

# AGREEMENT

Between

**GALCO FOOD PRODUCTS LIMITED**

**and**

**UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION**

**LOCAL 175, A.F.L., C.I.O., C.L.C.**

Name .....

Address .....

Phone .....

Soc. Ins. No. ....

Work Address .....

Work Phone .....

Union Steward .....

Phone .....

**United Food & Commercial Workers  
U.F.C.W. Locals 175 and 633  
2200 Argentia Road  
Mississauga, Ontario L5N 2K7  
Phone: (905) 821-8329**

**Toll-free outside Metro Toronto  
1-800-565-8329  
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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 40,000 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,  
Michael J. Fraser, President,  
U.F.C.W. Local 175.

## OFFICERS



**Michael J. Fraser**  
President



**Wayne Hanley**  
Secretary-Treasurer



**Betty Pardy**  
Recorder



**Ron Springall**  
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 40,000 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 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 **40,000** 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**

Michael J. Fraser, Mississauga

#### **SECRETARY-TREASURER**

Wayne Hanley, Oakville

#### **RECORDER**

Betty Pardy, London

#### **VICE-PRESIDENTS**

Rick Alagierski, Mississauga

Toni Armstrong, Hawkestone

Bryan Braithwaite, Chatham

John Brodhagen, Chesley

Judith Burch, Sutton West

Freda Courtnage, Brantford

Bruce Dosman, Hanover

Colby Lynn Flank, Thunder Bay

David Fox, Napanee

Sheila Grant, Belleville

Wayne Harbin, Guelph

Tim Kelly, Stratford

Masood Khan, Scarborough

Cliff Kostyniuk, St. Catharines

Marilyn Lang, Cobourg

Angus Locke, Kitchener

Julie Marentette, Belle River

Rosemarie Mathieu, Oshawa

Rodney Merkley, Thunder Bay

James Montgomery, Welland

Pat Newell, Port Hope

Philip Palahnuk, Waterford

Cindy Rarie, Kenora

Leslie Sardo-Viscuglia, Hamilton

Ron Springall, Kitchener

Margaret White, Trenton

Thomas Williams, Colborne

Coreena Zurkan, Kenora

### **LOCAL 633 EXECUTIVE BOARD**

#### **PRESIDENT**

Dan Bondy, Amherstburg

#### **SECRETARY-TREASURER**

Linval Dixon, Pickering

#### **RECORDER**

Patricia Bain, Dundalk

#### **VICE-PRESIDENTS:**

Sherry Casagrande, Sault Ste. Marie

Neil Hotchkiss, McGregor

Roy Reed, Orillia



## 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 workers 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. 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.

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 700 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 700 hours. Medical reports are necessary.



**Maternity Benefits:**

You must have worked and paid EI premiums for at least 700 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 10 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. The time allotment may be extended to 15 weeks if the child is six months or older at the time of arrival in your home and suffers from a physical, psychological or emotional condition that requires extended care. The benefits can be claimed by one parent or split between the two, but if they are split, each parent will have a two week waiting 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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## **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.

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 restrict-

ing 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 co-operate 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) work-

ing 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 Commit-

tee, 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 misdemeanor 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

- (a) standard work week shall consist of forty (40) hours per week, comprised of five (5) eight (8) hour days.

- (b) **The Company agrees that if a change in start times is required the employees affected will receive twenty-four (24) hours notice prior to the change.**

**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 sen-



iority 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 31st.

**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.

- (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 (skill 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.

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

dent 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 ability 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 preceding 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) **Safety Boots**

**Effective the date of ratification, the Company agrees to provide an allowance of \$75.00 per year for the purchase of safety boots upon presentation of a receipt. The allowance may be used towards multiple purchases. The Company will continue to supply rubber boots to those employees who prefer rubber boots.**

(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 and 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) UFCW TRUSTEED DENTAL PLAN**

- (a) As soon as the current contract for dental care can be terminated or at the latest on December 7, 1998 the Company agrees to contribute .23¢ (twenty-three cents) per hour, for all hours paid and worked to the UFCW Trusteed Dental Plan. Hours paid and worked is defined as regular hours, vacation, paid holidays and sick days to a maximum of 40 hours per week per employee, but shall not include overtime or weekly indemnity payments. The Company will also be responsible to pay any applicable taxes.
- (b) The Company agrees to sign the Participation Agreement.
- (c) The Company shall forward all contributions together with a list of all employees and the number of hours paid and worked for each employee in each reporting period within 15 (fifteen) days following the end of each of the Company's accounting periods.
- (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 provide a sub-

**sidy of up to \$150.00 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 at work.

That period of one month will be extended to three months only where the employee is not actively 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 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) working days shall not be considered a return to active 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 indicated below 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.

**Effective June 1, 1998, the Company will contribute an**

**additional .05¢ (five cents) per hour per employee to the Canadian Commercial Workers Industry Pension Plan (total contributions .47¢ (forty-seven cents) per hour per employee for all hours paid to a maximum of 40 (forty) hours per week.**

**Effective June 1, 1999 the Company will contribute June 1, 1999 the Company will contribute an additional .05¢ (five cents) (to the CCWIPP) per hour per employee. (Total contributions .52¢ per hour per employee for all hours paid) to a maximum of 40 hours per week.**

#### **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.

**24.06** The Company agrees to maintain its' current practise regarding clean up time.

#### **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, 1998 to May 31, 2000, 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, 1999 there will be a fifteen cent (0.15¢) increase to all wage rates in all classifications. Effective December 1, 1999 a further ten cent (.10¢) increase to all wages and classifications.

(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.

Union

**Giuseppina Mirarchi**  
**Maria Cabral**  
**Hillary Bonas**  
**Frank Roberts**  
**Kate Chrysler**  
**Teresa Suppa-Magee**

Company

**Brian O'Leary**  
**Bock Lee**

## SCHEDULE "A"

### SKILL GRADES AND WAGES

SKILL GRADES	EFFECTIVE JUNE 1, 1998	EFFECTIVE JUNE 1, 1999	EFFECTIVE DECEMBER 1, 1999
Grade I			
All operations not listed in higher skill grades	\$14.05	\$14.20	\$14.30
Grade II			
Raw Boning (Removal of Meat from carcasses or parts)	\$14.40	\$14.55	\$14.65
Hanging	\$14.40	\$14.55	\$14.65
Tending Circular Cut-up Saw	\$14.40	\$14.55	\$14.65
Pulling Skin on line and in the Portioning room involving work in progress	\$14.40	\$14.55	\$14.65
Wing Splitting	\$14.40	\$14.55	\$14.65
Quality Control (laboratory)	\$14.40	\$14.55	\$14.65
Meat Shovellers (Finger line, Formax line, Roast line)	\$14.40	\$14.55	\$14.65



SKILL GRADES	EFFECTIVE JUNE 1, 1998	EFFECTIVE JUNE 1, 1999	EFFECTIVE DECEMBER 1, 1999
D.S.I. Machine Portioned Meat Pack Out	\$14.40	\$14.55	\$14.65
Grade III			
Dry Warehousing Control Major Clean up and Sanitation (not janitorial or garbage)	\$14.95	\$15.10	\$15.20
Line Supplying (not simply operating Power Hand Truck)	\$14.95	\$15.10	\$15.20
Massage Room Control	\$14.95	\$15.10	\$15.20
Cooler Warehousing Control	\$14.95	\$15.10	\$15.20
Machine and/or Line Operating (required to maintain, adjust and operate) one of the following machines and/or lines:	\$14.95	\$15.10	\$15.20

SKILL GRADES	EFFECTIVE JUNE 1, 1998	EFFECTIVE JUNE 1, 1999	EFFECTIVE DECEMBER 1, 1999
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**K.F.C. Line**

(a) Operating a patty line or complex which includes breadng, batter, <del>pre</del> ust and batter mixer machines	\$14.95	\$15.10	\$15.20
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(b) Operating the <del>form</del> ax machine	\$14.95	\$15.10	\$15.20
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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 <del>pre</del> blend massage machine	\$14.95	\$15.10	\$15.20
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**Patty Lines**

a) Operating a patty line or complex which includes <del>bread</del> er, batter, and <del>form</del> ax machines	\$14.95	\$15.10	\$15.20
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b) Operating the Co2 <del>pre</del> blend massage machine	\$14.95	\$15.10	\$15.20
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SKILL GRADES	EFFECTIVE JUNE 1, 1998	EFFECTIVE JUNE 1, 1999	EFFECTIVE DECEMBER 1, 1999
<b><u>Finger Line</u></b>			
a) Operating the Finger making line or complex which includes the batter, breader, predust and batter mixing machines	\$14.95	\$15.10	\$15.20
<b><u>Fryer line</u></b>			
a) Operating the FryerLine or complex	\$14.95	\$15.10	\$15.20
b) Operating the batter/ breading line or complex	\$14.95	\$15.10	\$15.20
Emulsion Machine Operating	\$14.95	\$15.10	\$15.20
Silent Cutter Operating	\$14.95	\$15.10	\$15.20
Grade V			
Receiving	\$15.45	\$15.60	\$15.70
Grade VI			
Truck Driver Shipping Freezer Warehousing	\$15.70	\$15.85	\$15.95

SKILL GRADES	EFFECTIVE JUNE 1, 1998	EFFECTIVE JUNE 1, 1999	EFFECTIVE DECEMBER 1, 1999
Grade VII			
Maintenance III - Handyman	\$16.77	\$16.92	\$17.02
Grade VIII			
Experienced and skilled Mechanic not holding current papers	\$18.45	\$18.60	\$18.70
Grade IX			
Experienced andskilled tradesman holding current papers in a required trade	\$19.70	\$19.85	\$19.95
Grade X			
Electrician	\$20.70	\$20.85	\$20.95

## MAINTENANCE APPRENTICES

Enrolled in a Certificate Course in a Required Trade

	June 1, 1998	June 1, 1999	Dec. 1, 1999
1st Year Active Service	\$13.87	\$14.02	\$14.12
2nd Year Active Service	\$14.82	\$14.97	\$15.07
1st Year Active Service	\$14.64	\$14.79	\$14.89
2nd Year Active Service	\$15.57	\$15.72	\$15.82
3rd Year Active Service	\$16.32	\$16.47	\$16.57
4th Year Active Service	\$17.32	\$17.47	\$17.57
3rd Year Active Service	\$17.07	\$17.22	\$17.32
4th Year Active Service	\$18.07	\$18.22	\$18.32

- (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 prior to November 7, 1998 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 21 months 100% of wage rate
- (a)(3) **Progression rates for employees hired after the date of ratification November 7, 1998 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**  
**21-27 months 95% of wage rate**  
**more than 27 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.
- (d) **All current employees (as at November 7, 1998), including all temporary employees will continue to progress through the progression schedule as set out in (a)(2) of Schedule A in the Collective Agreement.**

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.

COMPANY

UNION

## 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 schedules are not considered "TEMPORARY POSITIONS" 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 15.1 l(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.

COMPANY

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.

COMPANY

UNION

**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

## 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 skillgrade 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.

### **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

COMPANY

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).
6. The Company will provide a list of the employees who are being replaced and their shift; the reason for the replacement and the period of time the employees will

be absent for. The list will be forwarded to the Union office on a weekly basis. A copy of such list will also be provided to the chief steward and all the Union stewards.

COMPANY

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.

COMPANY

UNION

## NORTHERN REGION



**Ron Springall**  
Executive Assistant/Director



**Bill Kaika**  
Union Representative



**Colby-Lynne 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



**John Feller**  
Director



**Gay Bromley**  
Union Representative



**Dan Lacroix**  
Union Representative



**Ivo Miller**  
Union Representative



**Woody Zych**  
Union Representative



**Luc Lacroix**  
Union Representative

**REGIONAL OFFICE:**  
20 Hamilton Ave. ~~North~~ Ottawa, Ont. K1Y 1B6  
Phone: (613) 725-2154 Fax: (613) 725-2328  
(800) 267-5295

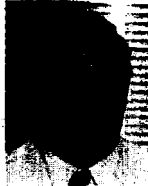
## SOUTHWEST REGION



**Jim Andress**  
Director



**Wendy Absalom**  
Union Representative



**Steve Springall**

Union Representative



**Susan Bayne**

Union Representative



**John DiFalco**  
Union Representative



**A.G. Sherman**  
Union Representative

### REGIONAL OFFICE:

124 Sydney St. South, Kitchener, Ont. N2G 3V2  
Phone: (519) 744-5231 Fax: (519) 744-8357  
(800) 265-6345

## CENTRAL; REGION



**Jim Hastings**  
Director



**Mike Brennan**  
Union Representative



**Kathie Chrysler**  
Union Representative



**Jerry Clifford**

Union Representative



**Bob Morin**  
Union Representative



**Bob Serbin**  
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 con't



**Jay Nair**  
Union Representative



**Brian Noonan**  
Union Representative



**Fernando Reis**  
Union Representative



**Larry Bain**  
Union Representative



**Teresa Suppa-Mo Tico**  
Union Representative



**Barry Sutton**  
Union Representative

### REGIONAL OFFICE:

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Phone: (905) 821-8329 Fax: (905) 821-7144

Toll-free outside Metro Toronto

(800) 565-8329

## SOUTH-CENTRAL REGION



**Dan Onichuk**  
Director



**Reg Baughan**  
Union Representative



**Sharon Gail**  
Union Representative



**J.D. Hobbs**  
Union Representative



**Richard Woodruff**  
Union Representative

**REGIONAL OFFICE:**  
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Mississauga, Ontario L5N 2K7  
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Toll-free outside Metro Toronto  
(800) 565-8329

# ORGANIZING TEAM

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



**Mark Flannigan**  
Organizing Co-ordinator



**Serge Castonguay**  
Union Representative



**Kevin Dowling**  
Union Representative



**Michael Duden**  
Union Representative



**Sylvia Groom**  
Union Representative



**Rick Wauhkonen**  
Union Representative



**BENEFIT DEPARTMENT**  
**(906) 821-8329 (800) 565-8329**



**Herb MacDonold**  
**Benefits Co-ordinator**



**Karl Goennemann**  
**Benefits Representative**

**LEGAL DEPARTMENT**

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



**Kelvin Kucey**  
**Legal Counsel**



**Georgina Watts**  
**Legal Counsel**

**ADMINISTRATION**

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



**Robert Linton**  
**Communications**  
**Representative**