

COLLECTIVE AGREEMENT

Ratified This 12 Day Of July 2003

BETWEEN:

LILYDALE CO-OPERATIVE LIMITED,

a body corporate carrying on business in the city of Edmonton, Alberta hereinafter referred to as the

“Company”

AND:

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1118 chartered by the United Food and Commercial Workers International Union, AFL-CIO & CLC, hereinafter referred to as the

“UNION:

00273(08)

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This index is only for easy reference. Members are encouraged to read this Agreement and be conversant with all its provisions. When in doubt as to the interpretation of any section, phone your Union office at **463-6000**.

PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement will promote, improve, and maintain industrial, economic and harmonious relations between the Union, the employees and the Company, and to set forth herein the agreement between the parties covering rates of pay, hours of work, and conditions of employment, to be observed by the Company, its employees and the Union during the term hereof. In administering this Agreement, the Company shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

ARTICLE 1 RECOGNITION AND JURISDICTION

1.1 Bargaining Agency and Unit

The Company recognizes the Union as the sole agency for the purpose of collective bargaining of all employees in the Plant operated at **Edmonton**, Alberta as more particularly set forth in the certification granted the Union by the Labour Relations Board in the Province of Alberta.

ARTICLE 2 UNION SECURITY

2.1 The Company agrees that the Union membership is a condition of employment for all employees in the bargaining unit.

The Company shall be free to hire new employees who are not members of the Union, PROVIDED said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union, and shall make application on the first day of employment, and become members within thirty (30) days. All employees shall pay to the Union the regular dues. Employees hired through an outside agency and maintain employment after thirty (30) days shall pay dues retroactive to first day of employment.

2.2 The Company agrees to provide each new employee at the time of employment with a form outlining to the employee, his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire.

The Union shall bear the expense of printing the forms, the contents of the forms to be such that it is acceptable to the Company. The Company further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month.

2.3 The Company agrees to deduct from the wages of each employee upon proper authorization from the employee affected, such initiation fee, monthly dues, assessments, or other deductions as are authorized by the Local Union or upon request of the employee affected where no notification from the said is received.

Notification of any change in dues, assessments as aforesaid to be given by the Secretary-Treasurer of the Union.

The money deducted during the month shall be forwarded by the Company to the Secretary-Treasurer of the Union, not later than the tenth (10th) day of the following month, together with a written statement of the names of the employees for whom deductions have been made and the amount and purpose of each deduction.

2.4 The Company agrees that only employees included in the bargaining unit shall perform any of the work coming within the jurisdiction of this Agreement.

Foremen and those above rank of foremen shall not assume duties that are performed by members of the bargaining unit except where such duties are limited to occasional work, negligible in amount, for the sole reason to overcome production difficulties caused by absence of an employee. In such cases, the Company will obtain a replacement within two **(2)** hours unless qualified replacement is not available.

The company agrees that any employee designated as a Working Foreman, shall be clearly identifiable. Further, the Company agrees that no such employee shall hire, suspend, layoff, discharge, exercise other discipline, or, except on the direction of management, transfer employees to other departments.

It is understood that where a Working Foreman is the only individual with authority in the plant, they do have the authorization to take whatever disciplinary action may be necessary to deal with a serious problem requiring immediate attention. The nature of the disciplinary action must be taken up with management personnel as soon as is

practical, and the force of the discipline will not take effect until verified and recorded by management personnel.

In addition to their regular work duties the Working Foreman's role is to train, familiarize employees in safety, and co-ordinate the work flow under the direction of the Supervisor.

ARTICLE 3 BASIC WORK WEEK AND OVERTIME

3.1 Forty (40) hours per week, consisting of five (5) days of eight (8) hours each, Monday to Friday inclusive, shall constitute the basic work week. All time paid in excess of the daily hours, or the basic work week shall be paid at the rate of one and one-half (1½) the regular hourly rate. The Company will pay double time on all hours worked over ten (10) hours per day or forty-five (45) hours per week.

a] In a week in which one (1) Statutory Holiday occurs, employees shall receive forty (40) hours pay at straight time rate and work thirty-two (32) hours.

In a week in which two (2) Statutory Holidays occur, employees shall receive forty (40) hours pay at straight time rate and work twenty-four (24) hours.

b] When overtime is necessary, the following procedure shall apply:

i) the most senior employee in the department shall have first opportunity to declare their availability,

ii) employees who have put their name on the Voluntary Overtime List, subject to their qualifications and ability,

iii) if there are insufficient volunteers in i) and ii), then the selection of employees shall be on a reverse seniority basis in the department where the overtime is required.

DEPARTMENTS are defined as follows:

Kill and Live Hang	Eviscerating
Packaging	Shipping
Sanitation	Maintenance

3.2 The basic work day shall be between 4:00 a.m. and 4:00 p.m. and work performed before 4:00 a.m. and after 4:00 p.m. shall be paid at the overtime rate set out in this Agreement.

a) All work performed on Saturday shall be paid at one and one-half (1&1/2) times the hourly rate for the first four hours and double time the hourly rate for all time after four (**4**) hours.

b) All work performed on Sunday shall be paid at two and one-half (2&1/2) times the hourly rate. If an employee reports for **work** when ordered to do so on the above day they will be given a minimum of four (4) four hours work or four hours pay at the rate of pay for that day.

3.3 Sanitation, Shipping & Receiving, and Maintenance

The basic work day may have varied starting and quitting times providing these hours do not exceed forty (40) hours per week consisting of five (5) consecutive days of eight (**8**) hours each, with a two (2) day break between work weeks.

All time worked in excess of the daily hours of the basic work week as set out in this Agreement shall be paid as per Article 3.1.

Employees shall have their work schedule of hours and days posted in an appropriate place at least one (1) week in advance.

The schedule of an employee may only be changed in the event of an unscheduled absence of other employees or in the event of emergencies such as fire, flood or breakdown in machinery.

The employees will be provided with a list of names and phone numbers of individuals to call if they are the only employee who shows up for their shift.

The Maintenance and Shipping & Receiving schedule shall be posted annually in January for the purpose of shift selection. Shift selection shall be determined by seniority. Shift changes required by the Company shall be posted and be awarded to the most senior applicant. An employee with one or more years seniority who wishes to change their shift shall give the Company four weeks notice of their desire to do so and shall be allowed to exercise their seniority over any junior employee of the maintenance department provided the employee is qualified and capable of performing the duties on the shift to which they wish to be transferred.

Days of rest will be consecutive, unless mutually agreed otherwise. All work performed on the first day of rest shall be paid at one and one-half times (1.5X) the hourly rate for the first four (4) hours and double time (2X) the hourly rate for all time after four (4) hours.

All work performed on the second day of rest will be paid at two and one-half times (2.5X) the hourly rate.

3.4 Employees who are recalled to the Plant following their completed shift will be paid a minimum of four (4) hours at double their hourly rate, except where the time overlaps with the next scheduled shift.

3.5 Shift Premium

The Company agrees to pay a thirty cent (30¢) premium to all employees working shift work, for any other shift than the normal day shift. This premium shall not be considered as part of such employees' basic rates.

3.6 Time Recording

The Company agrees that he shall provide time recording devices to enable employees to record their hours worked for payroll purposes. Employees shall record their own time at the time they commence and finish work.

Early starts and late finishes will be initiated by the Foremen on a daily basis. Payment shall be to the minute.

3.7 It is agreed between the parties time off shall not be given in lieu of overtime pay.

3.8 Daily Guarantee

Each employee called for work shall be entitled to four (4) hours work or four (4) hours pay for that call, if there is no work available. Upon reporting for work, as scheduled, all waiting time shall be paid at the regular rate of pay.

3.9 Rest Periods

Daily hours of work shall be consecutive with the exception of a fifteen (15) minute rest period to commence not earlier than one and one-half (1½) hours nor later than two and one-half (2½) hours after the start of their shift. Meal periods shall not exceed one (1) hour. Employees working one and one-half (1½) hours or more in the afternoon shift of their regular scheduled work day, shall be given a fifteen (15) minute rest period to be taken not earlier than one and one half (1½) hours nor later than two (2) hours following the lunch period. If an employee is entitled to receive a fifteen minute rest period and is sent home before the break, they will receive pay for such time without having to wait in the coffee room. Employees shall not be required to work more than five (5) hours without a first meal period and an additional four and one-half (4 & ½) hours without a second meal period.

An employee required to work in excess of the first five (5) hours or the second four and one half (4-1/2) hours will be paid two (2) times their regular rate for all time worked until the meal period is granted. An employee required to work in excess of the second four and one-half (4 & ½) hour portion of shift, the Company will allow thirty (30) minutes with pay at the rates paid for that period for such meal period. The employee shall have the choice of a hot meal or seven dollars (\$7.00) on their next cheque. Poultry killer shall have adequate time for personal cleaning before all rest periods and meal periods.

3.10 Work Schedule

Scheduled hours of work (starting and quitting) shall be posted not later than the employee's lunch break for the following day.

Notice of overtime shall be posted before the employee's lunch break, with approximate quitting time.

Employees needed in a department other than their regular department will be told before lunch break.

ARTICLE 4 SENIORITY

4.1 When an employee has completed three (3) calendar months in the service of the Company or any extended period mutually agreed upon by Union and Management, they shall be granted seniority from date of hire.

4.2 The Company shall maintain and post a seniority list every three (3) months for all employees and this list shall be available to all employees for reference at any time during working hours. A copy of the said seniority list to be forwarded to the Union office.

4.3 Length of continuous service with the Company shall be the deciding factor governing lay-off and re-employment after lay-off. Employees may choose to go on layoff as opposed to accepting a position to which they would bump.

Employees recalled to a department other than the department where the layoff originated shall have the option of accepting the employment or continuing on layoff until such time as they are recalled to the department from which they are laid off.

The employees who accept employment in a department other than the department where the lay off originated, shall be transferred to the department in which they are now employed.

As an exception to the above, lay-off of employees in the Maintenance, Shipping, or Live Hang classifications shall be determined by the length of continuous service with the Company of those employees in Maintenance, Shipping or Live Hang Departments.

4.4 By local arrangements between the Company and the Union, the names of employees to be laid off or recalled will be available to the Union on the same day the employees are notified or the day prior. A list of the names shall be forwarded to the Union within one working day of notification.

4.5 Promotions shall be defined as a transfer to a position paying a higher rate, and no employee shall be considered as being demoted unless they are transferred to a position paying a lower rate.

4.6 If an employee is absent from work because of sickness or accident they shall not lose seniority rights, and shall return to the position held prior to their absence when capable of performing his/her duties. It shall

be the duty of each employee so absent to notify the Company of the reasons of the absence, and how long their absence will last. Where the employee fails to do so the Company may, at its' discretion, request the employee to verify their absence.

4.7 New employees will be on probation for a period of three (3) calendar months or any extended period mutually agreed upon by the Union and the Company during which time they may be laid-off without reference to seniority and the Company is under no obligation to re-hire such employees. The termination of a probationary employee shall not be the subject of a grievance. All employees retained beyond the three (3) calendar months probation period shall become regular employees and entitled to seniority in accordance to the length of service and entitled to all benefits under this Agreement and may be discharged only for just cause. In the event that it is found that an employee is wrongfully fired, they shall not suffer any loss of seniority, if reinstated as an employee. Any employee with three (3) or more months of service with the Company and is laid off, terminated, or terminates voluntarily and is rehired within one (1) year, shall receive the rate of pay for the job classification as specified in Appendix A of this Agreement.

4.8 The words “qualified” or “qualifications” as used in this Agreement shall be interpreted to mean ability to regularly perform the job without other assistance.

4.9 Job Postings

When job vacancies occur with the exception of Working Foreman and the Company requires replacements, and when the Company creates new jobs, they shall be posted on the bulletin board for a period of three working days during which time written applications may be made by the employee. Copies of all such postings will be sent to the Union. The most senior applicant within the department (including employees who are working in the department longer than six consecutive months at the time of the posting) shall receive such job posting. If there are no applicants within the department, the most senior qualified candidate in the plant will be selected. If no suitable applications are received, then the Company may hire a person to fill the job. It is understood to apply for a posting in the Maintenance and Shipping Department, an employee must be qualified.

Temporary appointments may be made by the Company pending receipt of applications.

An employee who received a promotion through the posting procedure shall not be permitted to apply again until four (4) consecutive months have elapsed.

Only the original vacancy and the job from which the vacancy was filled shall be posted. Any vacancies created beyond the second posting will not be posted but will be filled in accordance with departmental seniority.

An employee receiving a new job posting will be on a trial basis for up to thirty working days. If they cannot perform the job satisfactorily, they shall be returned to their prior job or the employee may return to the former job if they are not satisfied.

4.10 Promotions and Job Assignments

1) The Company agrees that all promotions and job assignments involving an increase in pay will be based on seniority of the employee affected, provided qualifications and ability are comparatively equal.

2) Employees required to temporarily fill a higher rated job, shall receive the classified rate for balance of the shift, but if required temporarily to fill a lower rated job, shall receive their regular rate of pay.

3) Where employees are required to transfer from one department to another on a permanent basis due to the operational needs of the Company it shall be done on the following basis.

The opportunity to transfer shall first be given to senior employees. In the event that no employee wishes to take the transfer, the least senior employees shall be transferred and shall be given the first opportunity to transfer back to that department when a position becomes available.

4) Where an employee is offered a supervisory position outside the bargaining unit and less than six (6) months time has expired, the employee can choose to return, or the Company can require the employee to return, to their former position with no loss of seniority. This provision is restricted to be used only once by an employee during their employment with the Company.

4.11 An employee shall not lose seniority rights if he/she is temporarily absent from work because of illness, accident or leave of absence or is laid off.

An employee shall lose their seniority and employment in the event he or she:

- a] is discharged for just cause;
- b] resigns;
- c] is laid off and fails to report for work within three (3) working days after being notified in writing by certified mail to do so. It shall be the responsibility of the employee to keep the Company informed of their current address and telephone number.
- d] is laid off for a period exceeding twelve (12) months.

4.12 After absence due to injury or illness the employee must be returned to his/her job without loss of seniority when capable of performing his/her duties provided two (2) years have not elapsed between the return and the last day worked, in the case of compensable accident and one year in the case of illness or non-compensable accident.

Upon recuperation from an extended absence the employee will give the Company one (1) weeks notice of his/her intention to return to work.

If there is a reoccurrence of the illness or injury that caused the original absence within one (1) month from the date of return then the absence is considered to have continued. It is understood that the actual time worked will be added to the time limits specified above before the termination is effected.

4.13 TRANSFERS

Transfers to another shift or another department shall be based on seniority. Employees with one or more years seniority may submit a written request to the Plant Superintendent provided they have not been transferred within the previous 12 months.

All transfers shall be made to the most junior position in the department requested.

Upon receipt of a transfer request, the Company will first give the senior employees in the plant, and/or shift affected, the opportunity to fill the vacancy created by the transfer. In the event no employee wishes to fill the vacancy created, then the employee requesting the transfer shall exercise his/her seniority over the most junior employee in the plant, and/or department, and/or shift that he/she wishes to transfer to.

All transfer requests will be approved based on seniority and processed within 30 working days. Transferred employees will be on trial for 30 working days. The Company may return the employee to the department/shift from which the transfer originated if they cannot perform the job satisfactorily, or the employee may return to the department/shift if they are not satisfied.

4.14 Bidding for Vacancies While Away on Vacation

An employee who will be absent for a vacation for up to six weeks may submit a written application prior to leaving on vacation for a specific position which may be posted during their absence. The application will be void at the conclusion of the scheduled vacation.

4.15 Each January the Company will post a request for employees to indicate their desire to work in temporary assignments equal or higher than their current classification in the plant. Employees will be selected by seniority for each temporary assignment. In the event the list becomes insufficient for the needs, the Company may post again during the year. Employees may choose to remove their name from the list at any time.

An employee may add their name to the list after the posting is closed, however

they will not displace an employee who is already in an assignment or being trained for a particular position.

ARTICLE 5 LEAVE OF ABSENCE

5.1 Requests for leave of absence extending over a period of more than one (1) week must be received in writing, and in no case to exceed three (3) months, provided however, that it may be extended by parties hereto. The Company will return their answer to a request in writing within seven (7) days. Absence without cause shall constitute grounds for dismissal.

5.2 Leave of absence without pay may be granted, by mutual agreement, in addition to regular vacation, however, employees' with four (4) or more years seniority may request and shall be granted two (2) weeks of unpaid leave in addition to their regular vacation. Request for leave of absence shall be made in writing stating reasons therefore. Leaves of absence for extended vacation shall not be granted during July and August.

This request shall be limited to once every four years with a limit of nine (9) persons.

5.3 Maternity Leave

Employees with twelve (12) months of consecutive service with the Company may request, and will be granted, leave of absence because of pregnancy.

Employees shall submit request for such leave, in writing, at least two (2) weeks prior to the date she intends to commence such leave together with a medical certificate certifying she is pregnant and indicating the estimated date of confinement. Such leave shall be for a period not exceeding 15 weeks. The employee will provide the Company with one (1) weeks notice of her intent to return to work.

Upon return to work the employee will be reinstated and given credit for seniority accumulated from the date the leave of absence commenced until the date of the employees return to work.

a] Parental Leave

An employee with twelve (12) or more months consecutive service with the Company may request a leave of absence, without pay, for the care and custody of a newborn child, or a child adopted under the law of the Province of Alberta, to a maximum of 37 weeks.

The employee will provide the Company with two (2) weeks notice of their intent to return to work. An employee who is granted this leave will be responsible for the full cost of continuing the Company's group insurance package.

b] The Maternity/Parental leave shall be consecutive except when an employee is required to work additional hours to qualify under the Employment Insurance Act.

In addition to the foregoing leave, the Company will provide one (1) day paternity leave, with pay, within one (1) week of the birth of a child. This leave is not applicable when the employee is absent from work as a result of being on vacation or a statutory holiday, is collecting weekly indemnity or Workers Compensation Benefits, or is on leave of absence.

5.4 Funeral Leave

a] An employee shall be granted not less than two (2) days off from work, with pay, in the event of death in the immediate family, length of such leave shall be determined by the Company. The term immediate family shall mean mother-in-law, father-in-law, son-in-law, daughter-in law, grandparents, stepfather, stepmother, stepbrother, stepsister, and grandchildren.

b] Notwithstanding the foregoing, if the death is a case of spouse, father, mother, child, brother or sister, the employee shall be entitled up to four (**4**) days with pay and further consideration of leave of absence at the time of bereavement.

c] Consideration will also be given with respect to travel time. Employee's day off or vacation will not be used to circumvent funeral leave.

d] The Company agrees to include the common-law relationship of six (6) consecutive months or longer.

5.5 The Company agrees to grant necessary time off, without pay, and without loss of accrued seniority to any employee who is elected, appointed or designated by the Union to attend a labour convention or to serve in any capacity on legitimate official Union business, provided however, that sufficient notification is given the Company so that such employee's position can be filled.

Where a leave of absence is granted an employee by the Company, provided such leave does not exceed one (1) year, the employee shall suffer no loss of seniority for that period.

5.6 Jury Duty

An employee summoned to jury duty or subpoenaed as a witness shall be paid the difference between the amount paid for such jury service and the amount of basic wages they would normally have earned had they been scheduled to work on such days. The employee shall report for work when not required by the Court providing there is not less than two (2) hours remaining in his or her normal work shift. Time worked on the job in excess of eight (8) hours combined with jury duty and time worked on the job in one day shall be considered overtime and paid at applicable overtime rates.

ARTICLE 6 WAGES

6.1 The Company agrees that during such time as this Agreement is in force, it will pay all persons covered by the terms of this Agreement, not less than the regular hourly rates set forth in Appendix A of this Agreement and if any employee is receiving a wage in excess of the regular hourly rates contained in Appendix A of this Agreement such wage rates shall not be reduced by reason of the signing of this Agreement.

It is agreed that in the event that other work classifications other than those set forth hereto are instituted, the Company and the Union shall meet and negotiate a rate of pay for such employees.

ARTICLE 7 STATUTORY HOLIDAYS

7.1 The following days shall be considered as paid holidays for all employees:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Victoria Day	Remembrance Day
Good Friday	Christmas Day
Canada Day	Boxing Day
First Monday in August	

a] All employees that have been employed for thirty (30) or more calendar days shall be paid for the agreed holidays, subject to Sections b], c], and d].

b] Employees shall receive pay for Statutory Holiday or Holidays, provided they work their scheduled work day before and after the holiday unless absent by reason of bona fide sickness, accident or emergency.

Employees who are laid-off shall receive pay for Statutory Holiday or holidays that occur within thirty (30) days of the lay-off commencing, such to be paid upon return from lay-off.

c] If any of these days fall on Saturday or Sunday the following Monday shall be observed as the holiday.

d] Any employee required to work on any of the above Statutory Holidays listed in the Agreement, shall be paid at the regular rate for the Statutory Holiday, and in addition receive two (2) times their regular rate for all hours worked on such a day.

e] Employees who celebrate Christmas and New Years on different days because of different religious practices, may request and will be granted time off without pay, subject to the operational requirements of the plant.

ARTICLE 8 VACATIONS

8.1 Employees regularly working full-time shall receive vacation with pay in accordance with the terms of the following schedule setting out consecutive years of service. Effective March 21, 1982:

Two ~~(2) weeks~~ vacation after one (1) years service
Three ~~(3) weeks~~ vacation after four (4) years service
Four ~~(4) weeks~~ vacation after nine (9) years service
Five ~~(5) weeks~~ vacation after fifteen (15) years service
Six ~~(6) weeks~~ vacation after twenty (20) years service

8.2 Vacation pay for each week of vacation shall be computed as the greater of:

a] Two percent (2%) of the employee's total gross earnings on which he is eligible to receive vacation pay, or

b] Forty (40) hours at the employee's current rate of pay subject to the following conditions:

The forty (40) hour calculation will be pro-rated over a fifty-two (52) week period when:

i) the employee is taking holidays prior to his eligibility date (i.e. anniversary date).

ii) the employee has been absent due to a leave of absence in excess of two (2) weeks during the anniversary year on which holiday pay is being paid.

iii) the employee has been absent due to non-occupational illness or accident in excess of thirty (30) days during the anniversary year on which holiday pay is being paid.

iv) the employee has been absent due to occupational illness or accident in excess of six (6) months during the anniversary year on which holiday pay is being paid.

(Note: the balance owing, if any, will be paid once the anniversary date is passed)

It is understood that where less than twelve (12) months have elapsed since the employee last took vacation the forty (40) hours calculation referred to in part (b) above will be pro-rated over a twelve (12) month period.

8.3 a] The selection of vacation period shall be on the basis of seniority in each department with the senior employee may be granted at first preference. Vacations may be granted at any time subject to the demand of the business but the Company will make a sincere effort to grant vacations at the time requested by the employees.

Vacations to be taken in the twelve (12) month period following the individual's anniversary date of each year. Where employees are entitled to three (3) or more weeks of paid vacation the additional week or weeks above two (2) weeks may be scheduled at the discretion of the Company.

The Company further agrees where employees are entitled to three (3) or more weeks of paid vacation and request them to be taken in a period between the months of January 1st and April 30th of each year can take them consecutively.

b] Holiday request forms will be handed out privately and assigned in private. After all holidays are assigned, the schedules shall be posted.

8.4 When a Statutory Holiday occurs during an employee's vacation, they will receive pay for that Statutory Holiday before such vacation. When a Statutory Holiday occurs during an employee's vacation between October 1st and April 30th, they may request an extra day in lieu thereof. The granting of such request must be by mutual agreement. The request by the employee and the decision by the Company must be in writing.

8.5 Employees terminating their employment shall receive payment for vacation allowance on total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

Those entitled to less than:

- two (2) weeks vacation - 4%
- three (3) weeks vacation - 6%
- four (4) weeks vacation - 8%
- five (5) weeks vacation - 10%
- six (6) weeks vacation - 12%

Employees with less than one years service with the Company who are laid-off will be paid their accumulated vacation pay at time of lay-off (within two weeks from date of lay-off), if such is requested, in writing, by the employee.

8.6 The Company agrees to provide each employee with a full accounting of their vacation pay calculation on an annual basis, once the employee has taken their complete holiday entitlement for the year.

ARTICLE 9 SEVERANCE PAY

9.1 Employees regularly working full-time, upon termination by the Company, except employees terminated for proper cause, which shall include but not be limited to dishonesty, drunkenness, or drinking intoxicants during working hours, or insubordination, shall be given individual notice in writing or pay in lieu thereof as follows:

1] One (1) weeks notice in writing or pay in lieu thereof to those who have completed sixty (60) days service.

2] Two (2) weeks notice in writing or pay in lieu thereof to those who have two (2) years service.

One additional weeks notice for each full year of service or pay in lieu up to a maximum of twenty-four **(24)** weeks.

9.2 Complete Plant Closing

When it becomes necessary to close the Plant and it is not expected that those affected will be re-employed, a separation allowance will be paid to those employees, subject to the following:

a] They have one (1) or more years seniority;

b] They are actively employed with the Company and accumulating seniority or have been laid-off within the thirty (30) day period preceding the date of notice of closing. Employees on leave of absence up to one (1) year and receiving Worker's Compensation or off sick will be eligible;

c] They have not refused an offer of other employment by the Company in another unit, the location of which is reasonably accessible;

d] They have not been transferred to another unit of the Company;

e] The closing is not brought about by war, strike, walkout, work stoppage, slow down or other cessation of work, fire, government action or Act of God;

f] In order to qualify for separation allowance, employees will continue to work in a satisfactory manner as long as required;

g] The scale of separation allowance shall be as follows:

<u>Years of Completed Service</u>	<u>Amount</u>
1- 10	The amounts as set out in the Employment Standards Code of Alberta.

- 11- 20** The ten (10) year allowance
plus \$175.00 for each year
over ten (10).
- 21 and over** The twenty (20) year allowance
plus \$225.00 for each year
over twenty (20).

Employees who accept separation pay under the provisions of this clause shall on so doing, terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

It is understood that employees who are eligible for payment under this clause, shall not be eligible for severance pay as outlined in Section **9.1**.

The company agrees to pay the severance allowance into the employees account in the pension plan (CCWIPP), subject to the approvals required by the pension plan and Canada Customs and Revenue Agency.

ARTICLE 10 SICK LEAVE

10.1 The Company agrees to provide sick leave with pay, earned at the rate of **one (1)** day sick leave for each month of employment. Employees will accrue one **(1)** sick day credit only if they worked every scheduled work day of the calendar month for which the accrual is being calculated. Sick leave with pay shall be cumulative up to twenty (20) days. Accumulation shall commence upon completion of a six (6) month eligibility period.

a] On a day that an employee works less than three (3) hours and goes home sick, that day shall be counted as first day of sickness. Sick employees shall not be requested to remain in the plant beyond the three (3) hours to circumvent first day of sickness.

b] No employee on sick leave shall receive pay for the first day of absence, except those employees who are off six (6) days or more and have accumulated credits.

c] The Company agrees to pay out unused sick leave credits to employees after six (6) months of illness, twelve (12) months of lay-off and immediately upon retirement on Pension. All holidays will be considered as time worked when computing sick leave.

d] Doctor's note is not required for two (2) or less days of illness.

ARTICLE 11 EMPLOYEE BENEFITS PROGRAMS

11.1 Employees must complete three (3) months of employment to be eligible for the benefit coverages set out in Sections 11.2, 11.3, and 11.5. Coverage commences on the first day following completion of three (3) months service and stops immediately upon termination. The Company and Union agree that the premium for these coverages will be paid 75% by the Company and 25% by the employee.

11.2 The Company agrees to maintain the Alberta Health Care Insurance coverage.

11.3 Group Life Insurance

The Company agrees to provide as a condition of employment for all employees covered by this Agreement a Group Life Insurance Policy with coverage of the greater of twenty thousand dollars (\$20,000.00) or an amount equal to 2,080 hours times the employee's regular rate of pay.

Weekly Indemnity

The Company agrees to provide a Weekly Indemnity Insurance program that provides employees with sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of their weekly earnings based on forty **(40)** hours per week

at the regular rate of pay up to a maximum allowed under the Employment Insurance Act for a maximum of fifteen (15) weeks when absent from work due to a non-occupational illness or accident. Employees on layoff are not eligible to collect Weekly Indemnity benefits. Weekly income benefits begin with the first day of disability due to injury or the fourth consecutive working day of disability due to illness but in no event prior to the first day of treatment by a doctor.

11.4 Dental Plan

a] The Company agrees to participate in and contribute to the Alberta Retail Meat Industry Dental Plan.

b] Effective April 2, 2000, the Company will increase the contribution to thirty-nine cents (39¢) per hour to a maximum of fifteen dollars and sixty cents (\$15.60) per week for all hours paid by the Company to members of the Bargaining Unit (hours paid shall include hours worked, vacation, general holidays, sick days [not including Weekly Indemnity], jury duty, bereavement leave, etc.) up to a maximum of forty (40) hours per week.

Effective April 1, 2001 the Company will increase the contribution to forty cents (40¢) per hour to a maximum of sixteen dollars (\$16.00) per week.

Effective March 31, 2002 the Company will increase the contribution to forty-one cents (41¢) per hour to a maximum of sixteen dollars and forty cents (\$16.40) per week.

c] The Company and the Union agree to the original method of selection of Company and Union Trustees to administer the Plan. It is agreed that the terms of the Plan and its administration will be entirely the responsibility of these original Trustees or their valid replacements, provided that the Plan is administered consistently with this Collective Agreement subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Company and the Union agree to be bound by the actions taken by the Company and the Union Trustees under the Plan.

11.5 It is agreed that the Company's extended Health Care Program will be made available to all employees.

11.6 An employees employment benefits coverage provided under Articles 11.2, 11.3, 11.5 shall cease when:

i] in the case of lay-off of an employee with less than 12 months service after 3 months lay-off.

in the case of lay-off of an employee with more than 12 months service after 6 months lay-off.

ii] they have been absent from work due to illness or non-compensable accident in excess of nine (9) months.

iii] They have been absent from work due to compensable accident in excess of 24 months.

11.7 Pension

Effective January 1, 1990 the Company agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan.

Effective March 21, 1999, the Company agrees to contribute to the C.C.W.I.P.P. thirty-nine cents (398) per hour for all hours paid by the Company to members of the bargaining unit, for current service benefits.

Effective April 2, 2000, the Company will increase the rate of contribution for current service to forty-four cents (448) per hour.

Effective April 1, 2001, the Company will increase the rate of contribution for current service to forty-nine cents (49¢) per hour.

Effective March 31, 2002, the Company will increase the rate of contribution for current service to fifty-four cents (54¢) per hour.

Effective April 4, 2004, the Company will increase the contribution for current service to \$0.59 per hour.

Effective April 3, 2005, the Company will increase the contribution for current service to \$0.64 per hour.

Hours paid shall include hours worked, vacations, general holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc. up to a maximum of forty (40) hours per week.

ARTICLE 12 SAFETY AND WELFARE

12.1 The Company shall make provision for the safety and health of the employees during the hours of their employment. Protective devices and other equipment deemed necessary to properly protect employees from injury shall be provided by the Company.

a] The Company shall have on the premises, persons qualified and responsible to provide **FIRST AID** care to injured employees and shall take the necessary measures to provide them with medical attention.

The **FIRST AID** persons shall be identified by a **RED CROSS** on their helmet.

Employees attending first aid courses at the request of the Company will be paid their regular hourly rate for all hours spent on the first aid course.

12.2 The Company further agrees to provide adequate heating facilities and a buffer wall to prevent drafts from open doorways as mutually agreed by the Union and Management.

12.3 There shall be a Union Management Safety Committee appointed and shall constitute two (2) representatives appointed by the Union and two (2) representatives appointed by Management. Both parties shall be motivated by the need for appointing members to the Committee who shall be best capable of promoting safety throughout the Plant. Regular meetings of the Safety Committee shall be held each month. A list of names of the Safety Committee members shall be kept posted on the bulletin board in the lunch room.

12.4 An employee injured while working in the Plant shall suffer no loss of earnings for the balance of hours in the scheduled shift in which the accident occurs if; as a result of such injury they are sent home or to the hospital or for medical attention and transportation will be provided.

12.5 No employee will be required to work alone at any time at the Plant as stated in Article 3.3.

12.6 Modified Work Program. On the first day that an employee reports to the workplace on a modified work program, there shall be a meeting involving the Employee, the Assistant Plant Manager or their or their designate, the Plant Health & Safety Co-ordinator, and the Chief Shop

Steward, or their designate. The Union Business Representative may also attend. At this meeting the parties may be made aware of the Employees modified work. The discussion will include, but not limited to, the specific duties to be performed, the limitations that have been placed on the employee's activities, the durations of the modified work program, and the process to be used in monitoring the Employee's progress.

When there is a change required in the Employee's modified work plan, the group will reconvene to review the changes required.

The Employee, Assistant Plant Manager or designate, the Employee's Supervisor and Chief Shop Steward or designate will receive a copy of the modified work plan (Clearance To Return to Work) and any subsequent changes. The modified work plan will be considered as a confidential document.

ARTICLE 13 GENERAL PROVISIONS

13.1 A suitable rack will be furnished in the dressing rooms or elsewhere on which to hang wet clothes and aprons. This rack shall be in a place that is heated so that clothing will dry in a reasonable time.

13.2 The Company will allow adequate relief as well as the necessary time for changing clothes or equipment necessitated by change from one job to another where working conditions are different.

13.3 The Company agrees that the Union will have the right to use the bulletin board, to be used for posting notices of official Union business exclusively, and not to be used for discriminating political propaganda. **All** such notices shall be submitted to a Company official for approval before posting.

13.4 The Union agrees not to call a meeting of its members who are employees of the Company during working hours that will interfere with the normal operations of the Company.

13.5 All uniforms, smocks, aprons, caps, hairnets, gloves and new boots and any other special wearing apparel an employee is required to wear, shall be furnished and laundered by or at the expense of the Company. The first issue of new plastic coats on wet lines will be charged out at cost and further issues at no charge on exchange. The employee shall be responsible for any such apparel they may lose providing adequate lockers are supplied.

The Company further agrees to supply and clean Truck Drivers uniforms at no cost to the employee. It is understood and agreed that all such wearing apparel is the property of the Company.

a] Appropriate freezer coats and gloves will be provided for employees working in holding coolers or freezing units. The Company shall provide woolen gloves and felt insoles with each issue of new rubber boots. The number of coats supplied shall be determined by the Company. It is understood that such wearing apparel is the property of the Company and the employee must not take such wearing apparel away from the premises.

b] Upon completion of six (6) months service, employees required to wear safety shoes shall receive seventy-five dollars (\$75.00) towards the purchase of a new pair of safety shoes and thereafter shall be limited to seventy-five dollars (\$75.00) every six (6) months or one hundred and fifty dollars (\$150.00) every twelve (12) months. To qualify for reimbursement the old pair of safety shoes must be turned in at the time of replacement.

Employees required to wear rubber boots will be responsible to purchase their first pair. Thereafter the Company will provide replacement boots to the employee at no cost provided the old boots are turned in at the time of replacement.

Employees working in refrigerated areas are eligible to receive upgraded, insulated footwear as provided by the Company. Employees shall purchase their initial pair. The Company will provide subsequent issues at no cost provided the old boots are turned in at time of replacement.

The Company agrees to supply proper external hearing protection or internal hearing protection. The employee may elect which type to wear and will be allowed the option of wearing both.

c] The first issue of insulated vests to packaging department employees will be charged out at cost and further issues at no charge on exchange.

d] The Company shall provide all maintenance employees with the required tools. The parties agree that the principles covered in the Employment Standards Code shall apply. If it is determined that an employee is to be held responsible for the tool(s) then the employee shall replace them with like or better quality tool(s).

13.6 Union Representative calling on Plant:

Any authorized Union representative may, upon receiving permission from the Company, enter the Plant, providing however, the said representative shall not unduly occupy the time of employees during working hours.

In the event that the company deems it necessary to meet with an employee away from his/her work station, the employee will be accompanied by a steward.

Union representatives (Chief Shop Steward) shall not leave their work to process or deal with any matter without first advising and receiving approval from their immediate supervisor. The Company shall exercise reasonableness in their handling of such requests.

13.7 Recognition Of Shop Stewards:

a) Shop Stewards may be elected or appointed by the Union from time to time and the Company shall be notified by the Union of such elections or appointments.

b) Complaints and grievances of a minor or emergency nature, may be submitted verbally by the Shop Steward to the designated representative of the Company prior to processing in the manner outlined in Articles 18 and 19 of the Collective Agreement.

c) The Shop Steward may raise grievances and complaints with the Plant Manager/Plant Superintendent or in his/her absence the Department Foreman at a time suitable to both parties which may include time during regular working hours.

d) When a Shop Steward is investigating a complaint or grievance on Company time, he/she will first notify the Plant Manager/Plant Superintendent or Department Foreman. The time chosen for the investigation of the complaint or grievance must be acceptable to the Company, however, the Company will exercise reasonableness in the handling of such requests. The length of time involved in investigating the complaint or grievance, on Company time, will be that considered reasonable by both the Shop steward and the Plant Manager.

e) It is agreed that the Shop Steward and Plant Manager will make every effort to resolve the complaints and grievances as quickly **as possible**.

f) It is agreed that, as far as possible, the handling of complaints and grievances will be confined to such times that will minimize any interference with the operations of the Company.

g) The Chief Shop Steward, or their designate, shall be allowed to participate in the New Employee Orientation sessions as follows:

i] At the end of each session **the** Union representative will be allowed fifteen **(15)** minutes of paid time to address the new employees.

ii] During this time the Union representative may: explain the Union's structure and role within the plant, distribute copies of the Collective Agreement and/or other printed material, answer any questions that the new employees may have.

A Company representative will be in attendance at all times.

h) Shop Stewards will not suffer discrimination with respect to any condition of employment (including transfers) by reason of their involvement in lawful Union activities.

13.8 Employees will be granted time off without pay to keep doctor or dentist appointments or other appointments providing however, the Company is given one (1) weeks notice in advance except in emergency.

13.9 The Company agrees to display the Union Shop card which shall be furnished to the Company free of charge by the Union.

13.10 The Company agrees to provide copies of all attendance or discipline letters to the Union.

13.11 Pre employment medicals are to be paid for by the employee. All subsequent medicals required by the Company are to be paid for by the Company.

13.12 The company may request a Driver's Abstract at any time from an employee classified as a Truck Driver, or any employee temporarily filling that position, for the purpose of determining that the employee has a valid driver's license. The company will pay for the fee for obtaining the Abstract.

13.13 Payment of net wages owing will be made by electronic transfer of funds direct to the employee's bank account on each payday. Payment remittance advises which provide the supporting documentation for the electronic transfer will be issued to employees before the end of the last scheduled shift prior to the payday.

Payday is every second Friday. The electronic transfer of funds will be processed before twelve o'clock noon on those days. Where payday is a Statutory Holiday, then the transfer of funds will occur by twelve o'clock noon on the last working day prior to the Statutory Holiday.

Employees may select the financial institution of their choice and may change that designation by giving the Company thirty (30) days notice.

13.14 Time Off to Vote:

The Company agrees to fully comply with any law requiring that employees be given time off to vote.

ARTICLE 14 MANAGEMENTS RIGHTS

14.1 The Management of the Plant and the direction of the working force including (without limiting the generality of the foregoing) the right to hire, suspend or discharge for cause, to assign and re-assign employees to jobs, to transfer employees from department to department, to increase and decrease the working force, to determine the products to be handled, produced, processed or manufactured, the schedule of production, and the methods, processes and means of production and handling are vested exclusively with the Company provided these rights will not be used to discriminate against employees.

14.2 Cases of disagreement shall be dealt with in accordance with the Grievance Procedure as outlined in this Agreement.

14.3 The Company retains all rights to manage the business not limited by the express provision of this Agreement.

ARTICLE 15 HARASMENT

15.1 No employee shall be transferred, dismissed or discriminated against in any way for any lawful Union activity, or for serving on a Union Committee outside of business hours, or for reporting to the Union any violation of the provisions of this Agreement.

Any employee alleging wrongful transfer, dismissal, or discrimination, may place his or her allegation before the Union Representative and if said Representative considers that the objection has merit, the transfer, dismissal or lay-off shall become a grievance and be subject to the Grievance Procedure as established in this Agreement.

There shall be no discrimination against any employee for refusal to cross a legal picket line or obey a lawful Union order. The Company further agrees that there will be no discrimination with reference to Human Rights Act, Section 6, IA and B.

15.2 Harassment

The Union and the Company agree that the workplace should be free of harassment, as defined by the Company Policy-Harassment. The Company and Union will cooperate with each other in preventing and eliminating harassment.

ARTICLE 16
SUCCESSORS AND ASSIGNS CLAUSE

16.1 This Agreement shall be binding upon the Company herein, and its successors and assigns, and no provision herein contained, shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, or assignment, or any other form of business organization, or by any change geographical or otherwise, in the location of the Company herein. The Company agrees an Agreement has been entered into, as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term thereof, regardless of any kind of change, of any kind, in management, location, form of business, organization or ownership.

ARTICLE 17
GRIEVANCE PROCEDURE

17.1 Any complaint, disagreement, or difference of opinion between the parties hereto concerning the interpretation, application and operation, or any alleged violation of the terms of this Agreement, shall be considered a grievance.

All grievances not presented to the Company within thirty (30) calendar days from the date the grievance arose, shall be waived.

It is further agreed that fourteen (14) calendar days shall apply with respect to grievances concerning the dismissal of any employee.

First Step:

The employee shall discuss the matter with his or her immediate superior, or may request the Shop Steward or Union Representative to do so on his or her behalf.

if the Employee is not satisfied with this settlement, then:

Second Step:

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party following which the Union Representative or Representatives, and the Labour Relations Representative of the Company shall meet and in good faith shall endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached, or if the party fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served on the other require submission of the grievance to a Board of Arbitration. Such Board to be established in the manner provided in Article 18 of this Agreement.

17.02 The record of any disciplinary action shall not be referred to or used against an employee at any time after eighteen **(18)** months following such action.

ARTICLE 18 BOARD OF ARBITRATION

18.1 The grievance may be referred to a single arbitrator by notice in writing to the other party within thirty (30) calendar days of the decision in the second step of the grievance procedure.

The party requesting arbitration shall notify the other party by specifying a list of three (3) names it is willing to accept as a single Arbitrator. The party receiving the notice shall either accept one **(1)** of the persons suggested to act as the Arbitrator, or if it does not accept any of the persons, notify the other party accordingly and send a list of three (3) names it is willing to accept as a single Arbitrator. If the parties are unable to agree within twenty (20) working days after the request for arbitration on a person to act as a single Arbitrator, either party may request in writing that the Director of Mediation Services of the Province of Alberta appoint a single Arbitrator.

18.2 As an alternative to the above, the parties may agree to the following:
The Board of Arbitration shall be composed of three (3) members and shall be established as follows:

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Company and the Union shall each select a representative to serve on the Board of Arbitration. The Representatives so selected shall meet within five (5) days (excluding Sundays and holidays) after they have both been selected, and choose an additional member to act as Chairman. In the event of failure of the nominees of the Union and the Company, to agree upon a Chairman within five (5) days as specified, the Minister or Deputy Minister of Labour shall be immediately requested to name a third member who shall act as Chairman of the Board of Arbitration. Within five (5) days of the appointment of the impartial Chairman, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Company and the Union.

No person shall serve on the Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue. In reaching its decision the Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chairman shall be borne equally by the Company and the Union, unless otherwise provided by law. The findings and the decisions of the Board of Arbitration shall be binding and enforceable on all parties. A decision of the majority of the Board of Arbitration shall be deemed to be a decision of the Board.

ARTICLE 19 GUARANTEED WORK WEEK

This Section shall apply only to those employees who are permanent full-time employees of the Company.

For the purpose of this Section "full-time permanent employees" shall mean any employees employed on a full-time basis for a period of time exceeding three (3) consecutive months.

Where an employee entitled to the guaranteed work week is called to work during the week they shall be entitled to receive pay not less than on the following basis each year:

January 1st to May 31st receive thirty (30) hours pay for that week; June 1st to December 31st - thirty-six (36) hours pay for that week; regardless of the fact that such employee may not work for that many hours.

Effective July 11th, 1978 employees hired during the period between January 1st to May 31st upon completing thirty (30) calendar days of employment with the Company shall receive thirty (30) hours pay regardless of the fact that such employee may not work for that many hours.

The following provisions shall apply in this regard:

a] The Company will adjust employees in proportion to the work available or expected to be available. To provide such regular employees with guaranteed hours of work, the Company shall be free to distribute within departments and to transfer employees from one department to another, reasonable consideration being given to seniority, ability and to any extreme change in physical working conditions.

b] The Company expects all employees will perform conscientiously, whatever task may be assigned to them in their respective departments. If any employee refuses to perform the work assigned to them, the Company shall be absolved from any guarantee in respect of the work performed during that week.

c] The guarantee shall be the same for weeks in which one **(1)** of the eleven (11) Statutory Holidays occur as in other weeks, the pay received for said Statutory Holiday shall be regarded as part of the guarantee.

d] Any employee who is absent from work after having started to work on a week which would entitle them to receive the guaranteed work week, shall have their guarantee reduced by the time so lost.

e] Any employee who is laid off in excess of one (1) month is not eligible for the guaranteed work week provision in the week of recall.






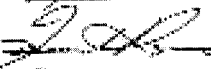




f] Where overtime or other Premium paid hours are worked they shall be computed as, one hour worked **is** one hour of the guarantee only.

**ARTICLE 20
TERMINATION AND RENEWAL CLAUSE**

This Agreement shall be effective from March 30, 2003, until March 31, 2006 and shall remain in force thereafter from year to year, but either party may not less than sixty (60) days before expiry or renewal date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

FOR THE UNION

FOR THE COMPANY

Signed this 9th day of July 2003.

APPENDIX A - WAGES

WAGES:	Effective Date	April 4,	April 3,
P1	<u>of Ratification</u>	<u>2004</u>	<u>2005</u>
Starting Rate	10.30	10.55	10.85
After 6 months	11.30	11.55	11.85
After 12 months	12.30	12.55	12.85
After 18 months	13.30	13.55	13.85
After 24 months (Base Rate)	14.63	14.88	15.18

P2

Graders	14.65	14.90	15.20
Rotomatic Operators	14.65	14.90	15.20

P3

Evisceration line	14.78	15.03	15.33
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P4

Assemble/sort orders	15.23	15.48	15.78
Grinder Operator	15.23	15.48	15.78
Parts Sorter (BBQ)	15.23	15.48	15.78
Power Jack Operator	15.23	15.48	15.78
Saw Operators	15.23	15.48	15.78
Scale Operators	15.23	15.48	15.78
Truck and Crate Wash	15.23	15.48	15.78
Tub Washer	15.23	15.48	15.78
Turkey from tank to line	15.23	15.48	15.78
Turkey Trussing (Cryovac)	15.23	15.48	15.78
Utility person	15.23	15.48	15.78
Vacuum Operator	15.23	15.48	15.78

**WAGES: Effective Date April 4, April
P5 of Ratification 2004 2005**

Freezer hand/forklift Op.	15.38	15.63	15.93
Receiver-Shipper	15.38	15.63	15.93
Truck Driver	15.38	15.63	15.93
Sanitation Person*	15.38	15.63	15.93

P6

Poultry Killer	15.80	16.25	16.60
Live Hangers	15.80	16.25	16.60

P7

Journeyman			
Electrician	23.90	24.15	24.45
Journeyman			
Millwright	23.90	24.15	24.45
Apprentice			
% of Journeyman	%	%	%
Maintenance Helper	16.90	17.15	17.45
Maintenance 5th Class	17.90	18.15	18.45

WAGE CLASSIFICATIONS P1, P2, P3 These positions will not require an employee to lift in excess of thirty five (35) pounds at any one time during the performance of their duties.

Working Foreman is paid \$0.50 per hour more than the top wage in his/her department or sub-section, with the exception of the Maintenance Dept. The Maintenance Working Foreman will be paid \$0.50 above their current classified rate.

Effective the date of ratification, all employees on payroll who have completed their probationary period will receive a signing bonus of \$200, payable in the next pay period.

Note: The rate of pay for employees in the Apprenticeship program will be the percentage of the Journeyman rate as specified by the Department of Apprenticeship and Industrial Training for the Province of Alberta.

Any employee who has completed in excess of six (6) months service and who is assigned to a classified position, shall receive the classified rate of pay for all hours worked on the Job.

Effective the date of ratification, all employees on payroll who have completed their probationary period will receive retroactive pay on all hours paid since July 12, 2003.

Employees who have terminated their employment prior to the date of ratification shall have 30 calendar days subsequent to the date of ratification to apply for retroactive pay and will receive payment within forty-five (45) days from the date of ratification.

LILYDALE ATTENDANCE PROGRAM

Whenever an employee is unable to attend work a loss is incurred both by the employee and the Company.

We all understand that there will be occasions during everyone's work life when they will be unable to attend work, but it would seem to make good sense to work together to find ways of avoiding the avoidable absences, or working together in a genuine attempt to create and maintain an environment both physical and social that will promote regular attendance at work, along with an understanding that we have a shared interest in lowering the incidence of absence.

The Lilydale Attendance Program was a first attempt to start down this road of co-operation. Some of the employees found the program intimidating and felt it was negative, rather than positive, as intended. Hopefully the following revisions will help to alleviate these impressions.

SECOND PART

LILYDALE ATTENDANCE PROGRAM

It is understood that the Lilydale Attendance Program **is** to be revised to incorporate the following changes:

1. That absences as a result of occupational illness or injury (W.C.B.) shall not be within the scope of the Program.
2. That reference to “termination of employment”, as outlined in the Lilydale Attendance Program, shall not apply to those employees covered by the current Collective Agreement, but will be determined in accordance with the provisions of Article 4.13.
3. That the Program will be changed in such a manner as to reflect its positive intent.
4. The Company agrees to amend the Attendance Program letters on employee files that refer to W.C.B. absences or termination of employment.

LETTER OF UNDERSTANDING

between: Lilydale Co-operative Limited
Edmonton, Alberta

and: United Food and Commercial
Workers Local 1118
Edmonton, Alberta

The company recognizes that temperature fluctuation in the staff lunch and change rooms have been a problem and will work towards solving the problem.

FOR THE UNION

FOR THE COMPANY

John Ventura

Jacques Pelletier

Signed this 9th day of July, 2003.

LETTER OF UNDERSTANDING

between: Lilydale Co-operative Limited
Edmonton, Alberta

and: United Food and Commercial
Workers Local 1118
Edmonton, Alberta

The parties agree to the following:

That Article 3.1, Definition of departments be deemed to include:

Packaging to consist of five (5) sub-sections:

- Breast Deboning
- Deli
- Multi-cut
- Turkey Deboning
- Cryovac

Employees working in a particular Sub-section shall be given first opportunity of working overtime that is required in that Sub-section. If an employee does not wish to work the overtime, it shall be offered to the other employees in "Packaging" as a whole starting with the most senior. In the event that no other "Packaging" employee wishes to work the overtime the employee in whose Sub-section the overtime occurs will be required to work the overtime.

Employees who have not been assigned to a particular Sub-section shall operate their seniority in respect to overtime in the Sub-section they are first assigned to on that day.

This Letter of Understanding will come up for review in the event of a change in the operation of "Packaging."

FOR THE UNION

FOR THE COMPANY

John Ventura

Jacques Pelletier

Signed this 9 day of July, 2003.

LETTER OF UNDERSTANDING

between: Lilydale Co-operative Limited
Edmonton, Alberta

and: United Food and Commercial
Workers Local 1118
Edmonton, Alberta

In the event of complete plant closure during the term of this Collective Agreement, the Company will set up a joint Union/Management Plant Closure Committee. This committee will consist of the following individuals:

- 1) For the Union - up to three (3) members designated by the Union.
- 2) For the Company - up to three (3) members of management.

This committee will deal with the various issues concerning employees and the Company will make a sincere effort to give as much notice as possible in the event of a complete plant closure.

This letter will be null and void and have no force or effect following the current term of this Collective Agreement.

FOR THE UNION

FOR THE COMPANY

John Ventura

Jacques Pelletier

Signed this 9th day of July, 2003.

LETTER OF UNDERSTANDING

between: Lilydale Co-operative Limited
Edmonton, Alberta

and: United Food and Commercial
Workers Local 1118
Edmonton, Alberta

The parties agree to set up a joint Union/Management labour relations committee. This committee will be composed of the following individuals:

- 1) For the Union - Full time Union Rep., Chief Steward or his/h^{er} designated representative and one (1) other member of the bargaining unit.
- 2) For the Company - **up** to three (3) members of management.

This committee will meet on a monthly basis to review issues of concerns to both parties.

FOR THE UNION

FOR THE COMPANY

John Ventura

Jacques Pelletier

Signed this 9th day of July, 2003.

LETTER OF UNDERSTANDING

between: Lilydale Co-operative Limited
Edmonton, Alberta

and: United Food and Commercial
Workers Local 1118
Edmonton, Alberta

RE: Scheduling of Hours and Weekly Guarantee

It is agreed that when scheduling work the normal workweek will be considered as forty (40) hours per week for Full time employees.

The weekly guarantee *is* considered to be a minimum number of hours payable and is not the intent of the Company to schedule the guaranteed hours as maximum number of hours.

When the number of available hours is reduced **for** an extended period of time, the Company will make reasonable effort to allow senior employees the opportunity to maximize their scheduled hours including the adjustment of staff levels and/or gang adjustments, providing it does not affect any of the production standards.

FOR THE UNION

FOR THE COMPANY

John Ventura

Jacques Pelletier

Signed this 9th day of July, 2003.

LETTER OF UNDERSTANDING

between: Lilydale Co-operative Limited
Edmonton, Alberta

and: United Food and Commercial
Workers Local 1118
Edmonton, Alberta

RE: Hours of Work

The Company and the Union acknowledge that the changing business conditions may require a change to the hours of work as set out in the collective agreement. On the basis of the foregoing, the Company and the Union agree that a revision to the hours of work shall be negotiated in the event a change is required to the basic work week or to implement a six or seven day processing schedule without the penalty of overtime rates. It is acknowledged that the results of the negotiations are subject to ratification by the respective parties.

FOR THE UNION

FOR THE COMPANY

John Ventura

Jacques Pelletier

Signed this 9th day of July, 2003.

LETTER OF UNDERSTANDING

between: Lilydale Co-operative Limited
Edmonton, Alberta

and: United Food and Commercial
Workers Local 1118
Edmonton, Alberta

The Company will allow an additional five (5) minutes at each break period to accommodate the employees' requirements to comply with HACCP regulations.

FOR THE UNION

FOR THE **COMPANY**

John Ventura

Jacques Pelletier

Signed this 9th day of July, 2003.

A large, stylized handwritten mark, possibly initials or a signature, consisting of a large 'M' or similar character with a vertical stroke through it.