

CUDDY FOODS PRODUCTS AND

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL, UNION LOCAL 175

Name

Address

Phone

Soc. Ins. No.

Work Address

Work Phone

Union Steward

Phone

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**LETTER FROM
THE PRESIDENT
U.F.C.W.
LOCAL 175**

Dear Fellow Members:

I wish to welcome new members to Locals 175 and 633 of the United Food and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

I hope you will all read this contract and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from it.

As a union member with a contract, you have the freedom to plan for the future. You will know what your income will be in advance. Your rights and benefits are written down and cannot be revoked, and your job security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. **If** unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted at any time to assist you.

In addition to Stewards in the workplace and Union Representatives who support them, we also have a team of professionals who provide support.

We should all be proud of our Union's achievements. We have proven many times that employers can treat their workers fairly and still run their business efficiently.

In the United Food and Commercial Workers' Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your Union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, our trained staff will support you and help you in any way they can.

Non-Union workers are at the mercy of their employer. This is one reason our Local Union continues to grow.

Our organizing team works around the clock to help bring other workers into our union. If you know of someone who works in a non-union environment, do them a favour and give our organizers a call.

We also believe in the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the UFCW offers a number of scholarships at the local, national and international level. They are for your benefit as Union members.

In addition, your Union works to keep you up-to-date about legislation concerning your working rights.

Your Local Union represents some 50,000 members across Ontario. As we continue to grow, we have moved to keep up with the growth in areas of servicing and all-round members' support. Included in this booklet is a list of Union representatives and other representatives there to support you, the member.

Only by all of us working together can we keep what we have gained over years of hard negotiations and obtain what is rightfully ours in the future. Our labour may be the only commodity we have to sell. Let us not sell it cheaply.

Please feel free to contact me at any time with questions or concerns about the Union. This is your Union. You put the 'U' in our Union.

In Solidarity,
Wayne Hanley, President,
U.F.C.W. Local 175.

OFFICERS



Wayne Hanley
President



Jim Andress
Secretary-Treasurer



Betty Pardy
Recorder



Jim Hastings
Executive Assistant



John Fuller
Executive Assistant

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent some 50,000 members across Ontario, of whom some 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Steward, Union Representatives, Benefits Representatives, staff lawyers and communications representative. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

UNITED FOOD & COMMERCIAL WORKERS

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of over 200,000 members in Canada and 1,500,000 members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The new union represents workers in nearly all aspects of Canadian life and is mirrored in the makeup of Locals 175 and 633.

U.F.C.W. LOCALS 175 AND 633

Your local unions, with over 50,000 members, is the largest UFCW local union, and the largest local union of any union in Canada.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

U.F.C.W. LOCALS 175 and 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

PRESIDENT

Wayne Hanley, Oakville

SECRETARY-TREASURER

Jim Andress, Guelph

RECORDER

Betty Pardy, London

VICE-PRESIDENTS

Rick Alagierski, Mississauga

Phil Anderson, Peterborough

Toni Armstrong, Hawkestone

Mona Bailey, Omemee

Bryan Braithwaite, Chatham

Georgina Broeckel, Arthur

Fay Boucher, Thunder Bay

Sam Caetano, Toronto

Joce Cote, Niagara Falls

Freda Courtage, Brantford

Matt Davenport, Guelph

Bruce Dosman, Hanover

William Foley, Burlington

Roland Fortin, Kitchener

David Fox, Napanee

Steve Garland, Kitchener

Joe Hand, Newcastle

Jim Hastings, Mississauga

Jim Hough, Burlington

Tim Kelly, Stratford

Janice Klenot, Kitchener

Cliff Kostyniuk, St. Catharines

Rosemarie Mathieu, Oshawa

June Maruschak, Sarnia

Rodney Merkle, Thunder Bay

Tony Morello, Angus

Pat Newell, Port Hope

Robert Nicholas, Havelock

Scott Saunders, Woodville

Don Schmidt, Walkerton

Andy Spruyt, Fonthill

June Towler, Bradford

Karen Vaughn, Milford

Coreena Zurkan, Kenora

LOCAL 633 EXECUTIVE BOARD

PRESIDENT

Dan Bondy, Amherstburg

SECRETARY-TREASURER

Linval Dixon, Pickering

RECORDER

Roy Reed, Orillia

VICE-PRESIDENTS:

Anthony DiMalo, Woodbridge

Neil Hotchkiss, McGregor

MaryLou Mallett, Arthur

What You Get For Your Union Dues

- **Higher than average wages and benefits.** According to recent government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you.
- **Problems with Workplace Safety and Insurance Act or Employment Insurance?** The Union employs experts in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and out in the cold in these matters. They can only turn to expensive lawyers for help.
- **Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc.** Compare your benefits package with those of non-union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for yours? You bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all **volunteers**. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

UNION SCHOLARSHIPS FOR HIGHER EDUCATION

Locals 175 and 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment of our governments towards the training and education of the workforce.

To address that need Locals 175 and 633 offer annual regional stewards training seminars. These seminars are held separate from courses which are available to members at the Locals Training and Education Centre in Mississauga. On a weekly basis the Union offers courses which allow our members to further their formal education and increase their ability and skill level in areas ranging from computer foundations, literacy and math upgrading to steward training and workplace advocacy.

In addition, twice a year the Locals offer stewards and members scholarship programs which are conducted at the Locals Training and Education Centre in Mississauga.

Thirty scholarships are awarded annually to stewards province wide to attend a weeklong in-depth training and education seminar. The theme of the week is "Labour's History; Past, Present and Future" and ensures that our stewards are well informed and educated to be representatives of our Union in their workplaces. Stewards also receive nine hours of hands on computer training during the weeklong course.

Thirty members' scholarships are also awarded annually to provide members throughout the province an opportunity to attend a weeklong computer training course. The course is a basic computer course which will give members an understanding of how a computer works and an introduction to using a computer.

With each of these scholarship programs the Locals will cover the cost of the course and materials as well as the members' wages, per diems, accommodation and transportation costs.

To find out more about courses offered through the Training and Education Centre or for more information on the scholarship programs, please contact the Training and Education Centre at (905) 564-2500 or 1-800-728-8902.

WORKPLACE SAFETY AND INSURANCE ACT "W.S.I.A"

Formally

WORKERS COMPENSATION ACT "W.C.B"

The Workplace Safety and Insurance Act, "W.S.I.A.", formally, Workers Compensation Act or "W.C.B." is an insurance program to protect workers against loss of income due to job related disabilities. Here are answers to the most commonly asked questions:

1. HOW DOES THE WORKER REPORT AN ACCIDENT?

If an accident occurs at work, section 22 (1) of The Act requires a worker to file a claim as soon as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease.

2. IS THERE AN EXTENSION OF TIME?

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is just to do so.

3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?

Section 22 (4)... A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require.

4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?

Section 22 (5) When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection 37(e) concerning the worker's functional abilities. The disclosure is for the sole purpose of facilitating the worker's return to work.

5. FAILURE TO FILE?

Section 22 (6)... If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5). no benefits shall be provided under the insurance plan unless the Board, in its opinion, decides that it is just to do so.

6. NOTICE TO EMPLOYER?

Section 22 (7)... The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board.

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section 23 (3).. A person receiving benefits under the insur-

ance plan or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

8. WAGES FOR DAY OF ACCIDENT?

Section 24 (1)... The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

9. EMPLOYMENT BENEFITS

Section 25 (1)... Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect of the worker when the worker is absent from work because of the injury. However, the contributions are required only if..

- (a) the employer was making contributions for employment benefits in respect of the worker when the injury occurred:
and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

10. DUTY TO CO-OPERATE IN RETURN TO WORK?

Section 40 (1)... The employer of an injured worker shall co-operate in the early and safe return to work of the worker by,

- (a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment:
- (b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores the worker's pre-injury earnings:
- (c) giving the Board such information as the Board may request concerning the worker's return to work: and
- (d) doing such other things as may be prescribed.

SAME WORKER?

Section 40 (2)... The worker shall co-operate in his or her early and safe return to work by:

- (a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment:
- (b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent

with the worker's functional abilities and that, when possible, restores his or her pre-injury earnings:

- (c) giving the Board such information as the Board may request concerning the worker's return to work: and
- (d) doing such other things as may be prescribed.

11. NOTICE OF DISPUTE?

Section 40 (6)... The employer or the worker shall notify the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work.

12. OBLIGATION TO RE-EMPLOY?

Section 41 (1)... The employer of a worker who has been unable to work as a result of an injury and who, on the date of the injury, had been employed continuously for at least one year by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her pre-injury employment, the employer shall:

- (a) offer to re-employ the worker in the position that the worker held on the date of injury, or
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

TIME LIMITS

- 1 A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.
- 2 A six month time limit on appealing any other Board decision made on or after January 1, 1998.
- 3 A six month time limit on filing a claim.

The changes to the new act are significant and have reduced or limited entitlement for injured workers. However, you should never let management talk you out of filing a claim, it is your right, in fact it is a violation for an employer to refuse to submit a claim.

Your local union has a benefit department that will answer any questions you may have in regard to filing or appealing a W.S.I.B. claim. Contact your union office.

EMPLOYMENT INSURANCE (formerly UNEMPLOYMENT INSURANCE)

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st 2000. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

“Where to Apply?”

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

Regular Benefits:

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have paid into the **EI** account:
- you have worked the required minimum number of hours in the last 52 weeks: the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than **\$25,921**) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413 (2001).

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

How to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last 26 weeks of work. Your insured earnings will be averaged over a number of weeks known as a **divisor**. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last 26 week period; or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

Intensity Rule:

Any week of regular benefits collected after June 30, 1996 could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

Work Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn **work credits** to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

Sick Benefits:

Sick benefits are paid for up to 15 weeks, if you have 600 hours of insurable employment in the last 52 weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 600 hours. Medical reports are necessary.

Maternity Benefits:

If your child is born or adopted after December 31st, 2001. You **must** have worked and paid EI premiums for at least 600 hours in the last 52 weeks, or since the beginning of your last EI claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

Parental Benefits:

Parental benefits can be collected for up to 35 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. Under the new rules a combination of maternity (biological mothers only), parental and sickness benefits can be received up to a combined maximum of 50 weeks in a 52 week period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

Discharge or Quit:

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. Contact your Union if you need assistance with your appeal.

FOR MORE INFORMATION

CONTACT

HUMAN RESOURCES DEVELOPMENT CANADA

OR

CANADA EMPLOYMENT CENTRE

SHOULD YOU HAVE A PROBLEM

CALL YOUR

LOCAL UNION REPRESENTATIVE

FOR HELP!

THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any **workplace hazard**.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Note: Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they **cannot** discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a **job** or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the **job is safe**, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the **job** was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

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(TIGER)

COLLECTIVE AGREEMENT**BETWEEN: CUDDY FOOD PRODUCTS**

(Hereinafter referred to as "the Company")

OF THE **FIRST** PART,

• and •

**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175**

(Hereinafter referred to as "the Union")

OF THE **SECOND** PART.**ARTICLE 1 - PURPOSE**

- 1.01 The purpose of the Agreement is to secure for the Company and its employees, the full benefits of orderly and legal collective bargaining and to ensure, to the utmost extent possible, the safety and welfare of the employees, the economy of operations, the quality of work and the protection of property.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of its plants as defined in Article 3.
- 2.02 The Company undertakes that it will not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, inconsistent with the terms of this Agreement.
- 2.03 The Collective Agreement shall be gender neutral. The singular shall include the plural and vice versa, as applicable.

ARTICLE 3 - EMPLOYEES

- 3.01 The term "employees", as used in the Agreement, shall be all employees of Cuddy Food Products, in the City of London, Ontario, save and except: truck drivers, supervisors, persons above the rank of supervisor, nurses, office and sales **staff**, students during the school vacation period, and persons employed for not more than twenty-four(24) hours per week.

- 3.02 (a) Supervisory personnel will not perform Bargaining Unit work except in the training of employees, testing of equipment, developing of methods or standards. Any time worked outside this clause shall in no case result in a loss of employment, layoff or any bargaining unit hours. Any grievance pertaining to this article shall be filed directly with the Operations Manager and the Human Resources Manger.
- (b) Persons excluded from the Bargaining Unit will not perform Bargaining Unit work beyond current practice, or notwithstanding Article 16, when a Bargaining Unit employee is on layoff.
- (c) Such person permitted to perform Bargaining Unit work as outlined in 3.02 (b) above shall perform such Bargaining Unit work for the sole purpose of replacing Bargaining Unit employees absent from work for reasons other than layoff. The Chief Steward shall be provided with the names of employee(s) being replaced.
- 3.03 The Company will not contract out Bargaining Unit work beyond current practice

to such an extent that it directly results in the layoff of a Bargaining Unit employee.

ARTICLE 4 - RELATIONSHIP

- 4.01 (a) The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them, their representatives or members because of **an** employee's membership or non-membership in the Union.
- (b) The Parties agree that there will be no discrimination exercised or practised by either of them because of **an** employee's age, race, creed, colour, sex, national origin, handicap, religious or political affiliation in accordance with the provisions of the Ontario Human Rights Code.
- 4.02 On commencing employment, the Supervisor or his designate will introduce the new employee to the Department Union Steward or the Chief Steward, if available.
- 4.03 The Union agrees that Union meetings will not be held on Company premises, and that no employee or Union Official will engage in any Union activity on Company time during his working

hours or the working hours of any employee, except as provided for in this Agreement.

- 4.04 (a) The Union undertakes to secure from its officers, stewards and members their cooperation with the Company.
- (b) The Company undertakes to instruct its supervisors, and its appointees to the committees outlined in Article 8, to cooperate with the Stewards in the carrying out of the terms and requirements of this Agreement.

4.05 Union Management Committee: The Union and the Company agree to establish a Joint Labour Management Committee. The Union portion of the Committee shall consist of a Representative of the Union and the Divisional Chief Steward(s).

The function of the Committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the Committee will not discuss any matter which is the subject of any outstanding grievance.

The Committee shall meet once each calendar quarter or in addition on an informal basis at a time mutually agreed to by the parties.

ARTICLE 5 • UNION SECURITY

- 5.01 (a) The Company agrees that all employees, as defined by Article 3.01, upon completion of their probationary period, shall become and remain members of the Union in good standing as a condition of employment.
- (b) The Company shall remit to the Union, within thirty (30) calendar days following the completion of the probationary period, the United Food & Commercial Workers Membership Application Form signed by the new employee.
- 5.02 (a) All employees shall, as a condition of employment, authorize the deduction of Union dues and initiation fees. Such deductions will commence with the employee's first pay.
- (b) The Company agrees to make the deduction, set out in Article 5.02 (a), from each employee in the Bargaining Unit. The Company will remit the total sum so deducted to the Union on or before the fifteenth (15th) calendar day of the following month, accompanied by a list of active employees and their Social Insurance Number from whose pay such deductions have been made.

- 5.03 The Company **agrees to enter the amount of** Union dues paid on employees' T4 forms for Income **Tax** purposes.
- 5.04 The Company agrees to provide the Union Office once a month with the names, addresses, telephone and Social Insurance Numbers of new employees, also the names of employees who have terminated their employment, including the date of termination.
- 5.05 The Union shall advise the Company, in writing, the amount of the Union dues and the initiation fee which the Company is required **to** deduct from each eligible employee. The Company will be advised, in writing, of any further changes in the Union dues or initiation fees.

ARTICLE 6 - MANAGEMENT

- 6.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency; and
 - (b) hire, retire, discharge, classify, schedule, transfer, assign, direct, promote, demote, layoff, and

suspend or otherwise discipline employees for just cause; and

- (c) generally to manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, the kinds and locations of equipment, machines, and tools to be used, the allocation and number of employees required by the Company.
- (d) Management rights, as outlined above, shall not be exercised in a manner inconsistent with the terms of this Agreement.

6.02 The Union recognizes the right of the Company to make, enforce and to alter, reasonable rules and regulations as required not inconsistent with the terms of this Agreement, to be observed by all employees.

ARTICLE 7 - NO STRIKE - NO LOCKOUT

7.01

In view of the orderly procedures established by this Agreement for the settling of disputes or the handling of grievances, the Union agrees that during the life of this Agreement, it will not call a strike, slowdown, sitdown, or other stoppage of

work or interference with production and the Union will hold its members to this responsibility.

The Company agrees that during the life of this Agreement, there shall be no lockout.

- 7.02 For the purpose of this Article, the Union recognizes that in order to provide maximum opportunities for continuing employment, the Company must operate efficiently in order to be in a strong market position.

ARTICLE 8 - STEWARDS AND DIVISIONAL COMMITTEES

- 8.01 Except as otherwise provided in this Agreement, no individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union will supply the Company with the name of its representative or designate and the Company will supply the Union with the name of its Vice President of Human Resources or designate.
- 8.02 The Company acknowledges the right of the Union to appoint or otherwise select members to

its Grievance Committee and its Negotiating Committee, The Parties acknowledge each other's right to appoint or otherwise select its members to the Joint Health & Safety Committee and the Joint Return To Work Program Committee.

- 8.03 (a) A Grievance Committee shall be appointed from within each of the Divisions and shall consist of a Business Representative of the Union and the Chief Steward, plus the Steward who handled the initial grievance. Employees of the Company appointed to the Grievance Committee must have six (6) months seniority with the Company.
- (b) The Grievance Committee members may leave their work without loss of pay to attend to Union business on the following conditions:
- i) such business must be between the Union and Management;
 - ii) the time shall be devoted to the prompt handling of necessary Union business;
 - iii) the Steward or Officer concerned shall obtain the permission of the Supervisor concerned before leaving his work. Such

permission shall not be unreasonably withheld;

- iv) any meetings with Management will be held during Plant working hours and shall be considered as hours worked and paid for at the appropriate rate.

8.04 (a) **A** Negotiating Committee shall be appointed from within each Division and shall consist of a representative of the Union and a maximum of eleven (11) Bargaining Unit employees.

Employees so appointed must have a minimum of six (6) months employment with the Company.

- (b) The employees of the Company who are appointed, or otherwise selected, by the Union to the Negotiating Committee shall be paid eight (**8**) hours at their regular rate of pay for each negotiating session scheduled between the Parties. The Union will reimburse the Company **fifty** percent (50%) of wages paid for up to the first (**1st**) six (**6**) meetings and one hundred percent (100%) for all other meetings, if any.

It is understood that the work week for employees appointed, or selected, to the Negotiating

Committee is reduced by eight (8) hours for each negotiating session. The Company shall pay Health & Welfare plans, all pension contributions, and accrued vacation credits while attending any day of negotiations.

- 8.05 (a) A Joint Health & Safety Committee shall be appointed or otherwise selected by the Union, from within Divisions "A" & "B", and Division "C", and shall consist of a representative of the Union, and a maximum of thirteen (13) Bargaining Unit employees (Management members shall not out number Bargaining unit members) as follows:

Division "A" and Division "B"

-- three (3) Bargaining Unit employees

Division "C"

-- ten (10) Bargaining Unit employees

- (b) The Joint Health & Safety Committee shall be governed by the provisions of the Occupational Health and Safety Act and Article 26 of this Agreement.
- 8.06 (a) A Joint Return To **Work** Program Committee shall be appointed from within Divisions "A" &

"B" and Division "C", and shall consist of a representative of the Union, and a maximum of six (6) Bargaining Unit employees as follows:

Division "A" and Division "B"

- **Two (2) Bargaining Unit employees (Certified representative and/or Chief Steward.**

Division "C"

Four (4) Bargaining Unit employees (Certified representative and/or Chief Steward) and one (1) Bargaining Unit member shall be from the New Article 8.08 (c)

- (b) The Joint Return To Work Program Committee shall be governed by the provisions of Article 27 of this Agreement.

8.07 The name of each employee, as from time to time selected or elected to the above Committees, shall be given in writing to the other Party.

- 8.08 (a) The Company acknowledges the right of the Union to appoint Chief Stewards and Stewards from within each Division as follows:

Division "A" -- One (1) Chief Steward and one (1) Steward from each shift within each Department.

Division "B" -- One (1) Chief Steward and one (1) Steward from each shift within each Department.

Division "C" -- One (1) Chief Steward and one (1) Steward from each shift within each Department.

- (b) The Union acknowledges that the Chief Stewards and Stewards have regular duties to perform on behalf of the Company and that such persons may not leave their regular duties without notifying their immediate Supervisor.

In such cases where a Steward and an employee do not have similar lunch and/or break periods, the Chief Steward who shall be scheduled to work the day shift, will be allowed when necessary to

leave his regular duties for a reasonable ~~length of time~~ to function as a Steward ~~as~~ provided in this Agreement.

The Union will designate two (2) Stewards in each Division (one on each shift not covered by the Chief Steward) to perform the duties outlined above to a maximum of thirty **(30)** minutes per ~~shift~~ where the Chief Steward is not available. The Chief Steward shall be scheduled to ~~work~~ the day shift.

Each Steward will seek the permission of his Supervisor to leave his regular duties and such permission shall not ~~be~~ unreasonably withheld.

- (c) The Company acknowledges the right of the Union to appoint one (1) Chief Steward/Steward ~~to~~ assume additional duties related to ~~WSIB~~ and Short Term Disability ~~issues~~ for the entire bargaining unit. The Company acknowledges this position ~~will~~ not perform any operational duties and ~~will be paid~~ in accordance to hours worked and paid for at the ~~appropriated~~ rate. The Union and the Company agree that overtime ~~will~~ only ~~be~~ applicable to the ~~duties~~ performed related to this position.

The Union and Company agree that operational overtime eligibility will be acceptable after all other bargaining unit members have been canvassed. The Union and Company **agree** that the appointed Chief Steward or Steward must have at least five **(5)** years' seniority with the Company and has demonstrated competence through experience and **training** related to **this** position. The Company and Union agree that this position will represent the Union's position on the Joint Return to Work **Program** Committee. The present provisions supplied by the Company shall **be** maintained for the duration of the new Collective Agreement.

- 8.09 (a) **An** employee shall have the right to have his/her Steward or Chief Steward present as a representative at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. This clause shall not apply to those discussions that are of an operational nature unless the employee has reasonable cause to believe such discussion may be of a disciplinary nature. The employee may request the Steward **to** leave the meeting.

- (b) The Company may request the presence of a ~~Steward or~~ Chief Steward at any discussion with an employee which the Company deems necessary.

8.10 A ~~Staff~~ Representative of the Union, upon advising the Vice President of Human Resources, or designate, with reasonable prior notice, may enter the Plant during normal working hours to view working conditions and generally service the Agreement.

ARTICLE 9 GRIEVANCE PROCEDURE

9.01 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. No grievance shall be considered if more than five (5) working days have elapsed between the occurrence of the incident and the filing of the grievance. The above time limit shall not apply in those incidents where the grievance filed is of a monetary nature **and** the Company's liability shall be limited to one (1) full year immediately prior to the date of the filing of the grievance.

Work days referred to in Articles 9, 10, and 11 will not include Saturdays, Sundays and paid holidays.

9.02 Grievances or complaints arising under this Agreement shall be adjusted or settled as follows:

STEP ONE:

Whenever an employee has a complaint or grievance, such employee together with his Steward shall first discuss his complaint or grievance with his immediate Supervisor. The Supervisor shall give his decision within three (3) working days following the presentation of the complaint or grievance to him. If the Supervisor's decision is not satisfactory to the employee, then the complaint shall be written and presented to the supervisor and chief steward and may be presented as follows:

STEP TWO

Within five (5) working days or such longer time as mutually agreed after the decision at Step One, the aggrieved employee, together with his Steward, and Chief Steward or alternate shall present his grievance, in writing, at a meeting

with his **Supervisor** and **higher member of Management**. The Supervisor shall render his decision, in writing, with copies to the Vice President of Human Resources and the Steward within **three (3)** working days. If satisfactory settlement to the employee is not reached, then the grievance may be presented as follows:

STEP THREE

Within five **(5)** working days or such longer time as mutually agreed upon after the decision at Step Two, the Union Grievance Committee will meet with the Management of the Company to discuss the grievance. A Representative of the Union will **be present**. The grievor will be allowed to attend the Step Three meeting provided the meeting is held during the day shift.

After the Step Three meeting, the Company shall reply to the grievance, in writing, with a copy to the Union Steward and the Regional Union Office within three (3) working days (replies to grievances filed under Article **9.03** or **9.04** shall **be** within **ten (10)** working days) or such time as mutually agreed upon. At the request of either Party to this Agreement, the grievance may be referred to Arbitration.

- 9.03 A Group Grievance, defined as an alleged violation of this Agreement concerning all or a significant number of employees in the Bargaining Unit, or in regard to which a number of employees have signified an intention to grieve, may be brought forward, in writing, by the Union at Step Three within five **(5)** working days after the incident giving rise to the grievance **occurred**.
- 9.04 **Any** grievance which arises directly between the Company and the Union concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement shall constitute a Policy Grievance, and it may be brought forward, in writing, at Step Three within five **(5)** working days of Occurrence of the incident.
- 9.05 If arbitration is to be invoked, the request for arbitration must be made in writing to the other Party within ten (10) working days after the receipt by the grieving Party of the other Party's reply, in accordance with Article 9.03, Step Three, or the grievance shall be deemed to have been abandoned and all rights to arbitration forfeited.

- 9.06 **No employee shall suffer loss of regular pay by reason of time spent discussing grievances with representatives of the Company.**
- 9.07 During the term of this Agreement, meetings of the Grievance Committee with Management shall be held upon reasonable notice by either the Grievance Committee or Management.
- Grievance meetings shall be held on the Company's premises.
- 9.08 If required, extensions to the time limits referred to in Articles 9, 10, and 11 shall be by written, mutual agreement.
- 9.09 In the event of an in-house GSO meeting which does not involve a Ministry of Labour appointee, the parties mutually agree to share the costs involved.
- 9.10 Any employee who receives discipline shall have such discipline remain actively recorded in the Personnel File for a **period** not to exceed twelve (12) months in the case of a verbal or written warning and eighteen (**18**) months in the case of **a** suspension from the date of such disciplinary action occurring.

ARTICLE 10 - DISMISSAL OR SUSPENSION

- 10.01 No employee shall be disciplined or discharged without **just** cause. Employees shall be notified in writing of the grounds for discipline or discharge. In subsequent grievance procedures, including arbitration, the Company shall be limited to such grounds. The Union shall receive a copy.
- 10.02 A claim **by an** employee that he has been unjustly discharged or suspended from his employment shall be treated **as** a grievance if a written statement of such grievance is presented to the Vice President of Human Resources within five (5) working days (excluding Saturdays, Sundays and paid holidays) after the employee ceases to work for the Company. All preliminary steps of the Grievance Procedure to Step Three will be omitted in such cases. Such special grievances may be settled by ~~confirming~~ the Management's **action** in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is **just** and equitable in the opinion of the conferring parties. When an employee has been dismissed without notice, he shall have the right to interview his Steward, or in his absence, the

Chief Steward, in the Grievance Room for a time not to exceed thirty (30) minutes.

- 10.03 Notwithstanding Articles 6.01 (b), 10.01, and 10.02, a probationary employee may be discharged by the Company whether or not just cause exists provided the decision to discharge is not arbitrary, in bad faith, or for discriminatory reasons. The Company shall advise the Chief Steward in writing of the reason(s) for such termination.

ARTICLE 11 - ARBITRATION

- 11.01 **Both** Parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged Violation of this Agreement, which has been properly carried through all the Steps of the Grievance Procedure outlined in Article 9 above and which has not been settled, will be referred exclusively to a Board of Arbitration at the request of either of the Parties hereto.
- 11.02 The Board of Arbitration will be composed of one (1) person appointed by the Company and one (1) person appointed by the Union, and a third (3rd) person to act as Chairperson chosen by the other **two** members of the Board.

- 11.03** Within five (5) working days of the request by either ~~Party~~ for a Board, each Party shall notify the other of its appointee.
- 11.04** Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third (3rd) person within seven (7) calendar days ~~of~~ the notification mentioned in Article 11.03 above, the ~~Office~~ of Arbitration, Ministry of Labour will be asked to nominate a Chairperson.
- 11.05** The decision of a Board of Arbitration, or a majority thereof constituted in the above manner, shall be final and binding on both Parties.
- 11.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 11.07** Each of the Parties to this Agreement will bear the expenses of the Arbitrator appointed by it, and the ~~Parties~~ will jointly bear the expenses, if any, of the Chairperson.

- 11.08 It is understood and agreed that the applicable provisions of Article 11 shall apply to an arbitrator appointed pursuant to the provisions of ~~Section~~ 46 (1) of the Labour Relations Act, Ontario.
- 11.09 (a) If the Company and the **Union** mutually agree to appoint a single arbitrator, or alternative means of dispute resolution mechanism, the foregoing applicable provisions of this Article shall apply to such single arbitrator or the alternate dispute resolution mechanism.
- (b) A list of Arbitrators who shall be mutually agreed to by the parties, will be established according to, and dependant ~~on~~, their availability.

ARTICLE 12 **WAGES and LETTERS OF UNDERSTANDING**

- 12.01 Wage rates and classifications are appended hereto as Schedule "A" and shall form part of this Agreement.
- 12.02 In the event the Company establishes an entirely new job, or substantially changes ~~an~~ existing job, the Company will make its best effort to notify the Union fifteen (15) days before the new job is

implemented. The classification and hourly rate of pay of such new job will be negotiated with the Union. Failing agreement, the matter shall be put before an arbitrator who will decide those two (2) issues. The new rate and classification will be adjusted to the commencement of operation.

12.03 Employees shall be paid weekly. Pay stubs shall be made available to each employee on or before 1:30 p.m. on Friday.

12.04 Supplementary agreements, if any, shall form part of this Agreement and are subject to the Grievance and Arbitration Procedure. Further, the Company agrees that the Chief Steward and Stewards from their respective Divisions so affected shall attend any meetings held between the Company and the Union pertaining to such Supplementary Agreements.

12.05 Letters of Understanding as outlined below shall form part of this Agreement.

- #1 Union Dues and Initiation Fees and Information
- #2 Printing of the Collective Agreement
- #3 Seniority

- #4 **Standard Work Week** - Division "C" Only
- #5 Weekly Indemnity
- #6 Transfers Between Plants
- #7 Past Practice
- #8 Students
- #9 Union Management Committee
- #10 Technological Change
- #11 Maintenance and Distribution
Departments Shift Preference
- #12 Change of Job
- #13 Attendance Bonus Incentive
- #14 Profit Sharing Program
- #15 T.I.G.E.R.

ARTICLE 13 **SHIFT PREMIUM AND REPORTING ALLOWANCE**

- 13.01 **An** employee reporting for work shall be given a minimum of four **(4)** hours work or in lieu thereof, four **(4)** hours pay at the applicable rate of pay.
- 13.02 (a) **An** employee who, after leaving the Company's premises, is specifically called in at any time outside his normal working hours, shall be paid a minimum of four **(4)** hours at his applicable overtime rate. Except for the Maintenance

Department, this provision does not apply when an **employee's** next regular shift is scheduled to commence a maximum of two (2) hours prior to their normal **start** time.

- (b) When a supervisor **calls** a Maintenance employee on an off shift for plant-related information/assistance, **they** will be paid one (1) hour at regular straight time rate per call.

13.03

Shift premium shall be paid **as** follows:

Thirty cents (30¢) premium - afternoon shift

Forty cents (40¢) premium - night shift

Effective June 1, 1998 a shift premium shall be paid as follows:

Thirty-five cents (35¢) premium - afternoon shift

Forty-five cents (45¢) premium - night shift

The afternoon shift premium shall apply to all employees commencing work between the hours of 12:00 Noon and 6:00 p.m.

The night shift premium shall apply **to** all employees commencing work between the hours of 6:00 p.m. and 4:00 a.m.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 The standard work week will be forty (40) hours per week comprised of five (5) eight (8) hour days, Monday through Friday.
- 14.02 (a) Employees shall be paid one and one-half times ($1\frac{1}{2}x$) their regular rate for all hours worked or paid by the Company ~~in~~ excess of eight (8) hours per day, or for all hours worked or paid by the Company in excess of forty (40) hours per week.
- (b) Employees shall be paid one and one-half times ($1\frac{1}{2}x$) their regular rate for all hours worked or paid by the Company on Saturday, unless such work is to complete the employee's last shift of the standard work week.
- (c) Employees shall be paid two times (2x) their regular rate for all hours worked or paid by the Company on Sunday, unless such work is to start the employees schedule work week**
- 14.03 Double the straight time rate shall be paid for all work performed in excess of twelve (12) consecutive hours.

14.04 The Company does not guarantee to provide work for any **specified** number of hours on either a daily or weekly basis. The Company will pay for hours worked except where otherwise stated in this Agreement.

14.05 (a) Divisions "A", "B" & "C":

- i) During the standard work week (Monday through Friday) when overtime is required within a Department, such overtime shall be offered on a voluntary basis from among qualified senior employees within the Department on the shift (in the order of seniority).

In the event the Company is unable to fill its staffing requirements as outlined above, then such overtime shall be offered by seniority to qualified employees on the following basis:

First, **to** senior qualified employees within the Department who are at work and are available; then to senior qualified employees within the Division who are at **work** and are available.

- ii) Subject to 14.08, the opportunity to work overtime on Saturday or Sunday shall be offered first on a voluntary basis from qualified senior employees in the order of seniority within the Department; then

To employees within the Division; then

To employees within other Divisions (based upon combined seniority lists)

- iii) If the Company cannot fill its overtime requirements on a voluntary basis as outlined in Article **14.05** (a) (i) and (ii), the Company will assign the overtime work and such employee(s) will be required to perform the work on the following basis:

- (1) Overtime work required under Article **14.05** (a) (i) will be designated to the most junior qualified employee within the Division who is at work and who is available.

- (2) Overtime work required in accordance with **14.05** (a) (ii)

will be designated to the most junior qualified employees in the Divisions.

- iv) No employee will be required to work an unreasonable amount of overtime.

(b) Prescheduled Double Overtime Shifts

A prescheduled, anticipated double overtime shift is defined to include overtime shifts which are anticipated to run for eight (8) hours and which the Company is aware of at least one (1) full day (24 hours) before the overtime is needed. Such overtime shall be offered using a combined departmental seniority list, to the most senior qualified employee. In the event that there are not sufficient volunteers, the Company will assign the work, by reverse order of seniority.

- 14.06 Employees in Division "A", "B" or "C" who are designated to work overtime in accordance with Article 14.05, must, whenever possible, be provided with advance notice and provide the Company with their reply as follows:

(a) **Week Day Overtime**

Notice of such designation prior to 12:00 noon (day shift) or 7:30 p.m. (afternoon shift) each day.

(b) **Weekend Overtime**

Saturday Overtime - Notice of such designation at least twenty-four **(24)** hours in advance.

Sunday Overtime - Notice of such designation at least forty-eight **(48)** hours in advance.

14.07 Employees shall not be transferred from one Department or shift to another to the extent that it reduces the regular straight time hours of **work** of seniority employees in such Department, unless such transfer is required to maintain the Company's staffing requirements.

14.08 Employees will not be required to report for their scheduled shift unless a minimum of nine (9) hours has elapsed since the completion of their last scheduled shift unless the employee chooses to waive the nine (9) hour lapse time.

ARTICLE 15 - REST PERIODS & CLEAN-UP

- 15.01** The Company agrees to grant rest periods of fifteen **(15)** minutes during each half ($\frac{1}{2}$) shift, providing the first half ($\frac{1}{2}$) shift is in excess of two (2) hours duration and the second half ($\frac{1}{2}$) shift exceeds two (2) hours of work subsequent to the lunch break.

The rest period shall be scheduled between one and ~~three-quarter~~ **(1 $\frac{1}{4}$)** hours after the start of the shift and one and ~~three-quarter~~ ($1\frac{3}{4}$) hours prior to the lunch break. The second rest period shall be scheduled between one **(1)** hour after the lunch ~~period~~ and one (1) hour prior to the completion of the scheduled eight **(8)** hour shift. In lieu of the above, the two **(2)** fifteen (15) minute breaks can be combined into one **(1)** half-hour ($\frac{1}{2}$) break.

A rest period of fifteen **(15)** minutes shall be granted prior to commencing overtime, providing the overtime shall be of one and one-half ($1\frac{1}{2}$) hours duration. The fifteen (15) minutes is not to include clean-up and shall commence when an employee leaves his position on the floor.

The intent of this language is to ensure employees receive a full fifteen (15) minute rest

period. NO employee will be allowed to waive their rest period except as mutually agreed by the parties in extenuating circumstances.

Maintenance employees requested by a supervisor to work through their lunch due to downtime or Mechanical breakdown will be paid for the one half(%) hour at the appropriate rate.

- 15.02 Employees shall not be required to work more than five (5) hours without a thirty (30) minute lunch period.
- 15.03 Employees shall not be required to ~~clean~~ clean their aprons, sleeves, knives and gloves during their rest and lunch periods.
- 15.04 (a) All employees who are performing the function of Live Receiving, Live Hang, Kill Backup or Kill Line shall be allowed a ten (10) minute paid clean-up period immediately following the completion of their work.
- (b) Evisceration employees who rotate, shall be allowed a five (5) minute paid clean-up period immediately following the completion of their work.

ARTICLE 16 - SENIORITY

- 16.01 (a) A new or rehired employee will be considered to be on probation and will be termed a probationary employee until he has worked sixty (60) scheduled working days, or four (4) months of continuous employment, whichever occurs first.
- (b) A probationary employee will not be considered a seniority employee and during his probationary ~~period~~, shall have no rights under this Agreement except as outlined in the following Articles contained in this Agreement; Articles 9, 10, 11, **12, 13, 14, 15, 18, 19.03, 21.01, 24.05, 25, 26.04** and 27.
- (c) Upon completion of the probationary period, ~~employee(s)~~ retained by the Company shall be considered seniority ~~employee(s)~~, and their name shall be placed on the seniority list, and such employee shall be credited with seniority to his last date of hire with the Company in the Bargaining Unit.
- (d) Effective date of ratification, bargaining unit employees within the skilled trades classification (Groups 7, 8, 9, & 10) shall exercise departmental seniority for all purposes except vacation.

Employees in these classifications at date of ratification shall have their departmental seniority date grandfathered from their seniority date. A seniority list shall be posted for the skilled trades classification. The employees shall notify the management within ninety (90) days of any error that may have occurred.

- 16.02 Seniority as referred to in this Agreement shall mean length of continuous employment with the Company in the Bargaining Unit.
- 16.03 Service as referred to in this Agreement shall mean length of continuous employment with the Company since the last date of hire.
- 16.04 Every three (3) months (January, April, July and October) the Company shall post and provide the Chief Steward with four **(4)** copies of the updated seniority list for each Department, each Division, and the Bargaining Unit. The Company will mail a copy to the Union's Regional Office.
- 16.05 For the purpose of this Collective Agreement, there shall be three (3) Divisions, "A" and "B" and "C". The Departments within these Divisions **are** as follows:

Division "A"

Boxing Department
 Sanitation Department
 Distribution Department
 Quality Assurance Department
 Maintenance Department
 Roast Department
 Sausage Department

Division "B"

Processing/Boxing/Cooler Department
 Quality **Assurance/Receiving** Department
 Sanitation Department

Division "C"

Kill Department
 Evisceration Department
 Boning Department
 Maintenance Department
 Distribution Department
 Sanitation Department
 Quality Assurance Department
 Full **Cook** Department
 D.S.I. Department
 M.F.P. Department
 Refrigeration Department

16.06 (a) Short Workday

In the event of a short work day within a Department, the Company will distribute the work available within the Department amongst the departmental Bargaining Unit employees on that shift based upon seniority, who are capable of performing the work in a manner satisfactory to **the Company**, in the sequence as outlined below;

1. The Company will post a seniority list by Department each day.
2. **If an employee chooses to elect such short workday layoff, he or she will so indicate by crossing off his or her name on the list and initiating the document. An employee who does not so indicate will have no option to elect layoff.**
3. Employees will have until the end of their **first break** on the day to indicate, on their own time, availability for work in the event of a short work day in their department.

4. If the day becomes a short work day, the Company will assess its manpower requirements on a departmental basis on that shift. If no employees are required beyond a certain point in the work day, all employees in the department on that shift will be sent home early. If, on the other hand, the Company requires some employees in the department to ~~work~~ that full work day, it will go down the completed seniority list requiring those employees who have not crossed ~~off~~ their name to work provided the selected employees can perform the normal requirements of the work required in a manner satisfactory ~~to~~ the Company. Those employees in the Department who elect a short work day layoff will be laid ~~off~~
5. The employees electing short work day layoff and exercising such option by going home ~~early~~, forfeit the right to any overtime claim which may arise with respect to that shift.
6. It is agreed that senior employees' right to elect a short work day will take

precedence over junior employees (i.e. grievances will not be pursued on behalf of junior employees claiming a "right" to go home first).

7. **The Parties agree that in the event of a short workday, Bargaining Unit employee(s) may bump a student in their Division on their shift provided they have the skill and ability satisfactory to the Company to do the job.**

(b) **Exactly One (1) Day Layoff**

In the event it becomes necessary to layoff an employee for one (1) full shift, the most junior Bargaining Unit employee on that shift in the Division will be laid off in a sequence as outlined below:

The Company will proceed by way of Supervisor inquiry or seniority list check-off.,

Supervisory Inquiry

If the Company proceeds by way of Supervisor inquiry, employees in the department on the shift will be approached, in order of seniority, to

choose whether they elect to accept the exactly one **(1)** day layoff in the department.

Employees will be entitled to a "single offer" election (i.e. employees must make their election when approached by the supervisor without opportunity for consultation).

Seniority List Check-Off

If the Company proceeds by way of seniority list **check-off**, the Company **will** post a seniority list by department **asking** each employee whether he or she will **work** in the event of an exactly one **(1)** day layoff in their department. If an employee chooses to elect such layoff, he or she will **so** indicate by crossing off **his** or her name on the list and initialing the document. **Generally**, employees will have until the end of their first break on the work day immediately preceding the **exactly one (1) day layoff** to indicate their availability for work. **In** the event, however, that the exactly one **(1)** day layoff is announced on the day immediately preceding the layoff, the Company will proceed by way of Supervisor inquiry.

If a department will be experiencing an exactly one (1) day layoff, the Company will assess its manpower requirements on a departmental basis on that shift and proceed in the following fashion:

Required Crewing

If the number of employees electing to accept the layoff matches the number of employees required to be laid off, those employees who have elected to accept the layoff will be laid off, provided the remaining employees can perform the normal requirements of the work required in a manner satisfactory to the Company. If one (1) or more of the remaining employees cannot perform the normal requirements of the work required in a manner satisfactory to the Company, it will be treated as a shortage of crewing and addressed as set out in paragraph below.

Shortage of Crewing

If the number of employees electing to accept layoff on the exactly one (1) day layoff exceeds the number of employees required to complete the available work, the Company will require a sufficient number of employees in the department on that shift, in reverse order of seniority and

subject to ability to perform the normal requirements of the work required in a manner satisfactory to the Company, to ~~perform~~ the available work.

Excess Crewing

If the number of employees electing to accept layoff is inadequate to meet the required number to be laid off in the department on that shift for the exactly one (1) day layoff, those employees faced with mandatory layoff will have the option, based on seniority and subject to ability to perform the normal requirements of the work required in a manner satisfactory to the Company, to "bump" the junior employee in the division on that shift.

Whole Department

If no employees in the department on that shift are required for an exactly one (1) day layoff, then the employees in the department, who are faced ~~with~~ a mandatory layoff, will have the option, based on seniority and subject to ability to ~~perform~~ the normal requirements of the work

required in a manner satisfactory to the Company, to "bump" junior employees in the division on that shift.

In the event of **an** exactly one (1) day layoff, the bargaining unit **employee(s)** may bump **a** student or probationary employee in any Division on any shift provided they have the skill and ability satisfactory to the Company to do the job. It is understood that this bump will not result in the payment of **an** overtime premium to the Bargaining Unit **employee(s)**.

(c) Layoff (more than one full shift or more than one (1) day


In the event it becomes necessary to reduce the work force for more than one (1) full shift, the following layoff procedure will be followed, provided the remaining employees can perform the normal requirements of the work required in **a** manner satisfactory to the Company:

- i) First, **non-Bargaining Unit** temporary and part-time employees, including students, **will** be laid off; then

- ii) Probationary employees **will be** laid off; then
- iii) The most junior employee(s) performing the job affected by the work shortage.

In the event a Bargaining Unit employee receives notice of layoff (**to be** defined as greater than one **(1)** full shift or greater than one **(1)** full day), he shall have the option of accepting the layoff or bumping another Bargaining Unit employee whose job he **is** able to perform in a manner **satisfactory** to the Company, in the sequence **as** outlined below:

The most junior employee in the Department whose job he is able to **perform**;

- 
- The most junior employee in the Division whose job he is able to **perform**;
 - The most junior employee in the Bargaining Unit provided the layoff is expected **to be** in excess of or exceeds

five (5) working days whose job he is able to perform.

In the event no Bargaining Unit employees elects to exercise their bumping rights, Probationary employees and students will be entitled to perform the work.

(d) Skilled Trades

In the event a bargaining unit employee within the skilled trades classifications (group 7, 8, 9, 10) is laid off, such employee(s) shall have the option of accepting the layoff, or bumping another Bargaining Unit employee provided he/she has the skill, ability and certification to perform the work in the sequence as follows:

most junior employee within the skilled trades classification within his/her Division.

The most Junior employee within the skilled trades classification within the other Divisions.

When bumping in the skilled trades classification is exhausted, then Article

16.06 (c) shall apply, unless the skilled trades person is the most junior, in the classification in the Company in which case he/she will have the option of accepting layoff as per Article 16.06 (c).

16.07 **Recall from Layoff**

Recall from layoff shall be by seniority in the sequence outlined below:

First, to employees who exercise their bumping rights to avoid layoff to their former job (immediately prior to layoff) as it becomes available; then

To employees on layoff in order of their seniority where jobs become available, subject to Article 17.01, provided they have the ability to perform the normal requirements of the available job; then

To their former job (immediately prior to layoff) as it becomes available.

16.08 **Notwithstanding Article 16.06 (c) (iii), in cases where layoffs are due to Christmas or vacation shutdown [neither of which shall exceed ten**

(10) working days], layoff shall be by Department in the reverse order of seniority and recall shall be by Department in order of seniority. This clause only applies when an entire Division is shutdown due to Christmas or Vacation shutdown.

An entire Division is considered shutdown when all Departments in that Division are scheduled not to work, except for the Division's maintenance and Distribution Departments.

- 16.09 The seniority of an employee shall be considered broken, all rights forfeited, his employment will be considered terminated, and there shall be no obligation to rehire him when he:
- (a) voluntarily leaves the service of the Company or is dismissed for **just** cause, and such dismissal is not reversed through the grievance procedure or arbitration, or
 - (b) fails to return to work within seven **(7)** calendar days after being notified to do so by registered mail at his last known address, unless a satisfactory reason exists for not returning; or

- (c) fails to report to work at the expiry of his leave of absence, unless the Company grants an extension, in writing, for valid reasons or unless a satisfactory reason **exists** for not reporting to ~~work~~, or
- (d) takes another position temporarily, seeks out or tries new work, or ventures into business for himself while on a leave of absence, or
- (e) is absent from work for three (3) or more consecutive scheduled working days without notifying the Company, during that period and providing a satisfactory reason, or
- (f) is laid off for a period of twenty-four (24) consecutive months.**

16.10 In the event an employee covered by this Agreement shall be promoted to a position outside the Bargaining Unit and later transferred to the Bargaining Unit, he shall retain seniority previously acquired and shall have added thereto the time spent while serving outside the Bargaining Unit up to one (1) year.

16.11 The Company will advise the Union as quickly as possible, of any pending layoff consisting of two

(2) full shifts or more and will publish the names of employees being retained, The Company will advise the Union as quickly as possible, the names of employees being recalled from layoff.

16.12 Where two (2) Departments are being merged, the employees in the Department eliminated shall be deemed to have seniority in the surviving Department for all purposes of this Agreement.

16.13 Employees training or participating in Company-sponsored courses shall not be bound to the terms of Sub-articles 16.06 and 16.08.

It is understood and agreed that this Sub-article is not applicable to Lead Hand training or if such training is in violation of Sub-article 17.01.

16.14 The Company shall, when assigning employees, assign the junior employee on the shift, from within a Department provided they have the skill and ability satisfactory to the Company to do the work they are being assigned to in the other Department and provided the remaining employees in the Department have the skill and ability to do the work satisfactory to the

Company. Exceptions to this would be for employees being assigned for training and instructional purposes.

The Company agrees that an employee(s) temporarily assigned to another department will only be eligible for overtime in that department on the same basis as any other Bargaining Unit employee(s) outside that department.

In the event of a short shift occurring in the department to which an employee(s) is assigned or in the department from which the employee(s) is assigned from, within his/her division, such employee(s) shall be returned to his own department prior to that short shift occurring.

In the event of a layoff of one shift or more in a department and where a employee(s) is temporarily assigned into the department, such employee(s) shall be returned to his own department prior to the layoff occurring.

16:15 In the event an employee is required to change his shift, this will be considered a voluntary transfer offered by seniority. The transferred employee shall assume seniority rights in the

department he has been transferred to. **This will not supercede the posting procedures and the transfer shall not exceed ninety (90) calendar days. If all senior employees decline the voluntary transfer, the junior qualified employee will be required to fulfil that position.**

ARTICLE 17 -JOB POSTINGS

- 17.01 (a) When the Company decides to fill a permanent vacancy within a Division, such vacancy shall be posted for two (2) working days. Subject to 17.01 (b), employees interested in filling the vacancy shall sign the posting within **two (2)** working days. The vacancy will be awarded and filled within twenty (20) working days of the posting unless the Company decides not to fill the vacancy or **an** extension is agreed upon between the Parties. A shuffle (a move within a department first by seniority) shall occur, before the position is posted.
- (b) Employees absent from work will be considered for the job posting, provided they advise the Company, in writing, prior to commencing their vacation, of their desire to transfer to the vacancy.

- (c) Where skill and ability for the permanent vacancy are relatively equal, respective seniority will prevail on the following basis:

It is understood and agreed that skills and ability obtained through a temporary assignment of less than thirty (30) working days will not be a factor in considering the successful applicant.

Permanent vacancies will be filled from within the Department; however, in the event that the vacancy cannot be filled from within the Department, then the vacancy will be filled from within the Division. Should this not *satisfy* the vacancy, the Company will consider applicants from other Divisions.

- (d) Employees having completed twelve (12) consecutive months of employment shall be eligible to apply by signing the job posting(s). Thereafter, employees who are successful in **being** awarded a job posting will not be allowed to apply for subsequent job postings for nine (9) consecutive months from the date their last awarded job posting commenced. The only exception to the above is in the event when no employee(s) posts from the Department, Division or Bargaining Unit.

- (e) **Employees awarded a vacancy in accordance with Article 17** during the last twelve (12) months whose job became redundant or upon being awarded a job, failed to qualify, shall be entitled to apply for a vacancy as per Article 17.01 above.
- (f) **An** employee transferred under this Article will be given an opportunity of fulfilling the duties of the new position during a trial period of up to ten (10) full working days.

If the employee fails to meet the requirements of the job during the trial period, he will be returned to his former position.

If **the** employee wishes to relinquish the new position within the trial period, he may do so and return to his former position.

- (g) Such postings as referred to in this Article will be limited to two (2) moves **to** fill one (1) position.
- (h) The term "permanent vacancy" **as** used in this Article, shall mean a permanent vacancy that occurs from retirement, resignation, transfer or discharge and which the Company decides to fill, or where the requirement for employees exceeds the number of employees in a Department,

- (i) Permanent vacancies which are rotational, or are of similar job content or are part of a line process, shall be posted as such and not as an individual position.

17.02 When it is necessary to temporarily assign an employee to another job for a period of thirty (30) days, then the temporary assigned job shall be posted unless it is for the purpose of replacing an absent Bargaining Unit employee. Such position shall be posted as a temporary job posting. This posting will not apply to positions arising due to vacations. This Clause will be subject to Article 17.01, except for the provisions 17.01 (f), (g) and (h). Such postings as referred to in this Article will be limited to one (1) moves to fill one (1) position. It is agreed that assignments will not exceed 30 days.

ARTICLE 18 - PAID HOLIDAYS

18.01 (a) Employees who have accumulated thirty (30) working days or three (3) months employment, whichever occurs first, will be credited with pay known as holiday pay for the following holidays:

New Year's Day
Heritage Day

Labour Day
Thanksgiving Day

Good Friday
Victoria Day
Canada Day
Civic Holiday

Christmas Day
Boxing Day
Floater Day

Personal Floater Day (mutually agreed between the parties)

- (b) Paid holidays listed in Article 18.01 above shall be observed on the day of occurrence except as provided below:

YEAR	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Floater	Dec. 22nd	Dec. 24th	Dec. 27th	Dec. 24th	Dec. 24th
	Heritage Day		(third Monday in February)		

18.02 Holiday pay is defined as the amount of straight time pay which the employee would have received if he had worked a standard number of daily hours.

18.03 **An** employee who qualifies under Articles 18.01 and 18.04 and is required to work on any of the above named Paid Holidays will receive pay for all hours worked on such days at the rate of two times (2x) the employee's regular rate of pay in addition to his regular rate of pay to which he is

entitled by Article 18.01. The Paid Holiday for those other than day shift employees will be observed ~~as~~ that shift which they normally would have had off when the plant is closed to observe the Paid Holiday.

18.04 In order ~~to~~ be entitled ~~to~~ payment for a Paid Holiday, an employee must have worked a minimum of four **(4)** hours of the scheduled shift immediately preceding and a minimum of four **(4)** hours of the scheduled shift immediately following the holiday. **An** employee who is otherwise eligible but fails to work either his shift before or shift following the holiday, due to sickness or accident, must provide a medical certificate which indicates the date of absence, in order to receive payment for the Paid Holiday.

18.05 **An** employee who would otherwise qualify for Paid Holiday pay as provided in Article 18.04, but who is absent and drawing sick benefit insurance or Workers Compensation when a Paid Holiday occurs, will be paid the difference between the sick benefit or Workers Compensation, as the case may be, and eight (8) hours pay at his regular straight time rate. This provision will only apply when the employee is drawing ~~weekly~~ sick benefits (including the three

(3) day waiting period that results in the employee qualifying for sick benefits), or if on Workers Compensation, for a period not to exceed the maximum stipulated by the sick benefit insurance plan; but will be paid only after the employee's return to work.

- 18.06 An employee on layoff will be paid for the Paid Holiday, provided he has worked at least ten (10) days in the four (4) weeks immediately preceding the holiday.
- 18.07 If one or more of the Paid Holidays mentioned in this Article occurs while an employee is away on a personal leave of absence in excess of fourteen (14) calendar days, the employee shall receive no pay for such holiday or holidays.

ARTICLE 19 - VACATION

- 19.01 This Agreement acknowledges that the Company has the right to schedule vacation so as to efficiently maintain plant operations. Every reasonable effort will be made to grant vacations at times requested by employees. It may be a two (2) week period or periods of one (1) week or total vacation, subject to the production requirements of the Company.

- (a) During February, the vacation entitlement will be posted in each Department indicating the number of days each employee is eligible for and also the maximum number of employees eligible to be off at any one time.
- (b) Employees should signify their vacation time preference in writing to their Supervisor prior to April 1st in each year and these vacation requests shall be scheduled on the basis of Departmental seniority.
- (c) Employees may signify their vacation time preference in writing on a first come, first serve basis to their Supervisor from April 1st to April 30th inclusive.
- (d) Employees not having signified all or part of their vacation time preference prior to May 1st in each year, will be allotted available vacation time by their Supervisor. **Any** outstanding assigned vacation can be cancelled and taken to cover layoff days.
- (e) **A** copy of the vacation schedule will remain posted throughout the vacation year.

- (f) Vacation time shall not be accumulated from year to year and must be taken between April 1st of the vacation year and March 31st of the following year.

19.02 Vacations will be based on service as of April 1st, in the year in which the vacation is to be taken. Employees will be given their vacation pay at the time of taking their vacation. The vacation pay will only be for the amount of vacation taken at that specific time. Each employee will become eligible for a vacation pay on the following basis except for vacation of less than five (5) consecutive days in which case they will be paid in the week following:

- (a) Employees who on April 1st have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their gross earnings with the Company for the period of their employment during the preceding twelve (12) months and shall be given one-half ($\frac{1}{2}$) day of vacation for each full month of service to a maximum of five (5) days.
- (b) Employees who on April 1st have completed one (1) year or more of continuous service [or whose seniority is equivalent to more than one (1) year]

are entitled to two (2) weeks vacation and shall be paid four percent (**4%**) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.

- (c) Employees who on April 1st of the vacation year have completed five (**5**) years of continuous service will receive three (3) weeks vacation and shall be paid six percent (6%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.
- (d) Employees who on April 1st of the vacation year have completed ten (10) years of continuous service will receive four (**4**) weeks vacation and shall be paid eight percent (**8%**) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.
- (e) Employees who on April 1st of the vacation year have completed twenty (20) years of continuous service will receive five (**5**) weeks vacation and shall be paid ten percent (10%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.
- (f) Effective June 1, 1999 employees who on April 1st of the vacation year have completed twenty-

five (25) years of continuous service will receive six (6) weeks vacation and shall be paid twelve percent (12%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.

- 19.03 Any employee whose employment with the Company is terminated voluntarily, shall receive vacation pay **as** set forth in Article 19.02.
- 19.04 If a Paid Holiday falls within the employee's vacation period, the Company will allow the employee concerned a compensatory day's holiday with pay at a mutually convenient time (unless otherwise mutually agreed in writing.)
- 19.05 It is the responsibility of the employees to request their vacation pay, in writing, **to** their Supervisor at least fourteen (14) calendar days prior to the last **working** day prior to the start of their vacation. Upon proper notice, the Company shall provide each employee with his vacation pay on the pay day immediately preceding his vacation.
- 19.06 **An** employee who has worked less than 6 months in the preceding vacation year due solely to injury or illness, the employee may elect to take their entire vacation entitlement, or a reduced vacation

entitlement commensurate with the employees earnings in the previous vacation year.

- 19.07 Employees going on vacation shall have the option of taking their vacation in minimum allotments of one (1) day increments if so desired.

ARTICLE 20 - BULLETIN BOARDS

- 20.01 The Company shall provide reasonable space on bulletin boards located within each Division, for the posting of official Union notices. The Area Manager(s) or his designate will sign all Union Notice for the Chief Steward or Stewards, after a one (1) day time frame of the notices being presented to him.

ARTICLE 21 - CLOTHING AND TOOL ALLOWANCE

- 21.01 The Company agrees to supply and launder the following **as** outlined below:

Smocks

Coveralls for designated employees

The Company further agrees to supply and replace the following articles where such articles are deemed necessary to perform the job,

provided the worn out article is turned in:

Aprons

Gloves

Head Gear

Freezer Clothing

Sleevelets

· Wet Suits

Coats for designated areas

Insulated coveralls where required

Such shall remain the property of the Company and shall not be removed from the Company's premises and must be returned for a new issue or upon separation of the employee.

The above articles not returned when worn out or upon separation will be paid for by the employee.

- 21.02 (a) The Company agrees to pay each employee, except employees in the classification of Sanitation, Distribution, Material Handlers, Fourth Class Stationary Engineer, Industrial Mechanic and Grade **III** Engineer, Licensed Millwright, and Licensed Electrician forty-five dollars (**\$45.00**) twice per year towards the purchase of safety footwear where such footwear **is** to be used at work. Employees in the classification of Sanitation, Distribution,

Material Handlers, Fourth **Class** Stationary Engineer, Industrial Mechanic and Grade **III** Engineer, Licensed Millwright, Licensed Electrician will **be** paid **sixty** dollars **(\$60.00)** twice **per** year towards the purchase of safety footwear where such footwear is to **be** used at work This Article shall only apply to employees who have passed the probationary period.

- (b) Effective July 1, **2001**: The Company agrees to pay each employee, except employees in the classification of Sanitation, Distribution, Material Handlers, Fourth Class Stationary Engineer, Industrial Mechanic and Grade **III** Engineer, Licensed Millwright, and Licensed Electrician one hundred and thirty dollars **(\$130.00)** annually towards the purchase of safety footwear where such footwear is to be used at work Employees in the classification of Sanitation, Distribution, Material Handlers, Fourth **Class** Stationary Engineer, Industrial Mechanic and Grade **III** Engineer, Licensed **Millwright**, Licensed Electrician and Kill Department will **be** paid one hundred and sixty dollars **(\$160.00)** annually towards the purchase of safety footwear where such footwear is to **be** used at work **This** Article

shell only apply to employees **who** have passed the probationary period.

- 21.03** The Company agrees to pay each employee in Group Classifications **7, 8, 9** and **10**, up to five hundred dollars (**\$500.00**) per year effective June 1, 2000, **as** a tool allowance. **This** tool allowance **will** be paid only upon receipt provided by the employee for new or replacement tools and shall only apply to employees who have passed the probation period effective the date of payment. This allowance will be paid on a separate cheque.

ARTICLE 22 -WELFARE

- 22.01 (a) The Company agrees to continue **to** pay premiums for the present Life Insurance and Accidental Death and Dismemberment Policy to provide insurance equal to one and one-half times (1½x) **annual** earnings to a maximum of **fifty** thousand dollars (\$50,000.00).
- (b) The Company agrees to pay premiums for a Life Insurance Policy for the employee's dependents as follows:

The employee's spouse • \$5,000.00
Each child of the employee • \$2,500.00

22.02 (a) The Company agrees to provide a Weekly Indemnity at no cost to employees on the following basis:

Sixty-six and two-thirds percent (~~66%~~) of the weekly earnings to a maximum equivalent to the U.I.C. ceiling as at commencement of disability:

Payments commence first (1st) day in the event of accident;

Payments commence fourth (4th) day in the event of sickness;

Payments commence first (1st) day in the event of hospitalization due to sickness;

Effective June 1, 1998 payments commence first (1st) day in the event of day surgery/out patient surgery.

Payments continue for a period of up to twenty-six (**26**) weeks.

- (b) **The Company will allow an employee awaiting a decision of entitlement or payment from the Workers' Safety Insurance Board (WSIB.) to sign a waiver with the Company to initiate a weekly indemnity claim. The Carrier will subsidize the employee said funds until compensation is received from WSIB. at which time the employee will repay the Carrier for any weekly indemnity benefits received.**

In the event **both** the WSIB. and the Weekly Indemnity Insurance Carrier deny an employee's claim for benefit, the Company will be entitled via the waiver, to recover monies paid to the employee in advance, prior to such denial from the employee's wages or vacation pay, provided such **recovery**, in all cases, is completed over a reasonable period.

- 22.03** The Company agrees to pay one hundred percent (100%) of the premium cost of a Plan to provide prescription drugs to employees and their dependents at no cost.
- 22.04** The Company agrees to pay one hundred percent (100%) of the premium cost of a Dental Plan for

eligible employees. The O.D.A. fee schedule shall be one (1) year behind the current calendar year.

(Effective December 1, 1994, the following will be added to the existing Plan):

Periodontics

Endodontics

New dentures and replacement dentures only if these dentures have been in place for a minimum of three (3) years, plus rebasing, relining, and repair of dentures

This addition to the existing Plan is subject to the following terms:

- (i) 100% coverage June 1, 2000
- (ii) a deductible of twenty-five dollars (**\$25.00**) single, and fifty dollars (**\$50.00**) family
- (iii) a cap of one thousand five hundred dollars (**\$1,500.00**) per year, per person

Coverage for orthodontics effective date of June 1, 2002. All crowns to be covered June 1, 2004

Orthodontics - Lifetime max \$1500.00 up to age 19

Crowns - \$1500.00 per year, per person

22.05 The Company agrees to provide Eye Care in the amount of one hundred **and** fifty dollars (\$150.00) every twelve (12) months for all eligible employees and their dependents. Effective June 1, 2000 the amount increases to two hundred dollars (\$200.00) every twelve (12) months.

The Company agrees to pay for eye examinations to a maximum of thirty- five dollars (\$35.00) per year.

Effective June 1st, 2000 the Company agrees to provide a one-time reimbursement for laser surgery by the benefit carrier, to a maximum of two hundred dollars (\$200.00) in lieu of Vision Care allowance.

22.06 The Company agrees to pay premiums for its share of all benefit programs for three (3) months when an employee is absent due to illness, vacation or accident. Effective June 1, 1998 the Company agrees to pay premiums for its share of

all benefit programs for six (6) months when an employee is absent due to illness, vacation or accident.

22.07 The benefits provided by Article 22 apply only to employees who have completed the probationary period.

22.08 DRUG CARD The Company through their benefit carrier effective ninety (90) days following the date of ratification, will issue to each member an I.D. Drug Card (for payment of prescription drugs only). The dispensary fee shall be capped at eight dollars (\$8.00) per prescription.

22.09 The Company shall pay one hundred percent (100 %) of all medical documentation required by the Company relative to function ability evaluations, independent medical examinations, and specific detailed medical reports,

E 23 - EMERGENCY LEAVE

23.01 In the event of a death in the immediate family of an employee, the Company agrees to grant time off without loss of pay for up to three (3) days.

In the event an employee qualifies for up to three (3) days bereavement leave with pay, said three (3) days shall be three (3) consecutive working days falling within the period inclusive from the day of death to the second day after the funeral, and at no other time.

For the purpose of this Clause, an immediate relative shall be one of the following:

Mother, Father, Step-parents, Spouse (including common-law), **son**, Daughter, Brother, Sister, Mother-in-law, Father-in-law, Grandparents, Grandparents-in-law, and Grandchildren

One (1) day's leave with pay shall be granted the bereaved employee in the event of the death of the employee's:

Brother-in-law, Sister-in-law, Son-in-law and Daughter-in-law

"Employee" shall mean an employee of the Company who has completed **his** probationary period.

An employee shall be paid eight (8) hours pay at **his** regular rate while on bereavement leave.

An employee **will** not be eligible to receive payment under this Agreement for any period for which he is receiving other benefits in the form of vacation pay, specified holiday pay, sick benefits, or Workers Compensation.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 When an employee's personal affairs make it desirable for him or her to be relieved of Company duties, leave of absence without pay may be granted for good and sufficient reasons. Each request **will** be handled on an individual basis depending upon the circumstances for the request and the production requirements of the Company. However, application in writing with duplicate copy of same must be submitted to the Company. Leave of Absence shall not be granted for the purpose of allowing an employee to take another position temporarily, or to try out new work, or to venture into business for himself.

A copy of the application for the leave of absence will be given to the Union by the Company with notice whether leave of absence has or has not been granted and reasons for same

outlined. Failure of the employee concerned to comply with the above requirements shall constitute loss of seniority, pursuant to Article **16.01.**

When an employee returns to work, he **will** either be placed on **his** previous job or, if redundant, alternate work of a comparable nature.

Vacation should be **used** prior to **granting** leave of absence. Vacations should take precedence over granting of Leave of Absence where a **conflict** occurs and the Company cannot grant all requests for vacation and/or Leaves of Absence and **still** reasonably operate the business.

24.02 Union business **will** be considered a good cause for leave of absence and such leave of absence shall be granted by the Company as long as it does not interfere unduly **with** the operations of the plant and after the Company has been given adequate advance notice.

24.03 It is understood that not more than two (2) employees will be absent at any one time.

24.04 An employee who is elected or appointed to a full-time position with the **Union** shall, upon one (1) week's notice in writing, be granted a leave of absence, without pay, for a period not to exceed the term of **this** Agreement and upon one (1) week's notice, **in** writing, of **his** desire to return to work with the Company, shall be placed in the position previously held or one at an **equal** rate of pay. **This** privilege shall be limited to two **(2)** employees.

24.05 The Company will grant pregnancy and/or parental leave, without pay, in accordance with the Employment Standards Act of Ontario. In part, the Act provides as follows:

- (a) A pregnant employee is normally entitled to seventeen (17) weeks leave of absence provided she commenced her employment with the Company at least thirteen (13) weeks prior to the expected birth date.
- (b) The pregnancy leave may begin no earlier than seventeen (17) weeks prior to the expected birth date.
- (c) The pregnancy leave shall end no later than seventeen (17) weeks following the date of birth.

- (d) **At least two (2) weeks prior to the commencement of such leave, the employee must submit a request for her leave and a doctor's certificate stating the expected date of birth.** If the employee is **required to stop** work due to complications, she **may** request her leave at a later date in accordance **with** the Employment Standards Act, **Ontario.**
- (e) The parental leave of an employee **who takes a pregnancy leave** must begin when the pregnancy leave ends.
- (f) The parental leave ends a **maximum** of eighteen (18) weeks **after** it begins.

24.06 Jury Duty and Crown Witness

An employee called for Jury Duty or as a Crown ~~Witness~~ shall be reimbursed by the Company for the difference between Jury Duty or Crown Witness fees **and** the straight time wage the employee would otherwise have received [not to exceed eight (8) hours per day or forty **(40)** hours per week]. Payment under **this** Article will only be for the actual day(s) the employee is required to appear or serve as a **Juror** or as a

Crown Witness. It is the responsibility of the employee to provide the Company with a copy of the Notice of Jury Selection or a copy of the subpoena to appear as a Crown Witness and any further **information** relating to his Jury Duty or appearance **as** a Crown Witness.

ARTICLE 25 - TEMPORARY TRANSFERS

25.01 An employee who is transferred to a different job **within** the Bargaining Unit **shall** be paid while **so** employed **as** follows:

- (a) if the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less **than** the employee's regular rate, he **shall** receive **his** regular rate of pay;
- (b) if the transfer **is** for the convenience of the employee, or to enable **him** to avoid layoff, and if the rate of pay in the classification to which he is transferred is **less** than the employee's regular rate of pay, he **shall** receive the lesser rate;
- (c) if the transfer is to a higher rate of classification, the employee will receive the higher rate of pay.

ARTICLE 26 - SAFETY & HEALTH

- 26.01 The Joint Health and Safety Committee shall perform its duties and responsibilities in accordance with the provisions of the Occupational Health and Safety Act and **this Article 26.**
- 26.02 A Safety **Committee shall** meet **at** least once per month and **immediately** after any serious accident. Minutes **will be** kept of each meeting.
- 26.03 The **Company shall** make reasonable provisions for the safety and health of the employees during the hours of their employment. Employees will not be disciplined for **refusing** to perform work they consider unsafe until the Plant Safety Committee investigates and considers it safe for the employee to do **so.**
- 26.04 **An** employee who is injured at work during working hours and is required to leave for treatment for such injury **shall** receive payment for the remainder of the **shift** at **his** hourly rate of pay, unless a doctor states the employee is fit to **return** to work and the employee fails to return.

- 26.05 The Company encourages and welcomes recommendations on safety from the **Union**.
- 26.06 The Safety Committees from each Division shall meet at least **once** per year between August and October.
- 26.07 Employees required for safety reasons to wear safety glasses, and who, for verified medical reasons, **require** prescription safety glasses, will be provided such glasses by the Company at no expense to the **employee(s)**.
- 26.08 The parties of this Agreement recognize the importance of Health & Safety **for all workers within** the Company. In the event that the existing workers protection **is** removed by new amended **legislation** to the **Occupational Health & Safety Act**, the parties agree and shall abide by the provisions **outlined** in the present day **Occupational Health & Safety Act** at date of **ratification**. This shall remain in effect and in **full** force for the term of **this** Collective Agreement.
- 26.09 **The** Company shall further provide a copy of all accidents/incidents report(s) **causing** illness

or injury to the worker appointed under Article 8.08 (c).

ARTICLE 27 - RETURN TO WORK PROGRAM

- 27.01** The Return To Work Program shall provide employment, subject to the terms of this Article, WSIB Legislation and the Human Rights Code, to injured Bargaining Unit employees as follows:
- (a) The Return To Work Program is applicable to Bargaining Unit employees unable to perform their regular work due to an occupational or non-occupational illness or injury.
 - (b) Employees shall be considered for placement in the Return To Work Program based upon the following criteria: Employees ready to return from either an occupational or non-occupational illness or **injury** which is supported by physical capabilities documented by a recognized Health Care Practitioner.
 - (c) The specific job [subject to **27.05 (a)**] to be performed by the injured worker as defined in Article **27.01 (b)** shall be determined by the Company, based upon medical recommendations,

1. **Essential Duties/No Restrictions**

Return the injured worker to his pre-injury job.

2. **Essential Duties / With Restrictions/With Accommodations**

Return the injured worker to his pre-injury job with modification.

3. **Suitable Alternative Employment/No Restrictions**

Return the injured worker to alternate job within his Department, provided such job is available and is not subject to the posting procedure.

4. **Suitable Employment/With Restrictions/With Accommodation**

Return the injured worker to an alternate job with modification within his department, provided such job is available and is not subject to the posting procedure.

Return **the injured worker to an** alternate job outside of **his** department, provided the placement does not exceed twelve **(12)** weeks and the employee is on a specific transitional work plan, unless agreed in writing between the Parties, additional time shall be granted.

- 27.02 (a) A Joint Return To Work Committee, as outlined in Article 8.06 (a) shall be established.
- (b) The purpose of the Joint Return to Work Committee shall be to provide recommendations to the Company and the **Union** regarding the Return To Work Program.
- (c) The Committee ~~shall~~ meet a **minimum** of four **(4)** times per calendar year.
- (d) The Committee shall maintain minutes of meetings and provide the Company and the **Union** with a **copy** of such minutes.
- (e) The Committee shall meet during ~~Plant~~ working hours. Time spent shall be considered as time worked and ~~shall~~ be paid for at the appropriate rate.

27.03 (a) The Company shall provide the Committee with the name of each Bargaining Unit employee qualified to participate in **this Program**, including the expected date such employee would commence participation.

(b) Bargaining unit **employee(s)** shall not be directly or indirectly laid off due to placement of an injured employee into the Return To Work Program.

27.04 Employees participating in the Return To Work Program **shall** be paid at the lowest rate outlined in Schedule "A" of **this Agreement** or their pre-injury rate or the applicable rate for the job as outlined in Schedule "A" of **this Agreement**, whichever one of the above is greater.

The rate shall not include premium rates, including Lead Hand or ~~Shift~~ **Premiums**, unless the premium is directly earned during the employee's participation in the Return To Work Program.

27.05 (a) Each individual job designated [maximum one **(1)** worker per position] must be mutually agreed upon between the Company and the **Union** prior to such job **being** included in **this Article**.

- (b) **Jobs designated in accordance with 27.05** (a) above, shall be excluded from the job posting procedures outlined in Article **17.01** of the Collective Agreement.
- (c) A classification/position currently excluded from the Bargaining Unit that is designated as a return to work job(s) shall become Bargaining Unit work.

ARTICLE 28 - PENSION

28.01 The Company agrees to contribute twenty-five cents (25¢) per hour for all hours worked to a maximum of forty (**40**) hours per week for employees who had obtained their seniority by February **7, 1989**.

Effective June **1, 1999**, the Company agrees to contribute fifty-five cents (55¢) per hour for all hours worked to a maximum of forty (**40**) hours per week for all bargaining unit employees.

28.02 The Company's liability, present and future, with regard to the aforementioned Pension Plan is limited to the abovenoted contributions.

- 28.03 Employees who obtain their seniority subsequent to February 7, of each year, will not be entitled for a pension contribution on their behalf until February 8, following the date of obtaining their seniority.
- 28.04 The Parties agree that the Canadian Commercial Workers Industry Pension Plan (C.C.W.I.P.P.) is the applicable pension plan.

ARTICLE 29 - GROUP CLASSIFICATIONS

(a) Group Classifications

- Group 1 - General - (Divisions "A" & "B")
- Group 2 - Cooler, Blender Operator, Former Operator, Stretch Wrap Operator, including Floaters
- Group 3 - General - (Division "C")
Quality Assurance, Sausage **Formulators**, Cook Room Operator, **Multivac** Operator, Injector Operator, Portioning Blender Operator, Batter/Breader Operator, Triangle Operator, Fryer Operator, Scale

Operator, Material Handler, L-Bar Operator, Haysen Operator, Cryovac Operator, Hoyer Operator. and Boxing Machine Operator.

- Group4 - Beehive Operator, Tray Pack Operator, Wizard and Knife Sharpeners (Division C)
- Group5 - **Sanitation, Combo Wash (present employees have one (1) time "option" to be grandfathered to the Sanitation Department or remain as a Boning Employee)**
- Group6 - **Quality Assurance Receiver, Live Hang, Live Receive and Kill, Driver and Distribution, Water Treatment (effective June 1, 2001)**
- Group7 - **Fourth** Class Engineer
- Group8 - Industrial Mechanic "B" Refrigeration and Grade III Engineer
- Group9 - Licensed Millwright (rate only applies **when** the Company requires employees in **this** classification)

Group 10 - Licensed Electrician (rate **only** applies when the Company requires employees in **this** classification)

Effective June 1 2001, Grade III Engineer and "B" Refrigeration classification to move to Group #9.

(b) **Apprenticeships**

The Company agrees that the Apprenticeship Program, if required by the Company, will be administered in accordance with the regulations set out in the Trades Qualification and Apprenticeship Act.

Selection Process

ALL apprenticeship positions will be posted in accordance with the Collective Agreement and Cuddy Food Products posting procedures.

Training

Cuddy Food Products to pay the cost (tuition and books) of all required training.

Cuddy Food Products to make apprentices available to attend school **through** the block release program as scheduled by the **Ontario** Ministry of Education and Training.

Trade Designations

This program pertains to the following skilled trade designations only:

- Industrial Electrician
- Industrial Mechanic Millwright

Number of Apprentices

The number of apprentice positions will be determined on an ongoing basis **at** the discretion of Cuddy Food Products to meet business needs.

The ratio of Journeymen to Apprentices will at no time exceed the standards set under the authority of **the** Trades Qualification and Apprenticeship Act.

Program Entrance Qualification Requirements (Industrial Electrician)

Internal candidates (from union membership)

School Courses	S u c c e s s f u l completion of Level Three
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Certified work hours	None required
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Candidates must have no medical restrictions for lifting, standing and required work environment

External candidates

School Courses	S u c c e s s f u l completion of Level Three
-----------------------	--

Certified work hours	S u c c e s s f u l completion of Level Two
-----------------------------	--

Candidates must have no medical restrictions for lifting, standing and required work environment.

Or

School Course S u c c e s s f u l
completion of Level
Four

Certified work hours None required

Candidates must have no medical restrictions for
lifting, standing and required work environment.

**Program Entrance Qualification
Requirements (Industrial Mechanic
Millwright)**

Internal candidates (from Union membership)

School Courses S u c c e s s f u l
completion of
Level Two

Certified work hours None required

Candidates must have no medical restrictions
for **lifting, standing** and required work
environment.

External candidates

School Courses	S u c c e s s f u l completion of Level Two
----------------	---

Certified work hours	S u c c e s s f u l completion of Level Two
----------------------	--

Candidates must have no medical restrictions for lifting, standing and required work environment.

OR

School Course	S u c c e s s f u l completion of Level Three
---------------	---

Certified work hours	None required
----------------------	---------------

Candidates must have no medical restrictions for lifting, standing and required work environment.

Wage Scales

Industrial Electrician (5 levels of training)

Commencing Level 1	60% of contractual wage rate
Completion Level 1	67.5%
Completion Level 2	75%
Completion Level 3	82.5%
Completion Level 4	90%
Completion Level 5	100% (With Journeyman Certification)

Industrial Mechanic Millwright (4 levels of training)

Commencing Level 1	60% of contractual wage rate
Completion Level 1	70%
Completion Level 2	80%
Completion Level 3	90%
Completion Level 4	100% (With Journeyman Certification)

Tool Allowance

Apprentices will be paid tool allowances in accordance with Article **21.03**.

ARTICLE 30 - GENERAL

- 30.01 (a) The Union acknowledges that it is the exclusive function of the Company to appoint or demote Lead Hands at any time during **this** Agreement. If demoted from ~~this~~ classification, the employee will no longer receive the premium. Lead Hands shall be ~~defined as~~ a person who performs work, transmits orders, assists other employees, and shall not have authority to **hire**, fire, or discipline other employees and shall be a Union member.
- (b) Lead Hands shall be **subject** to layoff and recall **as** per Article 16 of this Agreement.
- 30.02 Management or employees shall not punch another employee's **time** card.
- 30.03 In case of layoff or a short work day, the Chief **Steward** shall be the last person laid off, provided there is work available which the Chief Steward is capable of performing. In the event the Chief **Steward** is absent due to illness, *etc*, **then** the Acting Chief Steward will be the last person laid off. Within thirty (30) days of the signing of **this** Agreement, the Union shall advise the Company

in writing of the names of the employees who will be designated to replace the Chief ~~Steward~~ in such event.

30.04 Employees shall ~~inform~~ the Company, in writing, of their **current** mailing address and telephone number and the Company shall be entitled ~~to~~ rely upon **this** information when administering pertinent Articles in **the** Collective Agreement.

30.05 **Paid Education Fund**

Effective on or before June 1st, 2004, the Company agrees to contribute ten **thousand** dollars (\$10,000.00) to the Local 175, Employees Education & Training Fund.

ARTICLE 31 - DURATION

31.01 **This** Agreement shall remain in full force and effect from ~~June 2, 2000~~ until **June 1, 2005**, and shall continue thereafter to automatically renew itself from year to year until the earlier of a ~~ratified renewal~~ or a legal strike or lockout, unless a notice of ~~termination~~ or amendment is given by ~~either~~ Party to the other, in writing, not more ~~than~~ ninety (90) days and not less ~~than~~ thirty (30) days prior to date of expiration. If such notice is

given, this Agreement shall remain in force during the period of negotiations.

DATED AT LONDON, ONTARIO, THIS 7th DAY OF
February 2000.

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL
UNION, Local 175

CUDDY FOOD
PRODUCTS

FOR THE UNION:

Les Fletcher

Mark Woodcock

Bob Geromette

Miroslaw Bomba

Betty Pardy

Larry Douglas

Mark Ennett

Paul Manning

John Teather

A. G. Sherman

FOR THE COMPANY:

Jack Westman

Elaine Tompkins

Dawn Janveaux

Ken Moffett

SCHEDULE "A"
WAGES AND CLASSIFICATIONS

	June 1st, 2001	June 1st, 2002	June 1st, 2003	June 1st, 2004
Group#1	\$15.30	\$15.65	\$16.05	\$16.55
Group#2	\$15.30	\$15.65	\$16.05	\$16.55
Group#3	\$15.30	\$15.65	\$16.05	\$16.55

Group#4	\$15.35	\$15.70	\$16.10	\$16.60
Group#5	\$15.40	\$15.75	\$16.15	\$16.65
Group#6	\$15.80	\$16.15	\$16.55	\$17.05
Group#7	\$16.05	\$16.40	\$16.80	\$17.30
Group#8	\$17.55	\$17.90	\$18.30	\$18.80
Group#9	\$20.90	\$21.55	\$21.95	\$22.45

Group #10	\$21.35	\$22.00	\$22.40	\$22.90
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Probationary employees' rate will be fifty cents (50¢) less than the applicable job classification rate.

Lead ~~Hands~~ will receive forty-five cents (45¢) per hour above the highest paid bargaining unit employee that he/she leads.

Apprentice employees will be paid in accordance with Article 29 (b) of this Agreement.

LETTER OF UNDERSTANDING #1**BETWEEN: CUDDY FOOD PRODUCTS****AND: UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175****RE: ARTICLE 5****UNION DUES AND INITIATION FEES
AND INFORMATION**

The Company agrees to provide the Union with a monthly computer file of Union Dues and Initiation Fee deductions as prepared currently. Such file shall be contained on a 3½" diskette and the Union agrees to return the diskette promptly to the Company to ensure the next month's transaction.

**DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February 2000.**

LETTER OF UNDERSTANDING #2

BETWEEN: CUDDY FOOD PRODUCTS

**AND: UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175**

**RE: PRINTING OF THE COLLECTIVE
AGREEMENT**

The Company will reimburse the Union fifty percent (50%) of the cost of printing this Collective Agreement, to a maximum of six hundred dollars (\$600.00).

**DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February 2000.**

LETTER OF UNDERSTANDING#3

BETWEEN: CUDDY FOOD PRODUCTS

AND UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

RE: ARTICLE 16 - SENIORITY

The amendment to the calculation of seniority date **in** Article **16.01** (c) of this Agreement, **will** be applied to employees hired **by** the Company after July **29, 1989**.

The **calculation** of the seniority date of employees hired before **July 29, 1989**, **will be** in accordance with the provisions of Article **16.01** contained **in** the Collective Agreement between the Parties that **expired** on May **30, 1989**.

This Letter of Understanding forms part of the Agreement.

DATED AT LONDON, ONTARIO, **THIS** 7th DAY
OF February **2000**.

LETTER OF UNDERSTANDING#4**BETWEEN CUDDY FOOD PRODUCTS****AND: UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175****RE: ARTICLE 14.01 - DIVISION "C" ONLY**

For the purposes of Article **14.01**, the Company agrees to the following:

- a)** The standard work week for all employees, except Maintenance Department employees, will be Monday to Friday.
- b)** The standard work week for Maintenance Department employees will be five **(5)** consecutive days, Monday to Saturday.
- c)** ~~Existing~~ employees of the Maintenance Department **(as of July 29, 1989)**, shall have the option of refusing to work a Tuesday to Saturday work week schedule.
- d)** Employees commencing work in the Maintenance Department after July **29, 1989**, may **be** required to work a Tuesday to Saturday work schedule.

- e) Employees scheduled to work on Saturday will be paid one and one-half times (~~1½X~~) their hourly rate for all hours worked or paid by the Company on Saturday.

DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February 2000.

LETTER OF UNDERSTANDING#5

BETWEEN: CUDDY FOOD PRODUCTS

AND: UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

RE: ARTICLE 22.02 • WEEKLY INDEMNITY

The Company agrees to advance employees who have not received their Weekly Indemnity benefits within three (3) weeks of delivering the completed forms to the Health Centre an amount equal to the estimated benefit. The employee ~~will~~ assign the Weekly Indemnity cheque from the Insurer to the Company.

DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February 2000.

LETTER OF UNDERSTANDING#6

BETWEEN CUDDY FOOD PRODUCTS

AND UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

RE: TRANSFER BETWEEN PLANTS

Notwithstanding Article 16.06, the Parties agree that in the event that a Department, a part of a Department, or one or **more** employees of a Department **from** either Divisions "A" or "**B**" **is** transferred to 10 Cuddy Blvd., Division "C", such transfer shall not constitute a layoff but shall **be** deemed to **be a** relocation of that employee, Department, or part thereof.

DATED AT LONDON, ONTARIO, **THIS** 7th DAY
OF February 2000.

LETTER OF UNDERSTANDING#7**BETWEEN: CUDDY FOOD PRODUCTS****AND: UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175****RE: PAST PRACTICE**

The Company and the Union agree that the parties may continue to rely on the past practices that have occurred or ~~will~~ occur.

**DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February 2000.**

LETTER OF UNDERSTANDING #8**BETWEEN CUDDY FOOD PRODUCTS****AND: UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175****RE: STUDENTS**

The parties agree that in the event of a short work day, bargaining unit **employee(s)** may bump a student in their **Division** on their shift provided they have the **skill** and ability satisfactory to the Company to do the job.

In the event of a one shift layoff, the bargaining unit **employee(s)** may bump a student **working** in any **Division** on any shift provided they have the **skill** and ability satisfactory to the Company to do the job. It is understood that this bump will not result in the payment of an overtime premium to the bargaining unit **employee(s)**.

**DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February 2000.**

LETTER OF UNDERSTANDING #9**BETWEEN: CUDDY FOOD PRODUCTS****AND UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL
UNION, LOCAL 175****RE: UNION MANAGEMENT COMMITTEE**

The Company and the Union agree to the principle that one (1) past practice on an issue should apply to all bargaining unit employees whenever possible. Where more than one (1) past practice exists, the Union management Committee shall meet and attempt to agree on which past practice will prevail

**DATED AT LONDON, ONTARIO, THIS 7 DAY
OF February 2000.**

LETTER OF UNDERSTANDING #10**BETWEEN: CUDDY FOOD PRODUCTS****AND UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175****RE: TECHNOLOGICAL CHANGE**

- 1) **In the event that the Company introduces technological changes into the work place, Article 12.02 will apply.**

LETTER OF UNDERSTANDING #11

BETWEEN: CUDDY FOOD PRODUCTS

AND: UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

RE: MAINTENANCE AND DISTRIBUTION
DEPARTMENTS SHIFT PREFERENCE

The Company agrees with that within one (1) month of ratification, the Company **will** post openings for all three (3) shifts in the maintenance and distribution departments. Bidding **will** be for department employees only by seniority. After the award is made, employees who wish to change shifts and have reached mutual agreement with the other employee must obtain prior approval from the Company before the switch is made and such approval **will** not be unreasonably denied. The Company will make every reasonable effort to provide the opportunity for training and upgrading to the senior employee(s) in the Department.

DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February 2000.

LETTER OF UNDERSTANDING #12

BETWEEN CUDDY FOOD PRODUCTS

AND: UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

RE: CHANGE OF JOB

Notwithstanding Article **12.02** (new job or changing existing job) or Article 16.14 (Assignments), the following **will** apply: In the event of a job function in a Department needing new skills and ability or upgrading, the senior employee shall have a one time option of the job training and/or upgrading due to his/her seniority. The above will also apply to a new job created in a Department.

DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February 2000.

LETTER OF UNDERSTANDING #13

BETWEEN: CUDDY FOOD PRODUCTS

**AND: UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175**

RE: ATTENDANCE BONUS INCENTIVE

Attendance bonus will be paid out in each of two separate qualifying periods:

- 1) June 1 to November 30 inclusive**
- 2) December 1 to May 31 inclusive**

An employee may qualify for a one hundred dollar **(\$100)** bonus for perfect individual attendance in each period.

The payment for the individual attendance bonus will be based on a regular scheduled work-week with no allowances except in the case of bereavement or authorized absences from the workplace by management.

IN ADDITION

Each employee who qualifies for an individual bonus in one of the above periods, **will** receive an Additional one hundred dollars (\$100) provided the posted absence rate for their division, in that some period, **is** one half percent ($\frac{1}{2}\%$) or more below the Company average in the **same** period.

This plan, therefore, allows for up to four hundred dollars (\$400) of **bonus** incentive per employee annually.

Payments for those who qualify **will** be made in the first full pay period following November 30 and May 31 respectively.

**DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February 2000.**

LETTER OF UNDERSTANDING # 14

BETWEEN: CUDDY FOOD PRODUCTS

AND UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

RE: PROFIT SHARING PROGRAM

The Negotiating Committee shall meet within two weeks after the date of ratification jointly to formulate a Profit Sharing Program.

The Union and the Company shall jointly work towards completion of the Profit Sharing Program by the end of the first term of the new collective Agreement.

DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February 2000.

LETTER OF UNDERSTANDING #15**BETWEEN: CUDDY FOOD PRODUCTS****AND UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175****RE: TEAMWORK INITIATIVES
GENERATING EXCELLENCE AND
REWARDS (TIGER)**

The Company and the Union recognizes a fiercely competitive market place. In order to survive and prosper together, both must actively support the experimentation of new manufacturing concepts and production improvements. Employees may make suggestions and may participate in making changes. Some of the experiments may include preventative maintenance with operator involvement, grouping similar operations and enhancing operator quality control skills and responsibilities. The parties agree on the importance recognizing employees for success and rewarding employees for improvements.

A bonus program will be developed and **will** include the following measurement tools:

- Productivity

- First pass quality
- Zero accidents
- Zero variance
- And any other relevant measurement tools.

TIGER will pay out up to ___% of yearly earnings to a maximum of _____ hours. If the measurement criteria as described above are met. That is the program must make money before it can pay out.

Eligible earnings shall be defined as the employees' hourly wage rate as at the year end multiplied by the number of regular hours he or she worked during the calendar year in question. Hours worked shall include vacation and statutory holidays, but shall exclude WI and WSIB. The total number of hours shall not exceed ____.

A joint committee will be formed to develop the bonus program with the above criteria as the basic measurement tools. The committee will meet as soon as possible after ratification to endeavour to fully develop the plan. The plan that is developed will be sent to the Chief Executive Officer for final approval.

DATED AT LONDON, ONTARIO, THIS 7th DAY
OF February **2000**.

NORTHERN REGION



Sharon Gall
Director



Bill Kalka
Union Representative



Colby Flank
Union Representative

REGIONAL OFFICE:

Room 21, Lakehead Labour Centre, 929 Fort William Road,
Thunder Bay, Ontario P7B 3A6

Phone: (807) 346-4227 Fax: (807) 346-4055

Wats (800) 465-6932

EASTERN REGION



Dan Lacroix
Director



Reg Baughan
Union Representative



Ray Bromley
Union Representative



Luc Lacelle
Union Representative



Marilyn Lang
Union Representative



Ian Miller
Union Representative

REGIONAL OFFICE:

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Phone: (613)725-2154 Fax: (613)725-2328
(800)267-5295

SOUTHWEST REGION



Dan Onichuk
Director



Wendy Absolom
Union Representative



Susan Bayne
Union Representative



Angus Locke
Union Representative



Julie Marentette
Union Representative



A.G. Sherman
Union Representative

REGIONAL OFFICE:

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(800)265-6345

CENTRAL REGION EAST



Jim Clifford
Director Central East



Larry Bain
Union Representative

Union Representative

Union Representative



Joe DeMelo
Union Representative



John DiFalco
Union Representative

REGIONAL OFFICE:

2200 Argentia Road, Mississauga, Ontario L5N 2K7
Phone: (905) 821-8329 Fax (905) 821-7144
Toll-free outside Metro Toronto
(800) 565-8329

CENTRAL REGION WEST



Harry Sutton
Director Central West



Michael Duden
Union Representative



Archie Duckworth
Union Representative



Chris Fuller
Union Representative



Shawn Haggerty
Union Representative



Teresa Magee
Union Representative



Fernando Reis
Union Representative



Dan Serbin
Union Representative

REGIONAL OFFICE:

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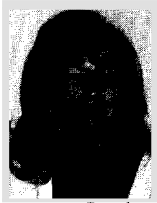
Toll-free outside Metro Toronto

(800) 565-8329

SOUTH - CENTRAL REGION



Sharon Gall
Director South Central



Judith Burch
Union Representative



John Dinardo
Union



Kevin Dowling
Union Representative



Sylvia Groom
Union Representative



Maureen
Union Representative

REGIONAL OFFICE

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(800) 565-8329

ORGANIZING TEAM

(905) 821-8329

(800) 565-8329



John Fuller
Executive Assistant



Mark Flannigan
Organizing Co-ordinator



Serge Castonguay
Union Representative



Rick Wauhkonen
Union Representative

BENEFIT DEPARTMENT
(905) 821-8329 (800) 565-8329



Bill MacDonald
Benefits Co-ordinator



Sheila
Benefits Representative



Karl Goennemann
Benefit Representative

UFCW

(519) 744-5231 (800) 265-6345



Kip Connolly
Director

LEGAL DEPARTMENT

(905) 821-8329 (800) 565-8329



Larry Fisher
Director



Naveen Mehta
Legal Counsel



Georgina Watts
Legal Counsel

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Robert Linton
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