding or duplication of overtime.

15.09 Multiple Shift Operations

Should the Company at any time during the term of this agreement institute a multiple shift operation, all jobs on new shifts will be posted and shall

include what shift is available. These new shifts shall be awarded by seniority preference for employees in a classification.

15.10 Sunday Shift Operations

A shift comprising of Sterile Fillers, Sterile Batchers, Receiver Stock Control/Shipper and Maintenance Technicians operates eight (8) hours per day, Sunday to Thursday. These employees will be scheduled to work eight (8) hours per day, inclusive of a twenty (20) minute paid meal period, Sunday to Thursday. It is understood, however, that this shall not be, nor construed to be, a guarantee as to the hours of work per day, or as to the hours of work per week, nor as a guarantee of working schedules. In addition to the regular shift premium of sixty (60) cents per hour, employees covered by this article will receive an additional \$1.40 per hour, for all hours worked on a Sunday.

15.11 Absenteeism

An employee who is going to be absent from work for whatever reason will be required to notify the employer prior to the commencement of his/her shift. If an employee is absent due to illness for three (3) consecutive working days or longer, a doctor's certificate must be provided.

ARTICLE 16 - REST PERIODS

16.01 Rest Period Scheduling and Duration

(a) Employees shall be allowed a rest period of fifteen (15) minutes each half (1/2) shift. The time of this rest period to be determined by management, but so that it will be approximately in the middle of each shift.

(b) A rest period of fifteen (15) minutes shall be granted at the commencement of an overtime period so long as it is expected that the overtime will be of two hours duration. A rest period of fifteen (15) minutes shall be granted at the commencement of an employee's regular shift if the employee has completed at least two (2) hours of an early start prior to their shift start.

ARTICLE 17 - HOLIDAYS

17.01 Holiday Listing

Full-time employees, who have completed 30 calendar days of employment, will be entitled to the following holidays:

Pre-New Year's Day	Civic Holiday
New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Pre-Christmas Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day
Floater at Christmas	

Heritage Day will be recognized on the 3rd Monday in February.

17.02 Holidays on Saturday or Sunday

When any of the above-noted holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement.

17.03 Holiday Pay

Holiday pay will be computed on the basis of the regular hours the employee would otherwise work had there been no holiday, up to a maximum of eight (8) hours at his/her regular hourly rate of pay, exclusive of shift premium.

17.04 Qualification for Holiday Pay

In order to qualify for holiday pay, the employee must work his/her last full scheduled shift immediately preceding and his/her first full scheduled shift immediately following the holiday.

However, an employee shall not lose his/her holiday pay if he/she is absent on either or both qualifying days because of illness or injury which upon request of the Company is verified by a certificate signed by a duly recognized medical doctor or because he/she is absent with the specific written permission of the Company, provided he/she has been at work within three (3) work days of the holiday, either before or after such holiday.

17.05 Pay for Scheduled Work on Holidays

Where an employee is scheduled to work on a holiday, he/she shall be paid at the rate of time and one-half (1 1/2) his/her regular straight time hourly rate for all hours so worked, in addition to his/her holiday pay entitlement as outlined in Article 17.03.

17.06 Qualification for Pay for Work on Holidays

An employee who is scheduled to work on a recognized holiday, and who fails to do so, shall lose his/her entitlement for the holiday pay. However, an employee shall not lose his/her holiday pay if he/she is absent on this scheduled work day because of illness or injury which, upon request of the Company, is verified by a certificate signed by a duly recognized medical doctor.

17.07 No Pyramiding of Holiday Pay

It is understood that if an employee is entitled to receive pay on any day recognized as a paid holiday under any other provision of this agreement or as the result of government legislation, there will be no pyramiding or duplicating of benefits.

ARTICLE 18 - VACATIONS

18.01 Vacation Schedule of Entitlement

The following vacation schedule shall apply to all full time employees:

- (a) An employee, who has completed less than one (1) year of continuous employment, as of and including June 30th, in any current year, shall receive vacation pay according to the Employment Standards Act.
- (b) An employee who has completed one (1) or more years, but less than five (5) years of continuous employment, as of and including June 30th, in any current year, shall receive two (2) weeks vacation time off and 4% of his/her gross earnings from July 1st of the previous year to and including June 30th of the current year.
- (c) An employee who has completed five (5) or more years, but less than ten (10) years, of continuous employment, as of and including June 30th, in any current year, shall receive three (3) weeks vacation time off and 6% of his/her gross earnings from July 1st of the previous year to and including June 30th of the current year.
- (d) An employee who has completed ten (10) or more years of continuous employment, as of and including June 30th, in any current year, shall receive four (4) weeks vacation time off and 8% of his/her gross earnings from July 1st of the previous year to and including June 30th of the current year.
- (e) An employee who has completed fifteen (15) years of continuous employment will earn additional vacation time at the rate of one vacation day per year (equivalent to 0.4% of his or her gross annual earnings from July 1st of the

previous year to and including June 30th of the current year) starting at the completion of sixteen (16) years of continuous employment through to the completion of twenty (20) years of continuous employment;

(f) An employee who has completed twenty (20) years of continuous employment, as of and including June 30th, in any current year, shall receive five (5) weeks vacation time off and 10% of his/her gross earnings from July 1st of the previous year to and including June 30th of the current year. This article comes in to effect July 1st, 2005.

(g) An employee who has completed twenty five (25) years of continuous employment, as of and including June 30th, in any current year, shall receive six (6) weeks vacation time off and 12% of his or her gross earnings from July 1st of the previous year to and including June 30th of the current year.

(h) It is agreed that, under Article 18.01 (c) and (d) that, where employee's anniversary date falls from July 1st to December 31st in a year, but in that year they would otherwise have gained an extra week of vacation had their anniversary date occurred prior to June 30th, they will be eligible to receive the extra week as if their anniversary had fallen by June 30th, in that year.

(i) Payment of vacation will be paid out as taken, in daily or weekly installments, subject to a ten (10) day notice to Payroll.

18.02 Vacation Scheduling

Vacations will, so far as possible, be granted at times desired by the employees, but the final right to allotment of vacation periods is reserved to the Employer so as to insure the orderly operation of the business. If there is a conflict in a specific department, on a specific shift and by specific departmental job classifications on that shift as to when employees can take their vacations, seniority will be the determining factor.

18.03 Vacation Shutdown

It is the intention of the Company to have an annual vacation shutdown the last week of July and the first week of August. All employees will schedule their two weeks vacation for that time frame. This shutdown must be the last week of July and the first week of August, should the company not be able to abide by this intention the Company will give the Union and the employees notice by February 1st, preceding the vacation year. If the Company gives notice by February 1st that there will be no shutdown, during the last week of July and the first week of August, the employees shall select any desired two (2) week period of at least 5 working days duration in accordance with Article 18.02. Any employee absent from work at any scheduled vacation time (inc. vacation

shutdown) because of medical reasons will have to reschedule their holidays at a later date. This article will not apply to Maintenance or the Distribution center except any employee absent from work at any scheduled vacation time (inc. vacation shutdown) because of medical reasons will have to reschedule their holidays at a later date.

Furthermore, the Company recognizes that during a shutdown not all warehouse employees will be required to work. However, there will be a requirement to have a predetermined number of employees to work during a shutdown. The Company will first ask for volunteers to work and failing that the most senior warehouse staff will be scheduled to work.

18.04 No Carryover

Vacations shall be taken between July 1st of the current year, and June 30th of the following year. Vacations earned in more than one vacation year may not be taken consecutively.

18.05 Paid Holiday in Vacation

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day of vacation with pay for each holiday in addition to his/her regular vacation time, provided he/she worked his/her scheduled full shift immediately before going on vacation and he/she worked his/her first regular scheduled full shift immediately following the vacation period. However, an employee shall not lose this additional day of vacation with pay if he/she is absent on either or both of these qualifying days because of illness or injury, which upon request by the Employer is verified by a duly recognized medical doctor or because he/she is absent with the specific written permission of the Employer, provided he/she has been at work within three (3) days either before or after each of these qualifying days.

18.06 Vacation Requests

Vacation requests shall be made in writing by an employee to his/her supervisor prior to March 15th each year. Vacation shall be scheduled by the Company having regard for operating requirements. In case of conflicting vacation requests being submitted prior to March 15th, preference in scheduling shall be given to the most senior employee.

In case of conflicting vacation requests after March 15th, preference in scheduling shall be given on a first come first served basis. The Company will return vacation request paperwork within one (1) week of the request.

18.07 Vacation Requests In Writing

As of April 1st, all requests for vacation shall be dealt with in writing by the Employer, and if not replied to by this date, vacations shall be granted as requested.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 Bereavement Entitlement

The Employer shall pay an employee five (5) working days' pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of employee's spouse or common-law partner, children/step children.

The Employer shall pay an employee three (3) working days' pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of employee's mother, father, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandmother and grandfather, (employee or spouse's grandparents)..

Employees will not be paid for Saturdays or Sundays under this article.

Note: If bereavement leave occurs during a scheduled vacation the affected vacation days will be rescheduled.

19.02 No Pyramiding

It is understood that if the employee is entitled to receive pay under any other provisions of this Agreement or, as the result of government legislation, there will be no pyramiding or duplicating of benefits, except where one of the bereavement days occurs on a vacation day or statutory holiday, in which case, the employee will be entitled to request substitute day(s) off at a later date.

19.03 Brother-in-law, Sister-in-law

It is understood and agreed for the purpose of Article 19, brother-in-law and sister-in-law shall be defined to be limited to the spouse of the employee's brother and or sister, and the brother and or sister, of the employee's spouse.

ARTICLE 20 - APPEARANCE IN COURT

20.01 Jury Duty or Witness Entitlement

An employee summoned to appear or required to serve jury duty or one who has been served with a subpoena to appear as a witness will be paid the difference between what he/she would have earned for his/her scheduled hours at

his/her regular rate and the court fee received. The employee will come to work during his/her scheduled hours of work that he/she is not required to attend the court.

20.02 Qualification for Payment

In order for an employee to qualify for payment under this section, he/she must:

- (a) Inform his/her foreperson as soon as possible after receipt of notice of selection for jury duty or after receipt of subpoena to appear as a witness;
- (b) If released from service as a juror or as a witness and four (4) hours or more remain in the employee's regularly scheduled hours, the employee must return to the Employer's premises to complete his/her remaining normally scheduled work day;
- (c) Provide a certificate of service from an officer of the court; and
- (d) Has completed his/her probationary period.

ARTICLE 21 - NEW JOBS

21.01 Establishing New Jobs and Wage Rates

Should any new job classifications be established by the Employer, within the bargaining unit, during the life of this agreement, the Employer will notify the Union of the new job classification and the range of wage rates for such classification. Within a period of thirty (30) days from the date of notice, a meeting will take place, if so requested by the Union, to discuss such wage rates. The Employer will arrange to hold the meeting within thirty (30) days of the receipt of the request. If no request has been made by the Union to discuss the range of wage rates within the thirty (30) days, the range of wage rates shall become part of the wage structure.

If parties are unable to agree on the range of wage rates for the new job classification, the disputed range of wage rates will be treated as a grievance and shall be filed at the arbitration step of the grievance procedure. If the matter is referred to arbitration, the arbitration board shall only have the right to establish the new wage rates by comparing the new job classification with existing wage rates of the other job classifications established in this agreement. It is understood that the new wage rates will be paid retroactive to the date an employee was transferred to the new job classifications.

ARTICLE 22 - GROUP INSURANCE BENEFIT PLAN

22.01 Premiums and Eligibility

The Company will assume full premium cost of the following plans, for all full-time employees, after the completion of three (3) months continuous employment. In the event of an employee having a claim disallowed, the company will investigate the matter in conjunction with the employee. Following such investigation, if both parties agree that the employee has a valid claim, under the terms of any of the policies, the Company will make representations on behalf of the employee to the insurance company and will advise the Union of the insurance company's position. If both parties are still in agreement that the employee has a valid claim under any of the policies, the Company will engage and pay for legal counsel, on behalf of the employee. The Company will incur a maximum of \$5,000.00 in each contract year, in total, whether expended in the pursuance of one or more such claims. Notwithstanding any of the foregoing, nothing in this agreement will prevent any employee taking action independently or directly against an insurance company.

It is understood and agreed that the cost of the benefit program paid by the Company as outlined in the Collective Agreement is in lieu of employee entitlement to rebate under the Employment Insurance Act.

22.02 Life Insurance

Eligible employees will be covered for Life Insurance at two (2) times annual regular earnings rounded to the next higher \$1,000.00 (if not a multiple thereof).

In addition to Basic Life Insurance, eligible full-time employees are covered for the same amount in the event of death by accident. Benefits may also be payable in the event of accidental loss of eyesight or loss of limbs/hands.

22.03 Weekly Indemnity

Eligible employees will be paid Sick Pay of 66-2/3% of weekly earnings to a maximum of \$1,000.00 per week for a total of 17 weeks. There is no waiting period for an accident or injury and a 3 day waiting period for illness.

If the employee is hospitalized or has day surgery before the last day of the waiting period, benefits will begin on the day the employee is hospitalized or the surgery is performed.

22.04 Long-Term Disability

Eligible employees will be paid 60% of regular monthly earnings up to a maximum benefit of \$1075.00 effective the date of ratification should they become totally disabled.

Long term disability benefits would commence after an elimination period of 119 days and would be payable until recovery, actual retirement date, age 65, or death, whichever comes first.

22.05 Extended Health Care

\$10,000.00 individual healthcare lifetime maximum has been removed.

The Company will provide an Extended Health Care Plan to eligible employees and their dependents that reimburse 100% of eligible expenses.

The plan will include Vision care **which can be used for a combination of vision care** with a maximum of **\$350.00** every 24 months for each insured person.

Support Hose \$100.00 per employee in each calendar year.

Massage therapist \$325.00 in each calendar year.

Travel Assistance Coverage will be provided for each insured person.

The Company will introduce a Drug Plan Card effective May 1, 1999 with respect to a prescription drug plan. The prescription drug plan will provide the benefit as is currently provided.

22.06 Dental Plan

The Company agrees to provide eligible employees and their dependents a Dental Plan in accordance with the attached Plan description entitled Dental Care Benefit Plan descriptions Type H, based on the current Ontario Dental Association Fee schedule.

22.07 Insurance Contract

The above outlines the principal features included in the insurance program, but it is not to be considered the contract of insurance. The complete terms and conditions of these protections are set forth in the policies, certificates and/or plan of each of the insuring companies. Benefit booklets will be supplied to all employees.

22.08 Insurance During Absence From Work

The Company's payments toward the insurance program for employees who have completed their probationary period and who otherwise qualify for benefits under this Collective Agreement will cease when an employee is laid off or terminated or on a leave of absence as specified in Article 12.03 of the Collective Agreement, except that the Company's payments toward an employee's dental plan, extended health care plan and life insurance will cease one month after the month in which the lay-off occurred. Written notice will be provided to the employee prior to said benefits being suspended.

The Company's payments toward the insurance program for an employee who was on lay-off and has been recalled to work and whose seniority rights have not expired under Article 8.03 (c) will be restarted on the employee's first day of return to work after recall.

22.09 Laid-off Employee's Extension of Benefits

Employees who are laid off may continue their Dental Plan, Extended Health Care Plan and Life Insurance from the expiry of one month after the month of lay-off for up to three (3) additional months if they agree to pay the applicable premiums to the Company, in advance

22.10 Retirement Pension Plan

The Company will provide a retirement pension plan with the following features:

- Introduction of a defined contribution plan was effective July 1, 1998
- Pension Plan contributions will begin 12 months from the end of the employee's 60 day probation period.
- Employee contributions are required between 2.5% up to 6% of regular earnings not to exceed the legal maximum limit.
- If the employee wishes to make additional contributions they must notify the Company in writing once per year effective January 1st.
- Employer contribution as of April 1, 2007 of 6% regular earnings excluding overtime. Effective January 1, 2009 employer contribution will be 6 1/2% regular earnings excluding overtime. Effective January 1, 2010 employer contribution will be 7% regular earnings excluding overtime

- Effective January 1, 2013 employer contribution will be 7.25 % regular earnings excluding overtime
- **Effective January 1, 2016 employer contribution will be 7.50 % regular earnings excluding overtime**
- Minimum employee contributions, by way of payroll deduction, of 2.5% regular earnings, excluding overtime, to a maximum of the employer's contribution. Additional contributions by the employee up to the legal maximum will be permitted. The employee will notify the company of their desired rate in writing on an annual basis effective January 1.

All pension contributions will be paid by the Company within 10 working days from month-end and a copy of the deposit to be given to the Union chairperson.

ARTICLE 23 - NO STRIKES OR LOCKOUTS

23.01 No Strikes or Lockouts During Term of Agreement

It is understood and agreed that there shall be no strike, concerted work stoppage, slowdown or other such activity either complete or partial by the Union nor by any of its members during the term of this agreement. It is further understood and agreed that should there be any strike, concerted work stoppage, slowdown or other such activity either complete or partial by any of the said members that the Union shall make and continue to make every effort to prevent or stop such action. Any employee who violates this article shall be subject to discipline, which may include discharge. It is understood and agreed that there shall be no lockout by the Employer during the term of this agreement.

ARTICLE 24 - Wages

24.01 Wage Schedule (Schedule A)

Employees shall be classified and paid no less than in accordance to Schedule "A" which forms part of this collective agreement. Wages will be paid on a weekly basis.

24.02 Team Leader

Team Leaders, premium of one dollar (\$1.00) per hour above the employee's classification rate shall be paid in addition to the employee's

classification rate of pay while he/she is a Team leader for one of the following areas:

- Sterile Filling (day shift) (Aseptic Technicians)- One Team Leader
- Sterile packaging and Non-Sterile Packaging Day Shift- One Team Leader
- Sterile packaging and Non-Sterile Packaging Afternoon Shift- One Team Leader
- Warehouse- One Team Leader
- Sterile manufacturing Afternoon Shift- One Team Leader
- Sterile Batching Day or Afternoon- One Team Leader

{a) leading and directing a group (AS DEFINED ABOVE) of employees in assigning work and overseeing the activities of a shift;

or

{b) Training a coworker in the performance of the duties of their job;

or

{c) Overseeing a small area with respect to a specific product line.

Or, all of the above duties.

{d) Team Leaders will not exercise any direction in activities such as hiring, promotion, demotion, discipline, suspension or discharge.

- The Company shall have the right to appoint and/or remove team leaders as required within the areas defined above.
- For the purposes of layoff and shift preference, team leaders shall have seniority as per Article 8.01
- For the purpose of overtime distribution, team leaders shall be entitled to overtime within their classification.

ARTICLE 25 - DURATION

25.01 Term of Agreement

This agreement shall become effective on the date of ratification and remain in full force and effect until midnight of the **31st day of March, 2016**, and shall renew itself from year to year thereafter unless written notice to terminate or amend this agreement is given by either party within three (3) months prior to the expiration date of any annual renewal thereof.

25.02 Negotiations Following Notification

In the event of such notification being given to amend this agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

Article 26- Miscellaneous

The employer shall provide the Union with two electronic versions of this agreement. The version will be provided in Word and PDF formats. The PDF file will be a searchable file and will include a completed signature page.

OK 29th October
Dated this *14th* day of ~~June~~ *October* 2013.

FOR BIMEDA-MTC ANIMAL HEALTH, INC.

[Signature]
[Signature] *29/10/13*
[Signature]

Signatures- Bimeda here.

FOR THE UNITED STEEL WORKERS, LOCAL 2000-01

[Signature]
[Signature] *29-10-13*
[Signature]

Signatures- USW here.

Letter of Understanding – Special Overtime

In the event of additional production requirements that require specialized weekend work, the union and the Company will meet to address this need.

Letter of Understanding – Cross Training


The Company shall post all cross Training Opportunities.

- I. Employees interested in Cross training Opportunities in another classification(s) other than their own, shall sign the Cross training Log Book between January 1 and February 1 of each calendar year, to make themselves eligible for Training Opportunities from February 1 of the current calendar year to January 31st of the following year.
- II. The company shall then offer training opportunities from February 1 of the current calendar year to January 31st of the following year, to employee(s) by seniority , from the employees who have signed the Training log Book.
- III. The Company and the Union shall meet in November 2013 to review the Cross Training. Any changes shall be mutually agreed to by the Company and the Union.

Note: to enable Cross training to start immediately following ratification of this agreement, the Company and Union agree that for the year 2013 only, Employees interested in Cross Training Opportunities in another classification(s) other than their own, shall sign the cross training Log Book Between May 1 and June 1 of 2013, to make themselves eligible for training Opportunities from July 1, 2013 to December 31, 2013.

Dated this ^{29th} ~~14th~~ day of ^{October} ~~June~~ 2013. *CR*

FOR BIMEDA-MTC ANIMAL HEALTH, INC.




Alan Powell 29/10/13

John [unclear]

Signatures- Bimeda here.

FOR THE UNITED STEEL WORKERS OF AMERICA, LOCAL 2000-01



R. Chabot 29-10-13

[unclear]

Signatures- USW here.

SCHEDULE "A"

	Effective April 1, 2013		Effective April 1, 2014		Effective April 1, 2015	
	Start	After 3 Months	Start	After 3 Months	Start	After 3 months
Category 10 Ticketed Millwright	\$28.63	\$29.06	\$29.20	\$29.64	\$29.85	\$30.30
Category 9 Maintenance Technician	\$28.16	\$28.63	\$28.73	\$29.20	\$29.36	\$29.85
Category 8 Aseptic Technician	\$22.59	\$22.94	\$23.04	\$23.40	\$23.56	\$23.92
Category 7 Receiver Stock Control Shipper	\$22.06	\$22.44	\$22.50	\$22.89	\$23.00	\$23.40
Category 6 Sterile Machine Operator Sterile Batcher	\$21.64	\$21.99	\$22.08	\$22.43	\$22.57	\$22.93
Category 5 Non-Sterile Batching Dispensing	\$21.20	\$21.56	\$21.62	\$21.99	\$22.10	\$22.48
Category 4 Cleaning & Prep Non Sterile Machine Operator	\$20.76	\$21.14	\$21.17	\$21.57	\$21.64	\$22.05
Category 3 Packaging Coordinator Labeling Coordinator	\$20.33	\$20.70	\$20.74	\$21.11	\$21.20	\$21.58
Category 2 Warehouse Painter	\$19.44	\$19.82	\$19.83	\$20.21	\$20.27	\$20.66
Category 1 Packaging	\$19.00	\$19.39	\$19.38	\$19.76	\$19.81	\$20.22
Student Rate	\$10.75		\$10.75		\$10.75	

DENTAL CARE BENEFIT PLAN DESCRIPTIONS

EXAMINATIONS

- Initial examinations of a new patient
- Recall examination twice per 12 month period
- Specific examinations
- Emergency examination and/or consultation

X-RAYS

- Complete series of x-rays, including sinus examination, sialography, use of radiopaque dyes to demonstrate lesions and tomography, provided that a period of at least 36 consecutive months has elapsed since the last such series of x-rays was performed
- Bite-wing x-rays twice per 12 month period

PREVENTATIVE SERVICES

- Prophylaxis twice per 12 month period
- Topical application of fluoride twice per 12 month period
- Oral hygiene instruction once per year
- Occlusal equilibration

MINOR RESTORATIVE SERVICES

- Amalgam, sificate, acrylic and composite restorations
- Polycarbonate crowns

ENDODONTICS

- Root canal therapy for permanent teeth

PERIODONTAL SERVICES

- Periodontal surgery, including occlusal equilibration

ORAL SURGERY

- Extractions and aivolectomy at the time of tooth extraction
- Diagnostic x-ray, laboratory procedures and general anesthesia required in relation to dental surgery
- Dental surgery

ADJUNCTIVE SERVICES

- Minor remedies for relief of dental pain provided on an emergency basis
- The cost of medication and its administration when provided by injection in the dentist's office

- Consultations required by the attending dentist

EXCLUSIONS AND LIMITATIONS

No benefits are paid under the dental care plan for:

- any services or supplies not listed as covered expenses
- services or supplies that are covered by any government health plan
- services and supplies rendered for dietary planning for the control of dental carries or for plaque control
- services and supplies rendered principally for cosmetic purposes
- dental treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature
- broken appointments or charges for completion of claim forms
- travel expenses to and from the place of treatment or telephone conversations
- expenses private plans are not permitted to cover by law
- services and supplies the person is entitled to without charge by law or for which a charge is made only because the person has coverage under a plan

MAJOR RESTORATIVE SERVICES

- Crowns, Bridges and dentures – 50% to a maximum of \$1,500.00 each calendar year
- Braces – 50% to a maximum of \$4,000.00 lifetime (children only)

