

AGREEMENT

BETWEEN

OLYMEL s.e.c./l.p.

318, Orenda Road
Bramalea, Ontario

(hereinafter called the «Company»)

OF THE FIRST PART

AND

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

(hereinafter called the «Union»)

OF THE SECOND PART

2009 – 2013

00268 (10)

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PREAMBLE

Whereas, it is the desire of both parties to this Agreement:

- a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and employees;
- b) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, fairness, etc.
- c) to encourage efficiency in operation;
- d) to promote the morale, well being and security of all employees in the bargaining unit of the Union.

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 **RELATIONSHIPS**

- 2.01 Subject to the provisions of the Ontario Labour Relations Act, it is agreed that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing 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 of 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.

- 2.04 No discrimination

Both parties agree that all employees are entitled, in complete equality, to the recognition and exercise of all rights and privileges of the Collective Agreement, without discrimination, distinction, exclusion or preference based

on race, colour, sex, age, marital status, religion, political convictions, language, ethnic, national origin, sexual orientation or disability.

A distinction, exclusion or preference based on the aptitudes or qualifications required for an employment is deemed not discriminatory. Also, a difference in salary or wages based on experience, seniority, years of service or overtime is not considered discriminatory if such criteria are common to all members of the personnel.

The Company maintains in force a policy to prevent harassment and violence in the workplace. Any issues arising on these subjects can be addressed by the employee/employer relation committee.

ARTICLE 3 **MANAGEMENT RIGHTS**

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

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall be given to the committee and an opportunity given to them to make representations;
- d) determine the nature and kind of business conducted by the Company, the kinds of locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of productions, 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 eleven (11) stewards, three (3) from the day shift, three (3) from afternoon shift, two (2) from the night shift, and two (2) from the weekend 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 chief steward, 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 chief steward until it has been so notified. The plant committee consists of all stewards and the chief steward.
- 4.02 The parties mutually agree that there shall be an Employee/Employer Relations Committee composed of no less than two (2) representatives of the Employer, four (4) representatives of the Union which comprises of one (1) from day, one (1) from afternoon, one (1) from weekend, Chief steward and Union representative who shall meet once monthly for the purposes of consultation and communication of information on matters of mutual concern relating to day-to-day working problems.
- 4.03 The Company undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.
- 4.04 The Union undertakes to secure from its officers, stewards and members, their co-operation with the Company and with all persons representing the Company in a supervisory capacity.
- 4.05 The privilege 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 of the employees' choice shall be immediately available provided a steward is on duty.
 - 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) i) The Employer agrees that whenever a meeting is held with an employee where the subject matter is intended to become part of such employee's record regarding discipline, a steward will be present as a witness. The employee may request that the steward leave the meeting.

ii) In the event a steward is not available, this condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will then be postponed until the steward is available.

iii) If there is no steward on the shift, it is understood that the employee will have the right to another bargaining unit employee on the shift to serve as a witness for him or her. It is further understood that the employee will have the right to choose his or her witness.

iv) If the meeting is held without the steward, any conclusions, verbal or written, will be null and void except in the case where the employee requested the steward to leave.

b) In the event an employee is suspended or discharged while at work he shall be given an opportunity to interview his steward in 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 the chief steward, and will recognize and deal with such committee with respect to negotiating the renewal or modification of this agreement at the proper time.

Employees who are appointed or elected to be on the union negotiating committee, who are required to be in attendance at negotiating sessions shall be paid fifty percent (50%) of all hours of their scheduled work day for each day spent in negotiations up to and including conciliation and mediation.

ARTICLE 5 **GRIEVANCE PROCEDURES**

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 seven (7) calendar 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 this grievance orally or in writing to his foreman. He shall have the assistance of his steward if he so desires. The foreman shall give his decision within three (3) working days following the presentation of the grievance to him. If the foreman's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

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

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

5.04 If final settlement of the grievance is not reached at Step No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 6 below at anytime within then (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 Grievances not processed within the time limit set forth or not signed by an employee may be considered in the Grievance Procedure but in no event will be subject to arbitration.
- 5.06 A Union policy grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the bargaining unit or in regard to which a number of employees have signified an intention to grieve, may be brought forward by the Union Grievance Committee, in writing at Step No. 1 of the Grievance Procedure at any time within five (5) full working days after the circumstances giving rise to such policy grievance occurred and if it is not settled at this stage, it may go to Step No. 2 of the Grievance Procedure and ultimately to a Board of Arbitration in the same manner as a grievance of an employee.

ARTICLE 6 **ARBITRATION**

- 6.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation of alleged violation of this agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 6 above, and which has not been settled, will be referred to a Board of Arbitration, at the written request of either of the parties hereto.
- 6.02 The Board of Arbitration will be composed of one (1) person appointed by the Company, one (1) 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 nominated 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.

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

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

The parties further agree that any Arbitrator or Board of Arbitration shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this Agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

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 a) After discipline has been imposed, in the event an employee does not repeat any further misdemeanour of a similar nature for which the

discipline was imposed for a continuous period of nine (9) months thereafter, then that original discipline which was imposed nine (9) months earlier will be destroyed.

- b) An employee has the right to review his/her personnel file at time that is mutually agreed upon once a year. The union steward will be in attendance if the employee wishes.

ARTICLE 9 **NO STRIKES – NO LOCK-OUTS**

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 the (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) A shift premium of forty cents (0.40\$) per hour shall be paid for all standard hours worked on a regular afternoon (second) shift and sixty cents (0.60\$) per hour for all standard hours worked on a regular night (third) shift).
 - b) To qualify for a full shift premium on the afternoon (second) shift or night (third) shift, an employee must work fifty percent (50%) or more of his standard eight (8) hours on his respective shift.
 - c) For the purposes only of application of the fifty percent (50%) rule in Article 11 b):
 - 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, comprises 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 (24) hours after the commencement of Saturday under i) above and will run for a further period of twenty-four (24) hours from that time.
- 12.04 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.
- 12.05 The Company will continue to provide an unpaid one-half (1/2) hour meal break approximately half-way through each shift.

ARTICLE 13 **VACATIONS WITH PAY**

- 13.01 All employees who have acquired one (1) year's seniority with the Company prior to May 1st in any year shall receive two (2) weeks' vacation with pay at a time convenient to the Company and shall receive as vacation pay four percent (4%) of such employee's earnings for time actually worked for the Company during the twelve (12) 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 sixty (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 percent (6%) of such employee's earnings for time actually worked for the Company during the twelve (12) months immediately preceding May 1st in that year.
- 13.03 All employees who have acquired ten (10) 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 four (4) weeks' vacation with pay at time or times convenient to the Company and shall receive as vacation pay eight percent (8%) of such employee's earnings for time actually worked for the Company during the twelve (12) 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 time or times convenient to the Company and shall receive as vacation pay ten percent (10%) of such employee's earnings for time actually worked for the Company during the twelve (12) 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 last pay period in September. Vacation pay will be paid on a separate cheque.
- 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 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 percent (10%) 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 percent (10%) 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.
- 13.11 Vacations pay to be recorded on pay stubs.
- 13.12 Subject to the foregoing ten percent (10%) rule set out in article 13.08 above, the Company will allow employees to take vacation one day at a time, for vacation entitlement left unscheduled after the final schedule referred to in article 13.07 above has been posted.
- 13.13 The company agrees to respond within five (5) working days after receiving any vacation request submitted after the final schedule is posted, pursuant to article 13.07 above.

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

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 fix 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 (1½) 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.

Seniority lists will be revised each four (4) months and a copy of the list will be posted in the plant, a copy shall be given to the Chief Steward, each steward and also a copy sent to the Union office. If an employee believes that there is an error in regards to his seniority that has occurred, such employee shall advise his or her supervisor immediately. Such

information shall be investigated and if his or her seniority date was incorrect, it shall be adjusted accordingly.

- b) For purposes of clarification and purposes of application of seniority, the following departments shall prevail:
1. Raw Boning (M.D.M.), SEPA, Marel;
 2. Portioning (finger cutting,);
 3. D.S.I. (X-Ray and slitter);
 4. Thigh deboning;
 5. Shipping;
 6. Receiving;
 7. Breaded department (including I.Q.F.);
 8. Clean up (sanitation and housekeeping);
 9. Maintenance;
 10. Meat preparation (cooler, massage area).
- c) An employee will be considered on probation for the first fifty (50) working days, including statutory holidays as provided, and will have no seniority rights during that period. After fifty (50) 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 probation employees shall not be the subject of a grievance.

- 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 Lay-off and Recall

- a) i) When lay-off of less than one (1) full shift occurs within skills grades I, II or III, plant seniority on the shift shall prevail providing the employee retained has the skill and the ability to perform the work satisfactory. When skills are relative lay equal, seniority shall govern. In applying this process, the employer will make every effort and exercise every option available to respect seniority. In applying the above, the employee laid off may elect to go home or bump the most junior employee.

- ii) When lay-off of less than one (1) full shift occurs in grade four (4) to grade ten (10), department seniority on that shift shall prevail, providing those retained can perform the required work satisfactory. When skills are relatively equal, seniority shall govern. In applying the above, the employee laid-off may elect to go home or bump the most junior employee in his skill grade.
- b) When lay-off of one (1) shift or more occurs, plant wide seniority shall prevail as long as the employee can do the work in a satisfactory manner within a maximum of 160 hours with proper training. Both parties agree that lay-offs are to be in reverse order of seniority as much as the business can accommodate and reasonable training shall be available to govern such practice.

It is agreed that once an employee has chosen a shift preference and skill grade, (equal and/or lower than is current skill grade) he will bump the employee with the least seniority in the skill grade.
- c) When lay-off occurs, employees hired on the same day in the same year will be laid-off in alphabetical order: surname will be taken into consideration.
- d) The Company recalls employees at work on the basis of plant seniority.
- e) An employee can refuse to be called back at work if he is called back on a different shift than the one he was regularly assigned to prior to the lay-off. However, if the employee is the last one on the recall list and refuses to come back to work on the job that is available, he will lose his seniority and shall close to be employed by the Company. The employee has to inform the Company in writing of his refusal to come back to work.
- f) The employer agrees that if a job is to be eliminated they will give the effected employees two (2) weeks' notice.

15.03

Seniority shall accumulate in the following circumstances only:

- a) when off the payroll due to layoff, sickness, or accident in which case seniority will continue to accumulate for a period of time equal to one (1) 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 (3) months of such leave;
- c) when absent on vacation or on plant holidays;
- d) when actually at work for the Company.

- 15.04 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 (12) months, provided that in the event an employee is receiving Workers' Compensation payments such period shall be a continuous period of twenty-four (24) months;
 - d) fails to report for work within two (2) working days after being notified by the Company following a layoff, 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.
- 15.05 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, 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.
- 15.06 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.
- 15.07
- 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 do not extend to the annual physical by the Department of Health for all employees).
 - c) It is agreed if the employer requests an FAF, the employer will reimburse the employee the cost of it.

Overtime

- a) When the Company decides that overtime work is necessary 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. Overtime work will be assigned by seniority.
- b) For Skill Grades I, II and III, when 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.

- c) In all other Skill Grades, including maintenance, available overtime work will be assigned to senior employees who normally perform the work on the shift available.
- d) Any employee who is offered overtime work and refuses shall be deemed to have waived or abandoned his entitlement to overtime.
- e) When an employee works overtime 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).
- f) When the Company schedules overtime in advance, the Company will distribute the overtime in the following manner if it does not unreasonably interfere with the efficient operation of the plant.
 - If a single shift of overtime is required, it will be rotated equally between day and afternoon shifts personnel;
 - If a double shift of overtime is required on a Saturday or a Sunday, overtime on the first shift will be offered to day shift personnel and overtime on the second shift will be offered to afternoon shift personnel;
 - When overtime is required on a Saturday and/or Sunday in skill grades III and up, it will be offered to employees who normally perform the work from Monday to Friday.

Any issue arising from the application of the above will be discussed with the labour management committee.

g) Employees 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.

15.09

- 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 seven (7) calendar 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 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 none 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.
- d) An employee who is successful on a posted vacancy may not apply for another posted vacancy for a period of twelve (12) months unless otherwise agreed between the Company and the employee unless applying for a higher position.
- e) An employee who fails to fill the requirements of a posted vacancy, at the option of the Company, will be transferred back to the department he worked in immediately proceeding the transfer if he would have continued to work in that department except for his selection to the posted vacancy, or to some other department. Such employee may not apply for another posted vacancy for a period of six (6) months unless applying for a higher position.
- f) In the case of arbitration, not more than one employee may claim an improper selection for the same posted vacancy.
- g) An employee who applies for a posted position and refuses the transfer having been successful will be unable to post for another position for a period of six (6) months unless applying for a higher position.

- h) The successful applicant on a posted position has a right to a familiarization period of up to ten (10) shifts. It is understood that the successful applicant can return to his original position within the ten (10) shifts familiarization period.

15.10 Where a job which requires forklift or power walker qualification is posted the Company agrees, to indicate on the posting that forklift and power walker training will be provided. The Company further agrees to provide the forklift and/or power walker training to the senior employee awarded the job.

The Company agrees to train employees to the forklift or power walker due to a job posting only.

15.11 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 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.
- 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 one hundred and twenty-five dollars (\$125.00) per year for the purchase of safety boots, upon presentation of a receipt. Maintenance, Shipping, Receiving, Lead Hands in Meat Preparation, Boning Line supply and finished goods removal from the Breeding Line will be entitled to purchase two (2) pairs of safety boots per year if necessary.

- c) The Company will provide a suitable two (2) piece suit for the employees working regularly in the freezers. The Company further agrees to provide the Sanitation Crew with a rain suit. The type of rain suit 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 (at least one (1) 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 and a copy forwarded to the Union Representative by the Company.

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.

The Company agree to pay all safety committee members for the time spent on committee meetings.

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 (60) 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 (2) 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 15.02 b) 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 layoff 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**

- 18.01 a) The Company may grant leave of absence up to eight (8) 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 (i.e. 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) minutes 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 (10) minute periods.

ARTICLE 20 **REPORTING ALLOWANCE AND CALL IN PAY**

- 20.01 a) 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 one (1/2) half shift 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.

- b) An employee who is called back at the plant will receive four (4) hours of pay at the applicable rate, overtime will apply if applicable.

ARTICLE 21 **BEREAVEMENT PAY**

21.01 In the event of the death of a member of an employee's family, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work. This allowance will only be made where the circumstances require the employee's absence from work.

The leave of absence will be as follow:

- a) Five (5) days for a husband, spouse, same sex partner, common law spouse or husband, child, father, mother.
- b) Three (3) days for brother, sister, mother in law, father in law.
- c) One (1) day for grand parent, grand child, brother or sister in law.

21.02 a) If an employee is unable to attend the funeral of a husband, spouse, same sex partner, common law spouse, child or parent, due to family member living in another country, he will receive pay accordingly to 21.01.

b) If an employee is unable to attend the funeral of a brother, sister, mother-in-law or father-in-law, 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 21.

ARTICLE 22 **SICK AND WELFARE PLANS**

22.01

- a) The Company will pay one hundred percent (100%) 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 percent (66 2/3%) two hundred dollars (\$200), the maximum will be increased to match the Unemployment Insurance Commission Plan.

The Plan shall operate on the first (1st) day of accident, the first (1st) day of hospitalization and the fourth (4th) day of illness, provided the employee sees the doctor within a three (3) day period of absence. The Plan will also be amended to incorporate the following principles:

- b) 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.
- c) 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).

- i) Effective on ratification of this Agreement, thirty thousand dollars (\$30,000) LIFE INSURANCE coverage for all eligible employees and the plan to continue to provide the Double Indemnity.

Weekly indemnity will be paid to employees by direct deposit unless the employee requests it to be paid by cheque. Appropriate income tax will be deducted so that the cheque from the insurance company will be net of income tax.

- d) The Company shall assume the cost of ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible Extended Health Care Plan including semi-private hospital coverage for all eligible employees.
- e) UFCW Local 175/633 Ontario Dental Benefit Trust fund

- 1) The Company agrees to contribute thirty-four cents (0.34¢) per hour, for all hours paid and worked to the UFCW Local 175/633 Ontario Dental Benefit Trust Fund. Hours paid and worked is defined as regular hours, vacation, paid holidays and sick days to a maximum of forty (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.

Effective June 1, 2010 the Employer's contributions will increase to thirty-five cents (35¢).

Effective June 1, 2011, should it be deemed necessary by the Joint Trustees of the Dental Plan in order to maintain the same current level of benefits, the Employer agrees to increase the current contributions by the rate of one cent (1¢) per hour.

- 2) The Company agrees to sign the Participation Agreement.
- 3) 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 fifteen (15) days following the end of each of the Company's accounting periods.
- 4) 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 subsidy of up to two hundred dollars (\$200.00) every twenty-four (24) months with no deductible, for either glasses or contact lenses.

The Eye care plan will include eye exams at a maximum of one (1) every twenty-four (24) months.

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 (1) month only after such employee ceases to be actively at work.

That period of one (1) month will be extended to three (3) 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 (1) month will be extended to twelve (12) months only where the employee is not actively at work as a result of being entitled to and while receiving Worker's 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.). The Company further agrees to sign a Participation Agreement or any other necessary documents required.

The Company will contribute seventy cents (0.70\$) per hour per employee for all hours paid to a maximum of forty (40) hours per week to the Canadian Commercial Workers Industry Pension Plan.

ARTICLE 24

GENERAL

24.01

In the event of a discharge, suspension for more than three (30) 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:

two (2) pairs of pants, three (3) shirts, two (2) jackets, one (1) hat.

24.04 The Company agrees to contribute three cents (0.03¢) 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.

During the third year of this agreement, the Company agrees to pay the UFCW Local 175 a lump sum payment equivalent to one cent (0.01¢) per regular hour for a one (1) year period.

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

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

ARTICLE 25 **UNION SECURITY**

25.01 a) i) The Company shall during the term of this Agreement, as a condition of employment deduct from members of the bargaining unit, the regular weekly Union Dues and such Dues shall be remitted to the Union in the format outlined in Article 25.01 b) below prior to the fifteenth (15th) of the month following the month in which the deduction is made.

ii) The Company shall collect membership initiation fees as may be established by the Union and forward any application forms and such fees to the Union, in the format outlined in Article 25.01 b) below, with the regular monthly dues remittance.

b) The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of E-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in «Excel», «Quatro Pro», «Lotus», or other software program acceptable and adaptable to the Union. The spreadsheet will be in a table format provided by the Union and will provide the following current information:

- 1) S.I.N.;
- 2) employee number if applicable;
- 3) full name (last, first and initials);
- 4) full address, including city and postal code;
- 5) telephone number (including area code);
- 6) date of hire;
- 7) rate of pay;

- 8) classification;
- 9) full-time or part-time designation;
- 10) Union dues deducted (or the reason a deduction was not made. If dues are deducted weekly, report requires five (5) columns for reporting;
- 11) total dues deducted;
- 12) back dues owing;
- 13) vacation pay breakdown of dues/dues owing;
- 14) initiation fees deducted;
- 15) total initiation fees deducted.

ARTICLE 26 TERMINATION

26.01 This Agreement shall remain in full force and effect from June 1, 2009 to May 31, 2013, and shall continue in force from year to year thereafter unless in any year not more than sixty (60) days, and not less than thirty (30) 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) 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 par and the party of the seconded part have caused their proper officers to affix their signatures the day and year first above written. Executed on this ____ day of _____ 2009 at Brampton Ontario.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

SCHEDULE «A»

SKILL GRADES AND WAGES

SKILL GRADES	Effective June 1, 2008	Effective June 1, 2009	Effective June 1, 2010	Effective June 1, 2011	Effective June 1, 2012
Grade I All operations not listed in higher skill grades	\$17.20	\$17.20	\$17.50	\$17.80	\$18.20
Grade II Raw Boning (Removal of Meat from carcasses or parts)	\$17.55	\$17.55	\$17.85	\$18.15	\$18.55
Hanging	\$17.55	\$17.55	\$17.85	\$18.15	\$18.55
Tending Circular Cut-up Saw	\$17.55	\$17.55	\$17.85	\$18.15	\$18.55
Pulling Skin on line and in the Portioning room involving work in progress	\$17.55	\$17.55	\$17.85	\$18.15	\$18.55
Wing Splitting	\$17.55	\$17.55	\$17.85	\$18.15	\$18.55
Quality Control (laboratory)	\$17.55	\$17.55	\$17.85	\$18.15	\$18.55
D.S.I. Machine Portioned Meat Pack Out	\$17.55	\$17.55	\$17.85	\$18.15	\$18.55
Housekeeping	\$17.55	\$17.55	\$17.85	\$18.15	\$18.55
Dark Meat Operators Dark Meat Feeders	\$17.55	\$17.55	\$17.85	\$18.15	\$18.55

**SCHEDULE «A»
SKILL GRADES AND WAGES**

SKILL GRADES	Effective June 1, 2008	Effective June 1, 2009	Effective June 1, 2010	Effective June 1, 2011	Effective June 1, 2012
Grade III Dry Warehouse Control Major Sanitation	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Massage Room Control	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Cooler Warehousing Control	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Machine and/or Line Operating (required to maintain, adjust and operate) one of the following machines and/or lines:	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
K.F.C. Line (a) Operating a patty line or complex which includes breading, batter, predust and batter mixer machines	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
(b) Operating the formax machine	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
(c) Operating the Co2 preblend massage machine	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Meat Preparation	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Skid	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
D.S.I. Line, Dumping	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Bone Line, Dumping	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Portioning Line, Dumping	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Meat Shovelers	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Scaler	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Garbage Man	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10

**SCHEDULE «A»
SKILL GRADES AND WAGES**

SKILL GRADES	Effective June 1, 2008	Effective June 1, 2009	Effective June 1, 2010	Effective June 1, 2011	Effective June 1, 2012
Patty Lines (a) Operating a patty line or complex which includes breader, batter, and formax machines	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
(b) Operating the Co2 preblend massage machine	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Finger Line (a) Operating the Finger making line or complex which includes the batter, breader, predust and batter mixing machines	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Fryer Line (a) Operating the Fryer Line or complex	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
(b) Operating the batter/breading line or complex	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Emulsion Machine Operating	\$18.10	\$18.10	\$18.40	\$18.70	\$19.10
Grade IV Sanitation (not janitorial or garbage)	\$18.30	\$18.30	\$18.60	\$18.90	\$19.30
Grade V Receiving	\$18.85	\$18.85	\$19.15	\$19.45	\$19.85
Line supplying meat preparation raw meat, (Not simply operating power hand truck)	\$18.85	\$18.85	\$19.15	\$19.45	\$19.85

**SCHEDULE «A»
SKILL GRADES AND WAGES**

SKILL GRADES	Effective June 1, 2008	Effective June 1, 2009	Effective June 1, 2010	Effective June 1, 2011	Effective June 1, 2012
Grade VI Truck driver Shipping, Freezer, Warehouse	\$19.10	\$19.10	\$19.40	\$19.70	\$20.10
Grade VII Maintenance Handyman	\$19.92	\$19.92	\$20.22	\$20.52	\$20.92
Grade VIII Experienced and skilled Mechanic not holding	\$21.65	\$21.65	\$21.95	\$22.25	\$22.65
Grade IX Experienced and skilled tradesman holding current papers in a required trade	\$27.55	\$27.55	\$28.85	\$29.15	\$29.55
Grade X Electrician	\$27.80	\$27.80	\$28.10	\$28.40	\$28.80

(1) Effective on October 17th, 2009, the following progression rates shall be applicable for skill grades I to VI inclusive:

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

MAINTENANCE APPRENTICES

Enrolled in a Certificate Course in a Required Trade

	June 1, 2008	June 1, 2009	June 1, 2010	June 1, 2011	June 1, 2012
1 st Year Active Service	\$17.02	\$17.02	\$17.32	\$17.62	\$18.02
2 nd Year Active Service	\$17.97	\$17.97	\$18.27	\$18.57	\$18.97
1 st Year Active Service	\$17.79	\$17.79	\$18.09	\$18.39	\$18.79
2 nd Year Active Service	\$18.72	\$18.72	\$19.02	\$19.32	\$19.72
3 rd Year Active Service	\$19.47	\$19.47	\$19.77	\$20.07	\$20.47
4 th Year Active Service	\$20.47	\$20.47	\$20.77	\$21.07	\$21.47
3 rd Year Active Service	\$20.22	\$20.22	\$20.52	\$20.82	\$21.22
4 th Year Active Service	\$21.22	\$21.22	\$21.52	\$21.82	\$22.82

- (a) Upon becoming a journeyman, a maintenance apprentice will be regrouped to the appropriate skill grade.
- (b) Lead Hand Rates: The Company may appoint lead hands who will receive one dollar (\$1.00) above the rate for their skill grade while so acting. Lead Hands shall be a member of the bargaining unit and as such shall not have the power to hire, fire, or discipline.

LETTER OF AGREEMENT

Re: Benefits

The Company agrees to increase the Chiropractor coverage to fifteen dollars (15\$) per person per visit, for a maximum of twenty (20) visits per year.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

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 (20) 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 15.09 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 15.09 (d) does not apply to temporary positions;
- (v) Article 15.09 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.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

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.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

LETTER OF AGREEMENT

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.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

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LETTER OF AGREEMENT

Re: Casual Employees

Definition:

A Casual employee is an on call employee whose presence at work is required occasionally to replace an absent employee.

1. The Company may call in Casual employee 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. However, the Company will have a maximum of twelve (12) casual employees in the plant at any time. Should special circumstances arise the company will contact the Local Union Representative and the parties may agree to an increased number of casual employees.
2. Casual 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. Casual employees will not be used when a layoff is in effect unless the laid off employees choose not to accept the recall.
4. Casual employees 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 Casual employees will not be called in until Articles 15.09 and 15.10 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.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

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, every new employee hired after the date of ratification will receive his pay by direct deposit only.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

LETTER OF AGREEMENT

Re: Definition of harassment and no violence

The Company agrees that the Union may put the definition of harassment and no violence or abuse policy on the bulletin boards allowed for Union's business. These definitions have been discussed during negotiations and the Union will give training to the stewards concerning the application of this policy.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

LETTER OF AGREEMENT

Re: Direct payment card

The Company agrees to introduce a direct payment card administrated by ESI under the following conditions:

1. Mandatory positive enrolment

- Update employee information concerning dependants.

2. Renewal of prescriptions

- No prescription will be renewed before 2/3 of the preceding treatment's duration has expired.

3. Dispensed duration

- The employee won't be able to buy more than three (3) months prescription at the same time for chronic drugs and thirty-one (31) days for other drugs.

4. Maximum fee and cap margin

- ESI will establish a maximum amount to be reimbursed to the employee for each medication. In the case where the pharmacist will charge more than the maximum eligible amount provided in the system, the employee will have to pay the difference and will be reimbursed by Olymel upon presentation of a valid receipt.
- Receipts will be accumulated to reach 20\$ before a claim is issued.

5. Hospital drug formulary

- Exclusion of all drugs administered in a hospital that should be paid by the province.

6. Mandatory generic substitution

- The program will continue to provide same coverage on medication as the one in effect prior to the expiration of the previous agreement. However, the refund to the employee will be limited to the price of the generic drug as long as it is available. If it's not available, the brand name will be covered. If an employee is allergic to a generic drug, he will be eligible to the brand name drug.

7. Fees per claim

- A \$5.00 fee per drug claim for a refund demand sent in the paper format.

8. Drug interaction and multiple therapies

- Warning signal if the drug interaction is severe.
- Signal if the delivered drug's belongs to the same therapeutic class as another drug previously used by the patient.
- Prevention for patients consulting many doctors and pharmacists.

Once a year, the employee / employer relations committee will meet to review the experience of the program and discuss any measures to be taken for the benefit of the program.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

LETTER OF AGREEMENT

Re.: Weekend Shift

The Company can schedule a Weekend Shift to be staffed either by current regular full-time employees, through the existing job posting provisions of the collective agreement or, if the number of applicants is not sufficient to fill the needs of the weekend operations, by hiring additional employees for the sole purpose of working the weekend shift. It is understood that these additional employees are covered by the provisions of the collective agreement.

The normal Weekend Shift shall be of twenty-four (24) hours, Saturday and Sunday inclusively with a maximum of twelve (12) hours per day. Employees on weekend shift may be called in to work outside of the Saturdays or Sundays. Their standard work week shall consist of a maximum of forty (40) hours.

It is agreed that if a Weekend shift employee is offered work outside of Saturdays and/or Sundays, he will have the right to refuse such work. Employees on the weekend shift shall be paid time and one half (1½) for all hours worked over twelve (12) hours per day on Saturdays and Sundays, and over eight (8) hours per day when applicable, outside of Saturdays and Sundays, and for over forty (40) hours per week. For the employees on the Weekend Shift, Saturdays and Sundays are normal work days and are not subject to overtime rates provided for in article 12.03 a) of the collective agreement.

Should the Company decide to schedule a Weekend Shift, the Company shall first post the available positions, in respect of the provisions of article 15 of the collective agreement. Regular full-time employees who will transfer on the Weekend shift will maintain their acquired seniority and shall maintain all acquired rights and benefits.

Employees on weekend shift will be covered by the application of article 11.01 c) of the collective agreement. Employees on weekend shift will be by the application of article 12.05 of the collective agreement. On the twelve (12) hours shift, the following adjustment will be made to article 19.01 a): four (4) ten (10) minutes breaks.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

LETTER OF AGREEMENT

RE: Back Up Positions

It is understood that any employee applying for and awarded a back up position will not be restricted from applying for another job.

Back up position is defined as a temporary position and duties to replace an existing specialized employee who is off work.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

LETTER OF AGREEMENT

RE: Maintenance Department

It is understood that no current employee in the Maintenance Department shall be displaced as a result of new employees being hired with dual certificates or qualifications.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

LETTER OF AGREEMENT
Re.: Pay Equity

The parties agree to maintain the Pay Equity Plan currently in effect in the workplace.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

LETTER OF AGREEMENT
Re.: Signing bonus

The Company agrees to pay a seven-hundred and fifty dollars (750\$) lump sum amount to each active employees at the date of ratification.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.

LETTER OF AGREEMENT
Re.: Stabilization Fund

The Company will contribute a lump sum amount into the CCWIPP Stabilization Fund for a period of two (2) years.

Such contribution shall be calculated basis of the regular hours worked from June 1, 2008, to May 31, 2009 (800 000 hours per year) multiplied by 15¢.

The Company will contribute to the CCWIPP Stabilization Fund the following lump sum amounts, to be paid semi-annually as follows:

December 31, 2009	:	400 000 hrs X 15¢
May 31, 2010	:	400 000 hrs X 15¢
December 31, 2010	:	400 000 hrs X 15¢
May 31, 2011	:	400 000 hrs X 15¢

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175

OLYMEL, s.e.c./l.p.
