

THIS AGREEMENT made and entered into this 1st day of June, 1995.

BETWEEN:

GALCO FOOD PRODUCTS LIMITED

(hereinafter called the "Company")

OF THE FIRST PART

- and -

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION
LOCAL 175, A.F.L., C.I.O., C.L.C.**

(hereinafter called the "Union")

OF THE SECOND PART

SOURCE	CO.
EMP.	950601
TERM.	18/09/31
PRIME COFF	
EMP. DUES	350
COM. FEE	
EMPLOYEES	50

ARTICLE 1 - RECOGNITION

- 1.01 The Company **recognizes** the Union as the sole collective bargaining agent of all employees of the Company at the City of **Brampton**, Ontario, save and except foremen, persons above the rank of foreman, office and sales staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 2 - RELATIONSHIP

- 2.01 The parties hereto mutually agree that any present employee of the company covered by this Agreement may become a member of the Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires. New employees who have completed their probationary period will be required to join the Union as a condition of employment.
- 2.02 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

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2.03 It is agreed that the Union and the employees will not engage in Union activities, except as provided in this Agreement, during working hours or hold meetings at any time on the premises of the Company without the permission of the Plant Superintendent.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union **recognizes** and acknowledges that the management of the plant and direction of the working force are **fixed** exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall be given to the committee and an opportunity given to them to make representations;
- (d) determine the nature and kind of business conducted by the company, the kinds of locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the 'content of jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

3.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Plant Rules, or of any of the provisions of this Agreement, shall be deemed to be sufficient cause for discipline or dismissal of an employee; provided that nothing herein shall prevent an employee going through the Grievance Procedure.

ARTICLE 4 - PLANT COMMITTEE

- 4.01 The Company acknowledges the right of the Union to appoint or otherwise select a plant committee which shall be composed of not more than nine (9) stewards, four (4) from the day shift, three (3) from the second shift, one (1) from the third shift and one (1) Chief Steward. All stewards shall have seniority with the Company, and shall be regular employees of the Company during their time of office. The name and area of each of the stewards and the name of the Chairman of the Plant Committee, from time to time so selected, shall be given to the Company in writing and the Company shall not be required to **recognize** any such steward or chairman until it has been so notified.
- 4.02 The parties mutually agree that there shall be a Employee/Employer Relations Committee composed of no less than two (2) representatives of the Employer and two (2) representatives of the Union, who shall meet once monthly for the purposes of consultation and communication of information on matters of mutual concern relating to day-to day working problems.
- 4.03 The Company undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.
- 4.04 The Union undertakes to secure from its officers, stewards and members, their co-operation with the company and with all persons representing the Company in a supervisory capacity.
- 4.05 The privileges of stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- (a) such business must be between the Union and the Management. Employees having grievances cannot discuss these with the stewards in working hours, except in the case of a discharged or suspended employee to whom a steward shall be immediately available provided a steward is in the plant;
 - (b) The time shall be devoted to the prompt handling of necessary Union business;
 - (c) The steward concerned shall obtain the permission of the foreman concerned before leaving his work. Such permission shall not be unreasonably withheld;
 - (d) The time away from productive work shall be reported in accordance with the time-keeping methods of the department in which the steward is employed;

(e) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

4.06 The Company will provide appropriate locker or filing space for the Chief Steward to retain necessary union papers and material.

4.07 (a) In the event an employee is to be suspended or terminated while at work he shall be entitled to the presence of the shift steward at the time of the suspension or termination.

(b) In the event an employee is suspended or discharged while at work he shall be given an opportunity to interview his steward in the private for fifteen (15) minutes prior to leaving the plant except where the suspension or discharge is the result of a violent incident.

(c) The Company will provide written reasons for the disciplinary suspension or discharge of an employee who has completed his probation period within two (2) working days of the discipline.

4.08 The Company **recognizes the** right of the Union to appoint or select a negotiating committee comprising of four (4) employees and will **recognize** and deal with such committee with respect to negotiating the renewal or modification of this agreement at the proper time.

The Company further agrees to pay each member of the negotiating committee four (4) hours for **each** day spent in negotiations.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

5.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

5.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP NO. 1: The aggrieved employee shall present his grievance orally or in writing to his foreman. He shall have the assistance of his steward if he so desires. The foreman shall give his decision within three (3) working days following the presentation of the grievance to him. If the foreman's

decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

STEP NO. 2: Within three **(3)** working days after the decision is given at Step No. **1**, the aggrieved employee may, with or without his steward, present the grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to the Plant Manager, who shall consider it in the presence of the person or persons presenting same and the foreman, and render his decision in writing within three **(3)** working days following the presentation of the grievance to him. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows:

STEP NO. 3 : Within three **(3)** working days after the decision is given under Step No. **2** the aggrieved employee may submit his grievance to the General Manager and the employee, accompanied by the Chairman of the Plant Committee and his steward, shall meet as promptly as possible with the General Manager and such other person(s) as Management may desire, to consider the grievance. At this stage they may be accompanied by a **full-time** representative of the Union if his presence is requested by either party. The General Manager will render his decision in writing within three **(3)** working days following such meeting.

- 5.04** If final settlement of the grievance is not reached at Step No. **3**, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article VI below at anytime within ten **(10)** working days after the decision is given under Step **No.3**, and if no such written request for arbitration is received within the time limited, then it shall be deemed to have been abandoned.
- 5.05** Work load grievances and grievances not processed within the time limit set forth or not signed by an employee may be considered in the Grievance Procedure but in no event will be subject to arbitration.
- 5.06** A Union policy grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the bargaining unit or in regard to which a number of employees have signified an intention to grieve, may be brought forward by the Union Grievance Committee, in writing at Step No. **1** of the Grievance Procedure at any time within five **(5)** full working days after the circumstances giving rise to such policy grievance occurred and if it is not settled at this stage, it may go to Step No. **2** of the Grievance Procedure and ultimately to a Board of Arbitration in the same manner as a grievance of an employee.

ARTICLE 6 - ARBITRATION

- 6.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation of alleged violation of this agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 6 above, and which has not been settled, will be referred to a Board of Arbitration, at the written request of either of the parties hereto.
- 6.02 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.
- 6.03 Within five **(5)** working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.
- 6.04 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 person within seven **(7)** days of the notification mentioned in **6.03** above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairman.
- 6.05 The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.
- 6.06 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.
- 6.07 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 chairman.

ARTICLE 7 - MANAGEMENT GRIEVANCES

- 7.01 Any grievance instituted by management may be referred in writing to the Plant Committee within five **(5)** full working days of the occurrence of the circumstances giving rise to the grievance, and the Plant Committee shall meet within three **(3)** working days thereafter with management to consider the grievance, together with a full-time representative of the Union if his presence is requested by either party. If final settlement of the grievance is not completed within three **(3)** working days of such meeting, the grievance may be referred by either party, to a Board of Arbitration as provided in Article 6 at any time within ten **(10)** working days thereafter, but not later.

ARTICLE 8 - DISCHARGE CASES AND DISCIPLINARY RECORDS

8.01 A claim by an employee, who has completed the probationary period, that he has been discharged or suspended for more than three (3) days without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager at Step No. 2 of the Grievance Procedure within three (3) working days after the employee ceases working for the company. Such special grievances may be settled by:

- (a) confirming the Management's action in dismissing the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

It is agreed and understood that suspensions for three (3) days or less shall be processed in accordance with the provisions of Article 5 of this Agreement.

8.02 After discipline has been imposed, in the event an employee does not repeat any further misdemeanour of a similar nature for which the discipline was imposed for a continuous period of nine (9) months thereafter, then that original discipline which was imposed nine (9) months earlier will be destroyed.

ARTICLE 9 - NO STRIKES - NO LOCKOUTS

9.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Company agrees that there will be no lockout.

9.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 5 above.

9.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company at Step No. 3 of the Grievance Procedure.

9.04 The Union agrees that it will not involve any employee of the Company or the Company either directly or indirectly in any dispute which may arise between any other employer and the employees of such other employer. The Company will not require an employee to cross a legal picket line to deliver product to the struck premises.

ARTICLE 10 - WAGES

10.01 Schedule "A" hereto headed Skill grades and Wages is hereby made a part of this Agreement.

10.02 New Operations

When a new operation constituting a new job which is covered by the terms of this Agreement is established by the Company, the Company shall determine the skill grade level for such new operation and notify the Union of the same.

If the Union challenges the skill grade level, it shall have the right to request a meeting with the company to negotiate the appropriate skill grade level.

Such request shall be made in writing within ten **(10)** working days after receipt of notice from the Company of such new operation and grade level.

If notice requesting a meeting is not received within ten **(10)** working days of the date of the notice from the Company, the skill grade level in the Company's notification for the operation will be the agreed level for the-operation.

If the parties are unable to agree, the dispute concerning the new grade level may be submitted to arbitration as provided in this Agreement if submitted within fifteen **(15)** days of the meeting.

The decision of the Board shall be confined to establishing the appropriate skill grade level for the operation within the scheme of the skill grades set out in the schedules to this Collective Agreement taking into account reasonable and practical comparisons therein.

ARTICLE 11 - SHIFT PREMIUMS

11.01 (a) Effective on the date of ratification, a shift premium of forty **(40)** cents per hour shall be paid for all standard hours worked on a regular afternoon (second) shift and fifty-five **(55)** cents per hour for all standard hours worked on a regular night (third) shift.

(b) Effective June 1, 1992, a shift premium of forty **(40)** cents per hour shall be paid for all standard hours worked on a regular afternoon (second) shift and sixty **(60)** cents per hour for all standard hours worked on a regular night (third) shift.

(c) To qualify for a full shift premium on the afternoon (second) shift or night (third) shift, an employee must work fifty **(50%)** percent or more of his standard eights **(8)** hours on his respective shift.

- (d) For the purposes only of application of the fifty percent rule in Article 11 (c):
 - (i) hours worked between 3:30 p.m. and 11:30 p.m. are afternoon or second shift hours; and
 - (ii) hours worked between 11:30 p.m. and 7:30 a.m. are night or third shift hours.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

- 12.01 The following paragraphs and sections are intended to **define** the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 12.02 The standard work week shall consist of forty (40) hours per week, comprised of five (5) eight (8) hour days.
- 12.03
- (a) Overtime at the rate of time and one-half the employee's regular hourly rate shall be paid for all hours worked on Saturday and in excess of forty (40) hours per week or eight (8) hours per day and double the employee's regular hourly rate for all hours worked on Sundays.
 - (b) Overtime at the rate of double the employee's regular hourly rate shall be paid for all hours worked by the employee in excess of twelve (12) consecutive hours on a shift.
 - (c) For the purposes of application of overtime rates for employees regularly working **the** night shift (third shift):
 - (i) Saturday will be considered to commence at that time on Saturday when the regular Friday night shift has ended.
 - (ii) Sunday will be considered to commence twenty-four hours after the commencement of Saturday under (i) above and will run for a further period of twenty-four hours from that time.
- 12.04 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.
- 12.05 The Company will continue to provide an unpaid one-half (1/2) hour meal break approximately half-way through each shift.

ARTICLE 13 - VACATIONS WITH PAY

- 13.01 All employees who have acquired one (1) year's seniority with the Company prior to May 1st in any year shall receive to (2) weeks' vacation with pay at a time convenient to the Company and shall receive as vacation pay four (4%) percent of such employee's earnings for time actually worked for the Company during the twelve months immediately preceding May 1st in that year.
- 13.02 All employees who have acquired five (5) years' seniority with the Company prior to May 1st in any year (or within 60 days of May 1st in any year) shall receive three (3) weeks' vacation with pay at a time convenient to the Company and shall receive as vacation pay six (6%) percent of such employee's earnings for time actually worked for the Company during the twelve months immediately preceding May 1st in that year.
- 13.03 (a) All employees who have acquired ten (10) years' seniority with the Company prior to May 1st in any year (or within 60 days of May 1st in any year) shall receive four (4) weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay eight (8%) percent of such employee's earnings for time actually worked for the Company during the twelve months immediately preceding May 1st in that year.
- 13.04 All employees who have acquired nineteen (19) years' seniority with the Company prior to May 1st in any year (or within sixty (60) days of May 1st in any year) shall receive five (5) weeks' vacation with pay at a time or times convenient to the company and shall receive as vacation pay ten (10%) percent of such employee's earnings for time actually worked for the company during the twelve months immediately preceding May 1st in that year.
- 13.05 An employee who has ceased to be employed by the Company, other than being discharged for cause, before receiving his vacation pursuant to the provisions of this Article **shall be** entitled to receive vacation pay in accordance with the provisions of this Agreement.
- Employees shall receive an estimated amount of vacation pay at the time of taking vacation in proportion to the time taken.
The balance of vacation pay shall be paid by October 3 1st.
- 13.06 Where a plant holiday falls within an employee's annual vacation, the employee may elect to take an additional day's vacation or receive payment for the day in lieu.
If the employee elects to take an additional day's vacation, he shall notify his supervisor in writing prior to going on vacation. Such day shall be scheduled at a mutually agreeable time.

If an employee fails to notify his supervisor, he shall be paid for such plant holiday which occurs during the vacation period.

During those months other than June to September, an employee may elect to have the additional day's vacation added to his vacation period providing he requests this in writing within a reasonable time prior to going on vacation, (The "additional day" represents the plant holiday which falls within an employee's vacation.)

- 13.07 Employees should signify their vacation time preferences in writing to the Plant Supervisor by the **1st** day of April each year.

Subject to the efficient operation of the plant, vacations will be considered on the basis of seniority.

The final vacation schedule will be posted on the bulletin board by **May 15th**.

- 13.08 Employees who have signified pursuant to Article **13.07** a vacation time preference during the months June to September will be granted two **(2)** weeks vacation during prime vacation months or June to September inclusive. In recognition, however, of the fact that the Company's busiest production season falls within that same period, such vacations for those employees will be limited so that no more than ten **(10%)** percent of the employees within a department will be off for the same or an overlapping period of time except as may be designated by the Company in its discretion.

Subject to the foregoing ten **(10%)** percent rule set out earlier, more senior employees who require extended trips will be granted preference to the extent of four **(4)** weeks vacation.

- 13.09 No employee who is entitled to take two **(2)** weeks or more vacation time off during the vacation year shall take less than two **(2)** weeks vacation time off during that vacation year, **May 1st to April 30th**; no employee who is entitled to take less than two **(2)** weeks time off during a vacation year shall take less than the whole of his vacation time off during that vacation year, **May 1st to April 30th**.

- 13.10 The term "earnings" as used in this Article **13** for the purposes of vacation pay calculations shall have the same meaning as the term "wages" used for the same purposes in the Employment Standards Act of Ontario but shall also include vacation pay previously received during the prior vacation year and those **O.H.I.P.** premiums paid by the employer during the previous vacation year which are taxable as a benefit in the employee's hands.

ARTICLE 14 - PLANT HOLIDAY

14.01 (a) The following plant holidays, regardless of when they fall, will be granted with pay to all employees who have completed their probationary period:

New Year's Day	Labour Day
Good Friday	Fixed Floater
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	One-half day before New Year's Day

One half day before
Christmas Day

- (a) Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours he would normally have worked on such day. Each of the holidays will be observed Monday through Friday.
- (b) Fixed floater shall be taken between December **20th** and January **5th**. Article **14.02** will not apply to fixed Floater Holiday.

14.02 In order to be entitled to payment for a plant holiday, an employee **must have** worked the full working day immediately preceding the holiday and the full working day immediately following the holiday unless absent with permission of Management or for reasons beyond his control.

14.03 If an employee works on one of the above-named plant holidays, he shall receive payment at time and one-half for the hours actually worked by him in addition to receiving his holiday pay.

14.04 The Company agrees to pay employees collecting Indemnity Insurance or Compensation Benefits, the difference between such payments and regular holiday **pay**.

ARTICLE 15 - SENIORITY

- 15.01 (a) Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Company and shall be on a departmental and plant-wide basis.
- (b) For purposes of clarification and purposes of application of seniority, the following departments shall prevail:

- A) Raw Boning (including Emulsion and Injection)
- B) Portioning, Shaping and Finger Cutting
- C) Shipping (including Truck Driver)
- D) Receiving
- E) Breaded Lines (including Mixers)
- F) Clean Up (Sanitation and Janitorial)
- G) Maintenance
- H) Meat preparation (Cooler, Massage Room, and **Hydraflaker**)

When applying seniority, drivers will only be laid off or sent home after completing their day's run and having returned to the plant.

- 15.01(c)(i)** When layoff of more than one (1) hour but less than one (1) full shift occurs within skill grades I or II the most junior employee in the skill grade where the layoff occurs will be laid off. The employee laid off may elect to go home or bump the most junior employee in the other skill grade who has less seniority if he has the skill and the ability to perform the job.

In case bumping affects raw boning (which falls within skill Grade II) or portioning of meat (sill Grade I), the employee bumping must have passed the necessary skill test application to either raw-boning or portioning of meat as the case may be within the twelve (12) month period immediately preceding the layoff.

- 15.01(c)(ii)** When layoffs of one (1) day or more occur, plant wide seniority shall prevail, providing those retained can perform the required work satisfactorily.

- 15.01(c)(iii)** When layoff's of less than one full day occur, in grades 3 to 10 department seniority shall prevail, providing those retained can perform the required work satisfactorily. When less than one hour's work remains in a department, the Company will not be required to apply seniority.

- (d)** An employee with plant seniority who desires transfer to another department or job may submit a written application to the superintendent. If later a vacancy occurs in that department those with application on file shall be given consideration in order of seniority, provided they possess the necessary qualifications, an employee being transferred shall be given a reasonable amount of time to prove their ability. This clause only applies to employees who have attained seniority, but which is less than six (6) months.

- 15.02 An employee will be considered on probation for the first forty (40) working days, including statutory holidays as provided, and will have no seniority rights during that period. After forty (40) working days' service, his seniority shall date back to the day on which his employment began. The dismissal, lay-off or failure to recall after lay-off of a probationary employee shall not be the subject of a grievance.
- 15.03 Seniority lists will be revised each four (4) months; a copy of the list will be posted in the plant and a copy sent to the Union office. If an employee does not challenge the position of his name on the seniority list within the first five (5) working days from the date his name first appears on a seniority list, provided he is at work when the list is posted, then he shall be deemed to have proper seniority standing. In the event the employee is not at work he must object to his seniority standing within five (5) working days from the date he returns to work.
- 15.04 (i) Layoffs shall be based upon the following factors:
- (a) seniority; and
 - (b) skill and efficiency

Where the qualifications in factor (b) are relatively equal, seniority shall govern.

Bumping may occur in only the following circumstances: an employee who has completed the probationary period and who is faced with the loss of his normal job as a result of the permanent elimination of the operation he normally performs, may, where skill and efficiency are relatively equal displace the most junior employee in an equal rate skill grade if available, or, if not available, then in the next lower skill grade level.

- (ii) As agreed between the Union and the Company on February 27, 1986, when layoffs occur, employees hired on the same day in the same year will be laid off in alphabetical order: surname will be taken into consideration.

- 15.05 Seniority shall accumulate in the following circumstances only:
- (a) when off the payroll due to lay-off, sickness, or accident in which case seniority will continue to accumulate for a period of time equal to one year or the length of the employee's seniority whichever is the shorter;
 - (b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first three months of such leave;
 - (c) when absent on vacation or on plant holidays;

(d) when actually at work for the Company

15.06 Seniority shall terminate and an employee shall cease to be employed by the Company when he:

- (a) voluntarily quits his employment with the Company;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of twelve months, provided that in the event an employee is receiving Workers' Compensation payments such period shall be a continuous period of twenty-four months;
- (d) fails to report for work within two (2) working days after being notified by the Company following a lay-off, unless absent for a reason satisfactory to the Company;
- (e) fails to return to work upon the termination of an **authorized** leave of absence unless a reason acceptable to the Company is given; and
- (f) accepts gainful employment while on a leave of absence without first obtaining the consent of the company in writing.

15.07 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this agreement, and is later placed in a position within the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity up to a maximum of six (6) months.

15.08 It shall be the duty of each employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for **failure** of a notice to reach such employee..

- 15.09
- (a) Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence. The said employee on return to work will be returned to his regular job at the appropriate rate, provided he is able to do the required work satisfactorily.
 - (b) The Company shall bear the costs should it require an employee to be examined by a physician designated by the Company, such costs to include the costs of the examination, tests, and reports made by the physician to

the Company. (The Company's obligations regarding costs does not extend to the annual physical by the Department of Health for all employees).

15.10 Overtime on Saturdays, Sundays or Holidays

- (a) When the Company decides that overtime work is necessary throughout the period of Monday to Friday inclusive, it will be assigned to employees on the same shift who are performing the work required, provided they are ready and available for such work.
- (b) For Skill Grades I and II, when Saturday, Sunday or holiday overtime work is required, where skill and efficiency to perform the available work are relatively equal, it will be assigned to more senior employees in the plant who normally work on the shift the work is to be performed.

Provided that in the case of available overtime work involves raw-boning (which falls within Skill Grade II) or portioning of meat (Skill Grade I), in order to be qualified for the overtime work the employee must have also passed the necessary skill test application to either raw-boning or portioning of meat as the case may be within the twelve month period immediately preceding the overtime assignment.

Except in cases of emergency, the Company agrees to schedule a day shift before scheduling an afternoon **shift**.

- (c) In all other Skill Grades, available overtime work on Saturday, Sunday or holidays will be assigned to senior employees who normally perform the work on the shift available.
- (d) These provisions do not apply to employees classified in Maintenance Grades.
- (e) Any employee who is offered overtime work and refuses shall be deemed to have waived or abandoned his entitlement to overtime.

Employee who have volunteered for scheduled overtime and who without just cause do not show up for work, will not be offered future overtime for a period of fourteen (14) calendar days.

- (f) Where an employee works overtime on Saturday, Sunday or a holiday at an operation having a skill grade level and rate lower than his regular skill grade level and rate, the lower skill grade level and rate shall apply for that work notwithstanding any other provisions of the Collective Agreement (that is, no rate maintenance in this situation).

- 15.11 (a) The term “vacancy” for the purpose of this Article shall be defined as an opening in the departmental seniority list where the number of persons required by the Company exceeds the number employed therein due to an employee’s transfer, death, retirement, termination of employment, or an opening of a new department and the duration of which is expected to exceed fifty **(50)** working days. The vacancy will be posted for three **(3)** working days throughout the factory. Applications for transfer to a posted vacancy may be made in writing by employees throughout the factory who have more than six **(6)** months seniority. Only applications received in writing within five **(5)** working days from the date of the posting will be entertained; and the company will announce the results of the postings within ten **(10)** working days of the date the original posting was made.
- (b) In making a transfer, seniority will govern where skill, merit and ability are comparatively equal, it being understood that the Company will not be obligated to select an application if the applicant is not able to meet the normal requirements of the job. Nothing herein continued will prevent the Company from filling such vacancy with a candidate from outside the bargaining unit if non of the applicants from within the unit possess the necessary skill, merit and ability.
- (c) The job vacated by an employee transferred under these provisions will be posted but any subsequent vacancy resulting therein, will not be subject to posting.
- (d) An employee who is successful on a posted vacancy may not apply for another posted vacancy for a period of six **(6)** months unless otherwise agreed between the Company and the employee.
- (e) An employee who fails to fill the requirements of a posted vacancy, at the option of the company, will be transferred back to the department he worked in immediately proceeding the transfer if he would have continued to work in that department except for his selection to the posted vacancy, or to some other department, Such employee may not apply for another posted vacancy for a period of six **(6)** months.
- (f) In the case of arbitration, not more than one employee may claim an improper selection for the same posted vacancy.
- (g) The changes made in Articles **15.10** and **15.11 (d)** are to become effective in the next week following the date of ratification of this Agreement.

15.12 Transfers

- (a) An employee who is temporarily transferred for a continuous period of one (1) hour or more during a shift to an operation in a Skill Grade which has a higher rate of pay than his regular Skill Grade will receive the equivalent rate of pay in the higher grade for all continuous hours worked in the shift at the higher Skill Grade.
- (b) An employee who is temporarily transferred for a continuous period of thirty (30) consecutive calendar days or less to an operation in a Skill Grade which has a lower rate of pay than his regular Skill Grade shall continue to receive his regular rate up to the end of that thirty day period while working in that lower Skill Grade.
- (c) In the case of transfers of a permanent nature to a lower Skill Grade, an employee will receive the appropriate rate of pay for that lower Skill Grade to which he has transferred.

ARTICLE 16 - BULLETIN BOARDS

16.01 The Company agrees that the Union shall have the use of a notice board for the posting of Union notices. All such notices prior to posting must have the approval of management.

ARTICLE 17 - SAFETY AND HEALTH

- 17.01(a) The Company shall make provisions for safety and health of employees during the hours of their employment, protective devices on machinery and other devices which the Company deems necessary to properly protect employees from injury, shall be provided to the Company. The Company agrees to provide an adequately equipped first-aid room where employees may receive proper first-aid. Such facilities to be located in an area in the plant where it is easily accessible to all employees. The Company will provide a person holding a current first-aid diploma to assist employees requiring first-aid and to keep the room adequately equipped.
- (b) The Company shall provide two (2) pairs of safety boots to each employee per year. The type of shoe is to be selected by the Safety Committee.
- (c) The Company will provide a suitable two piece suit for the men working regularly in the freezers. The Company further agrees to provide the Sanitation Crew with a rainsuit. The type of rainsuit is to be selected by the Safety Committee.

17.02 There shall be a Safety Committee comprising of up to four (4) representatives appointed by Management and four (4) representatives appointed by Management and four (4) representatives (at least one to be selected from each shift) appointed by the Union.

The Safety Committee shall meet monthly provided that the committee itself may unanimously waive the meeting for any given month provided that no more Than two (2) consecutive monthly meetings may be waived. Minutes shall be kept of each meeting.

The parties agree that a schedule setting out the monthly dates for meetings of the Health and Safety Committee will be established annually in advance.

17.03 The Company will instruct its supervisors to rotate jobs within the same job classification and department which are usually tiresome due to exceptional conditions or circumstances.

17.04 **Technological Change**

In the event that the company introduces technological change in the form of new equipment, the parties agree that the following will occur.

- (i) Sixty days prior to production use of the new equipment, the company will notify the chief steward and provide him or her with a description and impact on the employees of the equipment to be introduced.
- (ii) After the chief steward is notified the Company agrees, if requested to do so by the Union, to meet with a committee of two representatives of the Union to discuss the impact of the technological change.
- (iii) Any employees laid off as a result of technological change still have access to Article 15.04 (i) of the Collective Agreement.
- (iv) Where an employee has been laid off due to technological change, no new employee will be hired until the job has been posted, the employee on lay off has been notified (by **mail** to his last known address) and given an opportunity to bid for such position under the terms and conditions of the Collective Agreement.

ARTICLE 18 - LEAVE OF ABSENCE

- (a) The Company may grant leave of absence up to four (4) weeks if an employee requests it in writing from the Management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the plant. The Company will reply to such request in writing within five (5) working days of the date of receipt of the request or sooner if possible.

In emergency situations (**ie.** death in an employee's family) the Company will respond promptly and in such cases both the request and the response may be verbal.

- (b) The company will grant leave of absence without pay to not more than two (2) employees to attend Union conventions and conferences for a period or periods not exceeding in the aggregate fourteen (14) days for any one employee in any one calendar year, provided that this shall not interfere with the efficient operation of the plant.

ARTICLE 19 - REST PERIODS

- 19.01 Employees shall be entitled to two (2) rest periods of ten (10) minutes each per eight (8) hour shift and in the event of employees being requested to work overtime, they shall be given a ten (10) minute rest period for each two (2) hours of overtime worked prior to commencing the required overtime.
- 19.02 The Company will instruct supervisors to take into consideration congestion a apron removal in regards to the length of time employees take for rest period, provided that employees make an effort to keep within the allotted ten minute periods.

ARTICLE 20 - REPORTING ALLOWANCE AND CALL IN PAY

- 20.01 Employees reporting for work as usual on a regular working day or' scheduled work as requested, unless notified by the previous day not to report, and for whom no work at his regular job is available, shall immediately be offered at least four (4) hours' employment in other work at the employee's regular straight time rate of wages or pay for the time worked, whichever is greater. This provision shall not apply if the failure to receive notice was caused by the employee's absence on the previous day or if the failure to provide work is due to causes beyond the Company's control.

ARTICLE 21 - BEREAVEMENT PAY

- 21.01 In the event of the death of a member of an employees' family, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3) days. This allowance will only be made where the circumstances require the employee's absence from work, the term "member of an employee's family" means a husband, wife, child, or parent, brother, sister, mother-in-law, or father-in-law. A one (1) day leave of absence will be granted in the event of the death of an employees grandparent or grandchild.

- 21.02 If an employee is unable to attend the funeral of a member of his “family”, he is not required to work on the day of the funeral and he shall receive eight (8) hours pay for that day, if lost time is involved.
- 21.03 The Company may require that satisfactory evidence of bereavement be furnished by an employee in the event of a claim under this Article XXI.

ARTICLE 22 - SICK AND WELFARE PLANS

- 22.01(a) During the lifetime of this Agreement, the Company will contribute one hundred (100%) percent of the billed premiums of **O.H.I.P.** with respect to all employees who have attained seniority on a single basis or a family basis, whichever is applicable provided that any female employee is not covered by her spouse under the appropriate regulations of **O.H.I.P.**
- (b) The Company will pay one hundred (100%) percent of the billed premiums of the Weekly Indemnity and Life Insurance Policy on behalf of employees who have attained seniority, and are eligible in accordance with the terms of the said Policy, which Policy shall provide the following benefits:
- (i) The Weekly Indemnity Plan shall be amended following ratification of this Agreement for employees who thereafter commence a new absence from work in circumstances where they qualify for Weekly Indemnity Benefits.

The Weekly Indemnity Plan will provide a maximum coverage of twenty-six (26) weeks and shall continue to provide a weekly indemnity allowance equivalent to sixty-six and two-thirds (66 2/3%) hundred (\$200) dollars, the maximum will be increased to match the Unemployment Insurance Commission Plan.

The Plan shall operate on the first day of accident, the first day of **hospitalization** and the fourth (4th) day of illness, provided the employee sees the doctor within a three day period of absence. The Plan will also be amended to incorporate the following **principles**:

- (A) The “weekly earnings” of an employee for the purposes of calculation of a week of indemnity allowance will be the average weekly earnings of the employee in the twenty (20) weeks immediately preceding the date the paid disability begins, provided that, there will be excluded from the twenty (20) weeks those weeks for which the employees:
1. was receiving **WCB** benefits;
 2. was receiving weekly indemnity benefits;
 3. was on vacation leave;
 4. was laid off.

- (B) Successive periods of disability shall be considered as one period of disability, unless the employee returns to work and completes at least four (4) complete consecutive weeks of active and full time service before commencement of the later disability or unless the later disability is due to causes wholly different from those of the prior disability and commences after the employee has returned to work.

(Therefore: 1) the waiting period will not be required again; and 2) only the unused balance of the twenty - six (26) weeks of benefits will be available to the employee.)

- (ii) Effective on ratification of this Agreement, **\$25,000 LIFE INSURANCE** coverage for all eligible-employees and the plan to continue to provide the Double Indemnity. Effective June 1, 1990 the above noted amount will be amended to read **\$30,000**.

Cheques are mailed to the Claimant as soon as is reasonably possible after it is received from the insurance company in the Company office. Appropriate income tax will be deducted so that the cheque from the insurance company will be net of income tax.

- (C) The Company shall assume the cost of a **\$10** single and **\$20** family deductible Extended Health Care Plan including semi-private hospital coverage for all eligible employees.
- (D) The Company will continue to pay the premiums for eligible employees in respect of the Basic Dental Plan with Rider I based on the **1991 O.D.A.** Schedule of Fees provided that the existing Plan is upgraded effective date of ratification to the **1991 O.D.A.** Schedule of Fees.

Effective June 1, 1994, the existing Plan will be upgraded to the **1992 O.D.A.** Schedule of fees.

- (E) The company will continue to pay the premiums for eligible employees in respect of the existing Eye Care Plan provided that the existing Plan shall be up-graded effective date of ratification to provided a subsidy of up to **\$130.00** every **twenty-four** months with no deductible, for either glasses or contact lenses.

22.02 Premiums for Benefits

The Company agrees to continue to pay the premiums for the various health and welfare benefits provided for in Article 22 of this Agreement on behalf of eligible employees for a period of one month only after such employee ceases to be actively and continuously at work.

That period of one month will be extended to three months only where the employee is not actively and continuously at work as a result of being entitled to and while receiving Weekly Indemnity Benefits pursuant to the Company Plan.

Furthermore that period of one month will be extended to twelve months only where the employee is not actively and continuously at work as a result of being entitled to and while receiving Workers' Compensation benefits due to an accident at the plant.

A return to active work for a period of less than thirty (30) continuous working days shall not be considered a return to active and continuous work for the purposes of reinstating the Company's obligations to pay premiums for benefits as provided for in this Article.

ARTICLE 23 - PENSION PLAN

23.01 The Company agrees to make the following contributions as per the schedule set out herein for all hours paid to a maximum of forty (40) hours per week for all non-probationary employees to the Canadian Commercial Workers Industry Pension Plan (C.C.W.I.P.P.). The Company further agrees to sign a Participation Agreement or any other necessary documents required.

Upon Ratification	0.32¢
May 31, 1996	0.37¢
May 31, 1997	0.40¢
Dec. 1, 1997	0.42¢

ARTICLE 24 - GENERAL

24.01 In the event of a discharge, suspension for more than three (3) days or layoff of an employee for a period in excess of the day, the Company will advise the Plant Chairman and the Union office of such event.

24.02 The Company will not assign work normally performed by employees in the bargaining unit to foreman to the extent that as a result employees in the bargaining unit are laid off, sent home without completing their normal day's work or deprived of overtime.

24.03 For all drivers who have completed their probationary period, the company will provide a uniform as follows: 2 pairs of pants, 3 shirts, 2 jackets, 1 hat.

24.04 The Company agrees to contribute effective date of ratification and for the duration of the Collective Agreement one cent (0.01 ¢) per regular hour per



employee except for summer students to the **UFCW Local 175 Training & Education Fund** which will be forwarded to the Union Office every four (4) week period.

- 24.05 The Company agrees to pay half the cost of the printing of the Collective Agreements.

ARTICLE 25 - UNION SECURITY

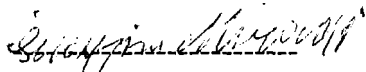
- 25.01 During the lifetime of this Agreement the Company shall deduct from the pay of all employees who have acquired seniority covered by this Agreement on the first pay day of each calendar month the sum of **\$???** and shall remit same prior to the end of such month to the Financial Secretary of the Union. The said sums shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union. The Company shall further deduct from the pay of all new employees when they attain seniority the duly **authorized** fee in accordance with the Union Constitution.

ARTICLE 26 - TERMINATION

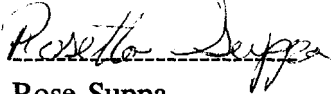
- 26.01 This Agreement shall remain in full force and effect **from June 1, 1995 to May 31, 1998, and** shall continue in force from year to year thereafter unless in any year not 'more than sixty days, and not less than thirty days, before 'the day of its termination, either party shall furnish the other with notice of, or proposed revision of, this Agreement.
- 26.02 Wages
- (a) Notwithstanding the stated effective date of this agreement, it is understood and agreed between the parties that all improvements herein stipulated over those set out in the previous Agreement shall be effective from the ratification date of this Agreement unless otherwise specified herein.
 - (b) Effective **June 1, 1995** there will be a thirty-five cents (**\$0.35**) increase to all wage rates in all classifications. **June 1, 1996** a further **35¢** - **June 1, 1997** - **40¢**.
 - (c) It is understood that increases in wage rates on Schedule "A" as a result of classification or grade level adjustments will not be made retroactive.

IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first above written. Executed on this 7th day of March 19 96, at Brampton Ontario.

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175 A.F.L., C.I.O.,
C.L.C.



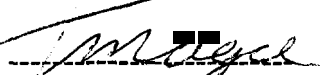
Giuseppina Mirarchi



Rose Suppa

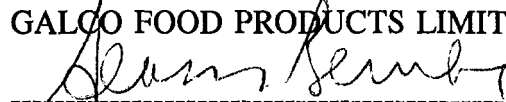
Steve Winfrey

Patrick Charles



Teresa Suppa-Magee

GALCO FOOD PRODUCTS LIMITED



Alain Berube

Brian O'Leary

Bock Lee



SCHEDULE "A"

SKILL GRADES AND WAGES

SKILL GRADES	JUNE 1, 1995	EFFECTIVE JUNE 1, 1996	EFFECTIVE JUNE 1, 1997
Grade I All operations not listed in higher skill grades	\$13.30	\$13.65	\$14.05
Grade II Raw Boning (Removal of Meat from carcasses or parts)	\$13.65	\$14.00	\$14.40
Hanging			
Tending Circular Cut-up Saw			
Pulling Skin on line and in the Portioning room involving work in progress			
Wing Splitting			
Quality Control (laboratory)			
Meat Shovellers (Finger line, Formax line, Roast line)			
D.S.I. Machine Portioned Meat Pack Out			

Grade III	Dry Warehousing Control Major Clean up and Sanitation (not janitorial or garbage)	\$14.20	\$14.55	\$14.95
	Line Supplying (not simply operating Power Hand Truck)	\$14.20	\$14.55	\$14.95

Massage Room
Control

Cooler Warehousing
Control

Machine and/or Line
Operating (required
to maintain, adjust
and operate) one of
the following machines
and/or lines:

K.F.C. Line
(a) Operating a patty
line or complex
which includes
breadding, batter,
predust and batter
mixer machines

(b) Operating the
formax machine

Boning Line Dumping will be paid Grade III (until the installation of a lifting device at which time it will revert back to Grade II.

(c) Operating the Co2
preblend massage
machine

Patty Lines

- (a) Operating a patty line or complex which includes **breader**, batter, and **formax** machines
- (b) Operating the **Co2 preblend** massage machine

Finger Line

- (a) Operating the Finger making line or complex which includes the batter, **breader**, **predust** and batter mixing machines

Fryer line

- (a) Operating the **Frier** Line or complex

- (b) Operating the batter/breading line or complex

\$14.20	\$14.55	\$14.95
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Emulsion Machine
Operating

\$14.20	\$14.55	\$14.95
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Silent Cutter
Operating

Grade V	Receiving	\$14.70	\$15.05	\$15.45
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Grade VI
Truck Driver
shipping
Freezer
Warehousing

\$14.95	\$15.30	\$15.70
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Grade VII	Maintenance III - Handyman	\$16.02	\$16.37	\$16.77
Grade VIII	Experienced and skilled Mechanic not holding current papers	\$17.70	\$18.05	\$18.45
Grade IX	Experienced and skilled tradesman holding current papers in a required trade	\$18.95	\$19.30	\$19.70
Grade X	Electrician	\$19.95	\$20.30	\$20.70

MAINTENANCE APPRENTICES.

Enrolled in a Certificate Course in a Required Trade

	June 1, 1995	June 1, 1996	June 1, 1997
1st Year Active Service	\$13.12	\$13.47	\$13.87
2nd Year Active Service	\$14.07	\$14.42	\$14.82
1st Year Active Service	\$13.89	\$14.24	\$14.64
2nd Year Active Service	\$14.82	\$15.17	\$15.57
3rd Year Active Service	\$15.57	\$15.92	\$16.32
4th Year Active Service	\$16.57	\$16.92	\$17.32
3rd Year Active Service	\$16.32	\$16.67	\$17.07
4th Year Active Service	\$17.32	\$17.67	\$18.07

(a)(1) The starting rate will be **fifty (50)** cents less than the applicable full rate for the skill grade until completion of the probationary period.

(a)(2) Progression rates for employees hired after date of ratification for skill grades I, II, III.

0-12 months **75 %** of wage rate
12-15 months **80%** of wage rate
15-18 months **85 %** of wage rate
18-21 months **90%** of wage rate
more than 2 1 months **100 %** of wage rate

- (b) Upon becoming a journeyman, a maintenance apprentice will be regrouped to the appropriate skill grade.
- (c) Lead Hand Rates: The Company may appoint lead hands who will receive **seventy-five (75)** cents above the rate for their skill grade while so acting. Lead Hands shall be a member of the bargaining unit and as such shall not have the power to hire, fire, or discipline.

LETTER OF AGREEMENT

Re: Attendance Programs

In the event the Company proposes to introduce a new Attendance Program it will discuss the matter with **the** Employee-Employer Relations Committee prior to implementation.

GALCO FOOD PRODUCTS LIMITED

Paul Lee

Alvin Kumbi

**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION**

J Magee

LETTER OF AGREEMENT

Re: Temporary Positions

We wish to **confirm** our understanding that the Company will post certain temporary positions which become available in the plant.


The posting itself will have the word "TEMPORARY POSITION" clearly stated.

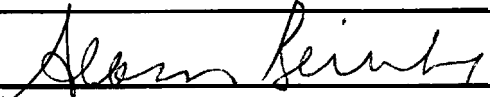
Positions made available due to vacation schedule are not considered "TEMPORARY POSITION" and therefore will not be posted.

Where the Company wishes to fill a temporary vacancy which it reasonably anticipates will exceed twenty working days in Grade II or a higher grade, it will post the position as a "TEMPORARY POSITION" provided:

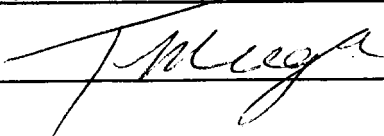
- (i) only persons from the same shift may apply;
- (ii) the procedure in Article 15.11 of the Collective Agreement will be followed;
- (iii) the Company can fill in its discretion any such vacancy until the selection process is complete;
- (iv) it is understood that Article 15.11 (d) does not apply to temporary positions;
- (v) Article 15.11(C) will be amended for temporary positions so that only the original vacancy will be posted by the Company; and
- (vi) Notwithstanding any other provisions in the Collective Agreement a successful applicant from a higher grade will get the pay rate for the lower grade which he has bid.

GALCO FOOD PRODUCTS LIMITED





**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION**



LETTER OF AGREEMENT

Re: Pay Cheques

In the event there is an error in any employee's pay cheque to the extent of four (4) hours pay or more, the Company upon being advised of the error, will issue a separate cheque by the next pay period.

GALCO FOOD PRODUCTS LIMITED

**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION**

Bob Lee

Alain Beirbe

J. M. [unclear]

LETTER OF INTENT

Effective November 12, 1993

It is the Company's intention to carry on the actual practice (based upon seniority) concerning employee temporary transfers of more than one (1) hour.

COMPANY

UNION

Bob Lee

Alan Smith

Tracy

LETTER OF AGREEMENT

Subject: Seven (7) Day Operation

1. The Parties agree that it may eventually be necessary to establish, for certain operations, a workweek spread over seven (7) days, depending upon the requirements of the business. The Company will inform the Employees and the Union a minimum of thirty (30) days in advance.
2. In the event that a seven (7) day workweek is implemented, no permanent Employees as at date of ratification of the collective agreement will be required to work on a weekend shift unless they choose otherwise.
3. Employees who have completed the probationary period and who have their workweek affected by the establishment of a seven (7) day work week may, where skill and efficiency are relatively equal, displace the most junior employee in an equal rate skill grade if available, or, if not available, then in the next lower skill grade level.
- 4.A) The standard workweek shall consist of:
 - . Five (5) consecutive days of eight (8) hours (afternoon shift-production), or
 - . Four (4) consecutive days of ten (10) hours (day shift-production), or
 - . Three (3) consecutive days of ten (10), twelve (12), and twelve (12) hours (Total of 34 hours). Friday to Sunday.
 - . From Monday 0H00 to Sunday 24H00.
- B) The three (3) consecutive day shift, Friday to Sunday will be a new shift. Employees hired for the three day shift will be classified as full-time employees covered by this Collective Agreement.

-The following provisions of this letter apply to employees on a seven (7) day operating schedule.

SEVEN (7) DAY OPERATION (continued)

6.03 Arbitration

“Working days”, as referred to in this Agreement, shall be defined as Monday to Friday inclusive.

7.01 Management Grievances “Working days”, as referred to in this Agreement, shall be defined as Monday to Friday inclusive.

10.02 Wages, new operations “Working days”, as referred to in this Agreement, shall be defined as Monday to Friday inclusive.

15.11 (A) Overtime, regular days off or holidays

Replace reference to **3,5** and **10** working days by **7,7,14** calendar days.

11.01 (C) Shift Premium

Standard eight **(8)**, ten **(10)** or twelve **(12)** on his respective shifts.

12.02 Article 12 - Hours of Work and Overtime

a) The standard work week shall consist of forty **(40)** hours (thirty four **(34)** hours in the case of a three **(3)** days work week) Monday **00H00** to Sunday **24H00**.

b) The standard work day shall be:

- (five) **5** consecutive days of eight **(8)** hours (afternoon **shift-production**), or

- (four) 4 consecutive days of ten **(10)** hours (day shift-production), or

- (three) 3 consecutive days of ten **(10)** and twelve **(12)** and twelve **(12)** hours. Friday to Sunday.

12.03 (A) Overtime at the rate of time and one half the Employee’s regular hourly rate shall be paid for all overtime hours worked in excess of the standard work week or the standard workday and double the Employee’s regular hourly rate for all overtime hours worked on Sundays providing Sunday is not a standard workday in which case time and one half the Employee’s regular hourly rate shall apply.

12.03 (B) Add at the end: provided it is not a three **(3)** day work week.

ARTICLE 14 - PLANT HOLIDAYS

14.01 second a) becomes **b)**
b) becomes **c)**

14.01 b) to replace “Monday through Friday” by “during the employees regular work week”.

15.10 Overtime on Regular Days Off

- a) When the Company decides that overtime work is necessary throughout the regular work week, it will be assigned to employees on the same shift who are performing the work required, provided they are ready and available for such work.
- b) For Skill Grades I and II; if overtime is required during the individuals day off or a statutory holiday, where skill and efficiency to perform the available work are relatively equal, it will be assigned to more senior employees in the plant who normally work on the shift the work is to be performed.

Provided that in the case of available overtime work involves raw-boning (which falls within Skill Grade II) or portioning of meat (Skill Grade I), in order to be qualified for the overtime work the employee must have also passed the necessary skill test application to either raw-boning or portioning of meat as the case may be within the twelve month period immediately preceding the overtime assignment.

Except in cases of emergency, the Company agrees to schedule a day shift before scheduling an afternoon shift.

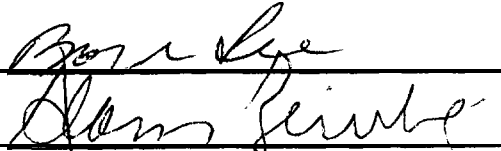
- c) In all other Skill Grades, available overtime work on regular days off or holidays will be assigned to senior employees who normally perform the work on the shift available.
- d) These provisions do not apply to employees classified in Maintenance Grades.
- f) Where an employee works on regular days off or a holiday at an operation having a skill grade level and rate lower than his regular skill grade level and rate, the lower skill grade level and rate shall apply for that work notwithstanding. any other provisions of the Collective Agreement (that is, no rate maintenance in this situation).

ARTICLE 19 - REST PERIODS

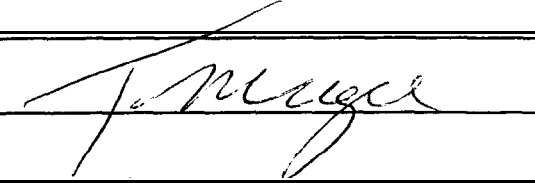
19.01 following adjustments will be made

8 hours/day: two (2) 10 minute breaks
10 hours/day: three (3) 10 minute breaks
12 hours/day: four (4) 10 minute breaks

GALCO FOOD PRODUCTS LIMITED



**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION**



LETTER OF AGREEMENT

Re: Temporary Personnel


Definition:

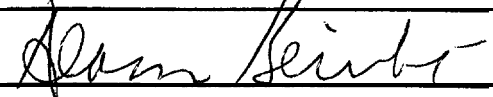
Temporary personnel is an on call employee whose presence at work is required occasionally to replace an absent employee.

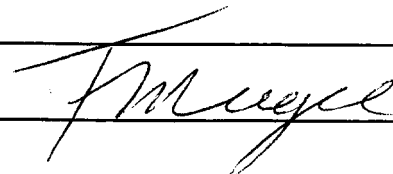
1. The Company may call in temporary personnel to replace full-time employees who are absent from work due to illness, accident, vacation outside the normal vacation period, **authorized** leave of absence and parental leave.
2. Temporary employees will pay union dues, and will be paid at the rate of the job which they are replacing, and they will not have benefit coverage.
3. Temporary personnel will not be used when a layoff is in effect unless the laid off employees choose not to accept the recall.
4. Temporary personnel will not perform overtime work normally done by a regular full-time employee, unless the overtime has been refused by all regular full-time employees.
5. The Company agrees that this letter will not be in effect and temporary personnel will not be called in until Articles **15.11 and 15.12 have been exhausted and the** regular full-time employees have been given the opportunity to replace extended temporary absences (vacations, parental leaves, weekly indemnity, workmen compensation and **authorized** leave of absence).

GALCO FOOD PRODUCTS LIMITED

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION







LETTER OF AGREEMENT

Re: Direct Deposit

The Company will offer the option of direct deposit to all Employees who so wish it and all others will be issued a standard pay cheque.

GALCO FOOD PRODUCTS LIMITED

**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION**

Bob Lee

Don Smith

Tommy

John Smith

John Smith
