



agreement

between

J.M. SCHNEIDER INC.

and

**THE SCHNEIDER
EMPLOYEES' ASSOCIATION**

KITCHENER — ONTARIO

JUNE 1988 — MAY 1991

00281 (02)

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THIS AGREEMENT

**ENTERED INTO AS OF THE FIRST DAY OF
JUNE 1988**

MADE BY AND BETWEEN:

J.M. SCHNEIDER INC.

hereinafter referred to as the Company

and

SCHNEIDER EMPLOYEES' ASSOCIATION

hereinafter referred to as the Association

ARTICLE 1 — PURPOSE

It is the purpose of this agreement to maintain and promote harmonious relations between the Company and the Association and the employees who are represented by the Association and to provide the negotiated terms and conditions of employment of such employees. Both parties agree that their mutual interest lies in friendly co-operation to promote the mutual interest and welfare of both the Company and such employees.

ARTICLE 2 — RECOGNITION

[2.1] Bargaining Agent

The Company recognizes the Association, which is certified by the Labour Relations Board of Ontario, as the sole and exclusive bargaining agent for all employees at Kitchener, save and except Shift Foreman, persons above the rank of Shift Foreman, Office Staff, and Sales Staff. Use of the masculine gender in the agreement shall be considered also to include the feminine.

Where the term Association is used, it shall mean the Executive Officers of the Association.

[2.2] Transfer of Operations

The Company agrees that if the existing operations covered by this agreement or part of it are moved or transferred to another facility operated by J.M. Schneider Inc., outside the bargaining unit, affected full time employees shall have the first opportunity to transfer without loss of seniority and service, subject to the provisions of any collective agreement in place at such facility.

ARTICLE 3 — ASSOCIATION SECURITY

[3.1] Membership

All employees covered by this agreement shall be required on or before the first work day of actual employment, to become members of the Association and sign a dues deduction authorization form.

[3.2] Part-Time Employees

Part-time employees may be employed as per Article 10.1 c)

Part-time employees are not entitled to the following provisions of the Collective Agreement:

- a) Article 9.8 and 9.9
- b) Article 10.2 to 10.7 inclusive
- c) Article 11.1 to 11.3, 11.5 and 11.6
- d) Article 12.2, 12.3 and 12.4
- e) Article 23.3, 23.4 and 23.7
- f) Letters of Understanding, except #1, #4 and #8
- g) All Letters of Intent

Where qualified full-time employees would prefer to work the hours of work proposed for an eight hour part-time shift, they shall be accommodated.

[3.3] Payment of Dues

The Company agrees that it shall deduct from the pay of each employee the dues of the Association as determined by it from time to time, in accordance with the constitution of the Association. Such deductions from pay shall be remitted every week by the Company to the Treasurer of the Association in the week following such deduction.

[3.4] Contracting Out

The Company prefers to have the work done by its employees, although, at times, it is necessary to have work done by outside contractors. The relevant factors which the Company will consider before contracting out the work will be as follows:

Availability of the required skills, duration and frequency of the job, urgency of the job, cost and availability of equipment.

Any job that the Company feels may be contracted out will be discussed with the Association before a decision is made. The Company agrees that it will deal fairly and honestly with any decision to contract out.

The word "prefers" as used in this article, means the Company's first choice is to utilize its own employees.

The Company agrees to utilize the present 'outside contractor's form' unless agreed by the Company and the Association to change the form.

Any changes in installations or truck routes presently covered by bargaining unit employees will be discussed in advance with the Association.

[3.5] Foremen Working

Foremen and Shift Foremen shall not do any bargaining unit work except for training or in cases of emergency.

Shift Foremen shall not perform any overtime work normally done by a bargaining unit member unless there is no bargaining unit member available or qualified to do the job.

[3.6] Officers and Stewards of the Association

The Company recognizes that Stewards of the Association are required from time to time to investigate and process grievances or discuss with supervision other matters affecting employees.

When it becomes necessary for a Steward to leave his/her job to attend to these matters they will give supervision as much advance notice as possible, at which time supervision will make arrangements for the Steward to be relieved within one hour after receiving such request.

The Association agrees that in the exercising of its rights and in the administration of this agreement, it shall do so in a fair and just manner.

ARTICLE 4 — MANAGEMENT RIGHTS

The management of the plant and the direction of the working force are vested exclusively with the Company. The Company retains the sole right to hire; discipline; discharge for just cause; layoff; assign duties, promote and transfer employees; and to determine the starting and quitting time and the number of hours to be worked; to determine the product to be handled, produced or manufactured; the schedules of production and the methods, processes and means of production or handling subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this contract.

The Company agrees that in the exercising of its management rights and in the administration of this agreement, it shall do so in a fair and just manner.

ARTICLE 5 — DISCRIMINATION

The Company and the Association 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 in the Association or because of his activity or lack of activity in the Association.

ARTICLE 6 — GRIEVANCE PROCEDURE

[6.1] Grievance Committee

The Association shall establish a grievance committee of not less than three (3) or more than five (5) and the Company shall be kept informed of the personnel of such committee.

[6.2] Substitution of Members

In the event of the absence of any members of Management or the Association, substitution may be made by members of equal rank on either side.

[6.3] Initiation Time of Grievance

A grievance will not be considered by the Company or the Association, unless grievance procedure is initiated within seven (7) full working days of the event on which the grievance is based.

[6.4] Time Limits

Time limits imposed in this article shall apply equally to the Company and the Association but may be extended by mutual agreement. Working days, as referred to in this article, shall not include Saturdays, Sundays or Statutory Holidays.

[6.5] Grievance Steps 1 - 4

Should any differences arise as to the interpretation, application or non-application of the provisions of this Agreement, an earnest effort will be made to settle the same in the following manner.

FIRST: There will be a discussion between the aggrieved employee, with the departmental steward, and the shift foreman/foreman of the department involved. This step of the procedure to be processed and a decision rendered by the shift foreman/foreman within two (2) full working days.

SECOND: If the matter has not been settled, the grievance must be presented in writing to the foreman and signed by the aggrieved employee, or employees concerned. At this stage of the grievance procedure, the employee, the departmental steward, the Chief Steward of the shift, the foreman and the divisional superintendent concerned and the Manager of Employee Relations will deal with the grievance. For matters relating to Traffic, the Eastern Traffic Manager will attend, and, for distribution, the distribution foreman will attend. This step of the procedure to be processed within two (2) full working days and a decision rendered within another two (2) full working days.

THIRD: If the grievance is still not settled, it shall be presented in writing to the Operations Manager of the area for matters related to production; to the Superintendent of Distribution for matters related to Distribution; to the National Transportation Manager for matters related to Traffic. The Company representative shall then convene

a meeting comprising the aggrieved employee, the departmental steward, the President of the Association and/or members of the Grievance Committee and the National Employee Relations Manager. This step of the procedure to be processed within five (5) full working days and a decision rendered within another five (5) full working days. FOURTH: If a settlement is still not reached, the grievance shall be presented within three (3) full working days of the decision under Step 3 to the Director of Personnel (or his delegate in his absence), who shall then convene a meeting comprising the Director of Meat Operations for matters related to production; the National Distribution Manager for matters related to Distribution and to Traffic; the National Engineering and Maintenance Manager for matters related to Maintenance, the President of the Association and/or members of the Grievance Committee and the grievor. This step of the procedure to be processed and a decision rendered within five (5) full working days.

[6.6] Company Grievance

The Company has the right to present a grievance against the Association, its officers, its members in the bargaining unit or other representatives for failure to comply with the terms of this Agreement. Any grievance presented by the Company shall be in writing to the Secretary of the Association and shall be dealt with by the Grievance Committee of the Association and shall be entered at the third step of the Grievance procedure.

[6.7] Association Grievance

The Association has the right to present a grievance against the Company for alleged violations of this Agreement, provided that such grievance could not be filed under the terms of this Agreement by an individual employee and provided that the interest of the Association, or the interest of the members of a department, or the members of a group of departments in an area, is affected. Any grievance presented by the Association shall be in writing to the Director of Personnel and Public Relations, and entered at the fourth step of the grievance procedure.

[6.8] Request for Arbitration

If an amicable settlement is not arrived at through the foregoing procedure, the matter in dispute shall be referred to arbitration. The request for arbitration must be made within five (5) full working days of the completion of the Fourth Step of the grievance procedure referred to in this article.

ARTICLE 7 — ARBITRATION

[7.1] Arbitrable Matters

Both parties to this agreement agree that any dispute or grievance concerning the interpretation, application, or alleged violation of this agreement, which has been properly carried through the appropriate steps of the grievance procedure outlined in Article 6, and which has not been settled, or any dispute as to whether a matter is arbitrable, will be referred to a Board of Arbitration at the written request of either of the parties hereto.

[7.2] Appointment of Arbitrators

The Board of Arbitration will be composed of one person, appointed by the Company; one person appointed by the Association; and a third person to act as chairman chosen by the other two members of the Board. Each party will notify the other, in writing, of the name of its appointee within five (5) working days of the request by either party for a Board.

Should the person chosen by the Company and the person chosen by the Association fail to agree on a third person within ten (10) days of the notification mentioned above, the Minister of Labour of the Province of Ontario, will be asked to nominate a person to act as chairman.

The Association or the Company shall have the right to refer any arbitrable matter to a single arbitrator. The selection of the single arbitrator shall be the subject of mutual agreement of the parties. In the event of a failure to agree upon a single arbitrator, the arbitrable matter shall then be referred to a three member board as provided above.

[7.3] Decision of the Board

The decision of a Board of Arbitration, or a majority

thereof, constituted in the above manner, shall be binding on both parties and upon any employee concerned in, or affected by, the decision.

[7.4] Power of the Board

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.

[7.5] Expenses of Arbitration

Each of the parties to this agreement will bear the expenses of the nominee appointed by it to the Arbitration Board, and the parties will jointly bear the expense, if any, of the chairman. In the case of the appointment of a single arbitrator, the parties will jointly bear the expense, if any.

[7.6] Time Limits

Time limits imposed in this article shall apply equally to the Company and the Association but shall be extended, by mutual agreement, and shall exclude Saturdays, Sundays, and Statutory Holidays. Extensions of time limits shall be granted on request for just cause.

ARTICLE 6 -- DISCIPLINE, SUSPENSION OR DISCHARGE

[8.1] Discipline, Suspension or Discharge for Just Cause

The Company reserves the right to discipline, suspend or discharge for just cause, including having or consuming intoxicants or unauthorized drugs on company property; theft, disorderly, immoral or indecent conduct; continued absence or irregular attendance; habitual lateness, loitering during working hours; smoking in prohibited areas; insubordination or refusal to do work assigned; wilful or deliberate violation of safety practices or plant rules, or for any offence that while not specifically listed, is considered to be detrimental to the welfare of this Company and its employees.

No discipline, suspension or discharge will be processed unless there is a departmental steward or an Officer of the Association in attendance, where possible, to represent the employee.

[8.2] S.E.A. Notification

The Association Secretary shall be notified immediately, in writing, of all suspensions and discharges.

[8.3] Unjust Discipline!, Suspension or Discharge

Any employee who feels he has been unjustly disciplined, suspended or discharged shall have the right to appeal through the grievance procedure. Grievances dealing with discipline other than suspension or discharge shall be processed in accordance with Article 6.3 commencing at the first step. In the case of grievances dealing with suspension or discharge, the employee must notify the Grievance Committee within two (2) full working days after suspension or discharge and the Grievance Committee must present the matter in writing to management involved or his delegate, within two (2) full working days after receiving notification from the suspended or discharged employee and the same shall be entered at the third step of the grievance procedure. A probationary employee's appeal shall be limited to the fourth step of the grievance procedure. If, upon review by management, it is found that an employee has been unfairly or unjustly suspended or discharged, he shall be awarded whatever lesser discipline is appropriate, or if circumstances warrant, he shall be reinstated and recompensed for loss of earnings resulting from such unfair or unjust suspension or discharge.

Employees discharged or suspended may not remain in the plant after their discharge or suspension. The only time they may return is to attend a grievance hearing under this clause.

[8.4] Disciplinary Notification

The Company will remove references to disciplinary action from the employee's record as follows: written warning after a twenty-four (24) month period; reprimand or suspension after a thirty-six (36) month period provided however, there has been no further disciplinary action

taken against the employee during the applicable period referred to above.

Exceptions to the above include reprimands or suspensions for the following serious offences: illegal strike, slow-down, work stoppage, insubordination or fighting.

ARTICLE 9 — RATES OF PAY

500 1

[9.1] Wage Rates

Effective June 1, 1988, the starting rate for new full-time employees will be 75% of the base rate or \$10.22 per hour. Effective June 4, 1989, the new starting rate will be \$10.67 per hour, and effective June 3, 1990, the new starting rate will be \$11.16 per hour. Automatic increases of 1/5 of the difference between the hiring rate and the base rate will be granted on the completion of six (6), twelve (12), sixteen (16), twenty (20) and twenty-four (24) months service for employees in all departments except the Poultry and Cafeteria departments.

Poultry Department — New full-time employees will start at the rates shown above and will receive automatic increases of 1/5 of the difference between the hiring rate and the base rate upon completion of ten (10), twenty (20), thirty (30), forty (40) and fifty (50) weeks service.

Cafeteria Department -- Effective June 1, 1988, the Cafeteria base rate will remain at \$12.00 per hour. A premium of \$.55 per hour will be paid until June 3, 1989. This premium will be paid weekly to a maximum of forty (40) regular hours per week worked in the Cafeteria. Payment will apply to eligible vacation and statutory holidays.

Effective June 4, 1989, the Cafeteria base rate will remain at \$12.00 per hour. A premium of \$.55 per hour will be paid until June 2, 1990. This premium will be paid weekly to a maximum of forty (40) regular hours per week worked in the Cafeteria. Payment will apply to eligible vacation and statutory holidays.

Effective June 3, 1990, the Cafeteria base rate will remain at \$12.00 per hour. A premium of \$.55 per hour will

be paid until May 31, 1991. This premium will be paid weekly to a maximum of forty (40) regular hours per week worked in the Cafeteria. Payment will apply to eligible vacation and statutory holidays.

Automatic: increases of 1/5 of the difference between the hiring rate and the base rate will be granted on the completion of six (6), twelve (12), sixteen (16), twenty (20) and twenty-four (24) months of service.

NOTE: For the purposes of the rate progression scale, a full-time employee will receive credit for one day's service when he completes a minimum of four (4) regular hours work in a day.

Part-time Employees — Effective June 1, 1988, the starting rate for new part-time employees will be \$10.22 per hour. Effective June 4, 1989, the new starting rate will be \$10.67 per hour, and effective June 3, 1990, the new starting rate will be \$11.16 per hour.

The base rate of pay for part-time employees will be calculated at 95% of the full-time base rate. Automatic increases of 1/5 of the difference between the starting rate and the base rate will be granted on the completion of six (6), twelve (12), sixteen (16), twenty (20) and twenty-four (24) months service.

NOTE: For purposes of the rate progression scale, a part-time employee will receive credit for a week of service when he works his scheduled hours in any week.

RATE SCHEDULE

Full-time Employees	Red Meat	Poultry	Cafeteria
June 1, 1988 - Hire Rate	\$10.22	\$10.22	\$10.22
- Base Rate	<u>13.63</u>	11.22	12.00
June 4, 1989 - Hire Rate	\$10.67	\$10.67	\$10.67
- Base Rate	<u>14.23</u>	11.74	12.00
June 3, 1990 - Hire Rate	\$11.16	\$11.16	\$11.16
- Base Rate	<u>14.88</u>	12.28	12.00

Part-time Employees	Red Meat Poultry Cafeteria		
June 1, 1988 - Hire Rate	\$10.22	\$10.22	\$10.22
- Ease Rate	12.95	10.66	11.40
June 4, 1989 - Hire Rate	\$10.67	\$10.67	\$10.67
- Base Rate	13.52	11.15	11.40
June 3, 1990 - Hire Rate	\$11.16	\$11.16	\$11.16
- Base Rate	14.14	11.66	11.40

If the Consumer Price Index (Canada - All items - 1981 = 100) published on or about May 16, 1990, exceeds the index published on or about May 16, 1989 by more than five (5) percent, then effective June 3, 1990, the base rate will be increased by a cost of living allowance equal to one (\$.01) cent for each full .2 points in excess of the 5% increase in the C.P.I.

[9.2] Two (2) Job Rates

When an employee regularly performs two (2) or more jobs, he will receive the higher rate for eight (8) hours if the higher rated job exceeds one (1) hour.

[9.3] Rates on Temporary Transfer

Pay rates of qualified employees on temporary transfer to higher rated jobs shall be adjusted to the higher rate
f o r

- all hours worked on the higher rated job if the higher rated job is performed for more than one (1) hour during the regular shift.
- all hours worked on the higher rated job during overtime, except for daily overtime that is scheduled for thirty (30) minutes or less
- all "higher rate time" will be rounded to the closest one half hour
- employees temporarily transferred to lower rated jobs at their request or on advice of their physician, will assume the rate of such job commencing the first full shift on the lower rated job.

[9.4] Rates on Permanent Transfer

An employee permanently transferred to another job will be paid his existing rate or the rate of the job to which he has transferred *whichever* is the lesser. When qualified, or within three (3) months, his rate shall be adjusted to the prevailing job rate. On jobs requiring a high degree of skill, it may be mutually agreed between the Company and the Association, that a longer period is justified. Qualified as used above shall mean the ability to regularly perform the job without instruction or assistance.

[9.5] Rates - Changes in Method of Production

Where changes in method of production or new jobs are introduced, the Company will determine the new rates of pay and classification after the staff has gained experience on the new method or job. This review will be completed within six (6) weeks of the agreement to conduct said review. New rates of pay established will be effective the date an acceptable degree of proficiency is attained by the worker. If a lower rate of pay has been established, the employee shall retain his rate of pay until the next contractual wage increase (or until he transfers to another job) at which time the adjustment will be made.

If a new or changed rate of pay is in dispute, a qualified industrial engineer, who is a member of the Association, shall review the process by which the rate of pay was set in accordance with the established procedure agreed to by both parties for determining rates of pay.

Should the rate of pay for a new or changed job remain in dispute after all relevant factors used in the determination of the rate of pay have been examined, it may be introduced as a grievance entered at the third step of the grievance procedure.

[9.6] Probationary Rates

New full-time and part-time employees will receive their job bracket value at the end of the thirteen (13) weeks or whenever qualified, whichever comes first.

The hiring rate for Maintenance employees will be 5% below the rate of the job.

[9.7] Job Bracket Values

Increment of job bracket values will be \$.08.

Effective June 4, 1989, the job increment values will increase to \$.085.

Effective June 3, 1990, the job increment values will increase to \$.09 for the duration of this Collective Agreement.

[9.8] Work Measurement and Job Standards

The following procedures will apply during all work studies performed by Company and Association representatives.

- a) Only qualified full-time employees with appropriate skills and ability will be studied for the purpose of establishing permanent work standards. Whenever possible, this will be an employee(s) who normally performs the work.
- b) A reasonable number of cycles and a majority of the total will be taken during a work study in order to ensure that all elements of the job(s) are included and to improve statistical accuracy.
- c) Start and stop times will be recorded along with the name of the individual studied.
- d) All strike-outs on a time study must have a recorded reason.

[9.9] Job Standards Disputes

It is understood that the Company will make every effort to establish fair and accurate work standards and that employees and the Association will give every work standard a fair and just trial by working conscientiously against those standards.

If after the fair and just trial period, the Association is still not satisfied that an average qualified worker, working conscientiously can maintain a performance of 100%, a recheck study will be made by the Company when requested.

If the standard is still in dispute after the Company audit, a qualified member of the Association may conduct a study using established Company work measurement techniques.

Should the new job rate remain in dispute after a comparison of the Company and the Association studies, it may be introduced as a grievance starting at the second step of the grievance procedure.

It is further agreed that where the new job rate remains in dispute at the fourth step of the grievance procedure, the Company and the Association may, by mutual agreement, appoint a qualified independent industrial engineer to conduct a separate study. The expense of such study shall be shared by the Company and the Association.

[9.10] S.E.A. Notification

Subject to the provisions otherwise specified in this Agreement, the Company agrees that the Officers of the Association be provided with information regarding the pay rate and progress of any individual employee.

Where the Company has established a new rate of pay and job classification under Article 9.5, and the rate of pay is in dispute, the Association's Industrial Engineer will be granted access to the Company studies (including job descriptions where they exist) pertaining to the review.

**ARTICLE 10 — HOURS OF WORK, OVERTIME
AND PREMIUMS**

[10.1] Regular Work Week

a) Full-time employees

The regular work week for full-time employees shall consist of five (5) consecutive shifts, eight (8) hours per day, forty (40) hours per week, from Sunday at 10:00 p.m. to Saturday, inclusive except for Stationary Engineers and part-time employees.

b) Stationary Engineers

The regular work week for Firemen and Stationary Engineers shall consist of five (5) shifts, Monday to Sunday inclusive. Two (2) consecutive days in each work week are allowed off, and for all purposes, shall be considered sixth and seventh shifts, in that order.

- c) Part-time employees may be employed from Monday to Friday to a maximum of eight (8) hours per day or less, twenty-four (24) hours per week or less and in no event will they exceed five (5) shifts per week.

[10.2] Changes to Weekly Schedule

No individual employee's weekly schedule shall be changed without at least twenty-four (24) hours prior notice from the start time of his existing shift or, in the case of a group, seven (7) calendar days without the approval of the individual or group. This does not apply to the daily schedule.

In the event it becomes necessary to change an individual employee's weekly schedule without at least twentyfour (24) hours prior notice from the start time of his existing shift, time and one-half will be paid for any work performed in the first shift of the new schedule.

In the event it becomes necessary to change the weekly schedule of a group without seven (7) calendar days' notice, time and one-half will be paid for any work performed within the balance of the seven (7) days on the new schedule.

The above shall not apply for the purpose of providing the weekly guarantee in the event of a layoff.

Provisions of this article shall apply to full-time employees only.

[10.3] Changes to Dally Start Time

Employees other than Traffic Department drivers required to report later than their regular start time without twenty-four (24) hours notice for an individual or seven (7) calendar days for a group, will be paid one and one-half times their regular rate for hours worked beyond the regular quitting time.

Employees other than Traffic Department drivers required to report earlier than their regular start time without twenty-four (24) hours notice for an individual or seven (7) calendar days for a group, will be paid one and one-half times their regular rate for hours worked prior to the regular start time. Where the term Traffic Department is used, it Shall exclude 'donkey' drivers and employees of Inter Plant Department.

Provisions of this article shall apply to full-time employees only.

[10.4] Daily Overtime

One and one-half times the hourly rate will be paid for all hours in excess of eight (8) hours per shift, except those hours in excess of twelve (12) per regular shift will be paid at two (2) times the regular hourly rate. Vacation hours will not be credited to hours worked in calculating daily overtime, if taken in a fashion that extends the employee's work day beyond the normal shift end.

An employee who volunteers to work overtime prior to his regular shift will be paid the overtime rate for those hours worked up to his regular start time and must work his regular shift thereafter.

When the overtime schedule is posted on the appropriate bulletin board in the first four (4) hours of the shift, any errors or omissions will be brought to the attention of the scheduler by the missed employee (excludes maintenance).

Failure to do so will nullify any right to the grievance procedure.

[10.5] Sixth Shift and Unscheduled Saturday

One and one-half times the hourly rate will be paid for the first eight (8) hours paid on the sixth shift and on an unscheduled Saturday. Two (2) times the regular hourly rate will be paid for hours in excess of eight (8). If during the week preceding the sixth shift or Saturday, the employee has been charged with an inexcused absence, he shall receive his regular rate to a maximum of eight (8) hours and time and one-half thereafter.

[10.6] Seventh Shift and Unscheduled Sunday

Two (2) times the regular hourly rate shall be paid for work performed on the seventh shift and on an unscheduled Sunday. If during the week preceding the seventh shift or Sunday, the employee has been charged with an inexcused absence, he shall receive one and one-half times the regular rate to a maximum of eight (8) hours and two (2) times the regular rate thereafter.

[10.7] Scheduled Saturday and/or Sunday

Employees whose regular work schedule includes a Saturday or Sunday, will be paid one and one-half times their regular rate for hours on a shift which begins on a Saturday or Sunday to a maximum of eight (8) hours. Two (2) times the regular hourly rate shall be paid for hours in excess of eight (8). This premium shall not apply to hours after midnight on Friday, which are part of the Friday shift. The premium shall not apply to distribution employees whose regular schedule starts on Sunday night.

[10.8] Work Performed on Statutory Holiday

Two (2) times the regular hourly rate shall be paid for all work performed on a designated Statutory Holiday.

[10.9] No Accumulation of Premiums

There shall be no accumulating of overtime premiums for the same hours worked and/or paid for, but the highest overtime premium shall apply. This does not apply to Articles 10.2 or 10.3.

[10.10] Off-Shift Premiums

An off-shift premium of thirty-five (35) cents per hour; effective June 3, 1990, forty (40) cents per hour, shall be paid to shift workers whose regular work schedule starts between noon and midnight. Employees working on shifts beginning after twelve (12) midnight and before 7:00 a.m. shall receive the off-shift premium for all hours worked up to 7:00 a.m. This premium shall apply to workers who are receiving overtime pay for overtime worked.

[10.11] Freezer Premium

A freezer premium of twenty-five (25) cents per hour shall be paid to employees assigned to work in the freezer. A freezer shall be defined as a room or area of the plant that is constantly held at -4 C (25 F) or colder.

ARTICLE 11 — GUARANTEES AND CALL-INS

[11 .1] Minimum Week

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Hourly rated full-time employees who are scheduled to work and who are at work are guaranteed a weekly pay equal to thirty-seven (37) hours at their regular hourly rate. Should the lack of work be attributed to circumstances over which the Company has no control, excluding mechanical breakdown, this guarantee will be reduced by the number of hours lost.

Each hour of overtime worked during the minimum week will be credited as one hour against this guarantee, to a maximum of five (5) hours. Pay received for hours worked on the sixth and seventh shifts will not be included in this guarantee.

If the employee fails to avail himself of the regular hours of work provided, the guaranteed minimum week shall be reduced by the difference between actual hours worked and the hours of work made available.

When a recall from layoff occurs other than at the beginning of the regular work week, the weekly guarantee will be reduced proportionately by those days that the employee was on layoff.

[11 .2] Statutory Holiday in Minimum Week

Statutory Holidays paid for during any week where the minimum guarantee is effective shall be considered as part of and included in the pay for the minimum week. Any hours worked on a Statutory Holiday shall be counted against this minimum week, Statutory Holidays falling on the sixth or seventh shifts will not be included as part of the minimum guaranteed week.

[11.3] Exclusions to Minimum Week

Provisions of items 11.1 and 11.2 shall not apply to part time or probationary employees.

[11.4] Reporting Minimum — Normal Shift

Any employee who reports for his normal shift and is sent home before four (4) consecutive hours; work have been completed shall be paid a minimum of four (4) hours pay at his regular rate. To qualify, the employee must be available and willing to accept such work as may be provided, providing that such work is made available during normal working hours. Should the lack of work be attributable to circumstances over which the Company has no control, excluding mechanical breakdown, this guarantee is waived and the employee will be paid only for the time worked.

- a) All part-time employees who have reported to work will be paid two (2) hours pay at their rate.

[11.5] Reporting Minimum — 6th or 7th Shift or Statutory Holiday

Employees who are scheduled and work on their sixth shift, seventh shift or Statutory Holiday will be guaranteed a minimum pay of six (6) hours at their regular rate.

[11.6] Call-In

Any employee who is requested to return to work after completing his regular daily shift and the work period is four (4) hours or less, it shall be paid at the appropriate overtime rate with a minimum equivalent of four (4) hours pay at the regular rate. If the hours worked exceed four (4), it will be considered as a second shift worked in that day and paid according to Article 10.3. The call-in shall be through when the job for which he has been called in is completed or at the commencement of his regularly scheduled shift, whichever occurs first. Employees will be allowed to complete their regular schedule for the balance of that week. Hours worked on the sixth shift of that week, will be included for the purpose of the guaranteed minimum week. Provisions of this paragraph shall not apply to part-time employees.

[11.7] Compensable Accident

Employees who are injured and lose pay as a result of a compensable accident during a shift, will receive an amount equal to their regular rate for the regularly scheduled shift to a maximum of eight (8) hours. However, if the employee has started into overtime, or if the overtime schedule at the shift end is normally and regularly worked by the employee, an amount equal to the scheduled overtime shall be paid to the injured employee.

This is applicable to the 6th and 7th shifts and Statutory Holidays provided the employee has actually commenced work on such shifts.

ARTICLE 12 — REST PERIODS AND MEALS

[12.1] Straight Eight Hour Shift

Employees who are working on a straight eight hour shift basis, other than those who eat their meal on the job, shall receive a paid ten (10) minute rest period and a paid twenty (20) minute lunch period in each shift. If the work period is five (5) hours or less, the employee shall only qualify for the rest period or lunch period whichever normally comes first but not both.

Deviations from the normally scheduled rest periods and lunch breaks shall not exceed one (1) hour.

Employees shall qualify for a one-half hour paid meal break and a free meal, if scheduled to work overtime in excess of one hour. Employees served a free meal on paid time will not punch out until the work period has been completed. The paid time for free meals will not be counted as time worked in calculating when an employee qualifies for any additional rest periods or meals. When the overtime work period exceeds two and one-half hours after the first free meal, an employee shall qualify for one ten (10) minute rest period and if the overtime work exceeds five (5) hours, a second free meal will be provided if possible, and one-half hour of paid time for the meal.

[12.2] Sixth, Seventh or Statutory Holiday Shift and Emergency Call-Ins

Employees will qualify for a ten (10) minute rest period when working more than two and one-half hours in any part shift or when working more than two and one-half hours following a free meal.

Employees who work more than five (5) hours on their sixth or seventh shift, Statutory Holiday, or on an emergency call-in, will be provided with a free meal, if possible, and allowed one-half hour of paid time for the meal. Employees will qualify for a second free meal five (5) hours after the first free meal. Employees served a free meal on paid time will not punch out until the work period has been completed, however, the paid time for free meals will not be counted as time worked in calculating when an employee qualifies for additional rest periods or meals.

[12.3] Free Meal Allowance

Meal tickets shall be issued for all free meals with an expiry date of ten (10) working days from date of issue.

[12.4] Out-of-Town Meals

Employees required to work out-of-town will be allowed up to \$5.00 per meal. They will be paid time in which to eat the meal if they qualify under section 12.1 or 12.2 of this article.

Employees making inter-plant or warehouse deliveries within twenty-five (25) miles of 321 Courtland Ave. E. will not qualify for the out-of-town meal allowance.

Notwithstanding the above, delivery drivers who are instructed to remain on their routes through the normal meal break period, will also qualify under this provision.

[12.5] Washroom Breaks

The company shall allow a maximum of two (2) eight (8) minute washroom breaks per person per shift. Employees scheduled for live (5) hours or less will receive one (1) eight (8) minute washroom break. This will include 6th and 7th shifts and Statutory Holidays.

ARTICLE 13 — STATUTORY HOLIDAYS

[13.1] Designated Statutory Holidays

Employees shall be paid their regular hourly rate for regular hours not worked, Monday to Saturday inclusive on New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day and Christmas Day.

Designated Statutory Holidays shall be as follows:

Friday	July	1, 1988	Dominion Day
Monday	August	1, 1988	Civic Holiday
Monday	September	5, 1988	Labour Day
Monday	October	10, 1988	Thanksgiving Day
Monday	December	27, 1988	Christmas Day
Tuesday	December		Floater
Monday	January	2, 1989	New Years Day
Tuesday	January	3, 1989	Floater
Friday	March	24, 1989	Good Friday
Monday	May	22, 1989	Victoria Day
One Day			Individual
Monday	July	3, 1989	Dominion Day
Monday	August	7, 1989	Civic Holiday
Monday	September	4, 1989	Labour Day
Monday	October	9, 1989	Thanksgiving Day
Monday	December	25, 1989	Christmas Day
Tuesday	December	26, 1989	Floater
Monday	January	1, 1990	New Year's Day
Tuesday	January	2, 1990	Floater
Friday	April	13, 1990	Good Friday
Monday	May	21, 1990	Victoria Day
One Day			Individual
Monday	July	2, 1990	Dominion Day
Monday	August	6, 1990	Civic Holiday
Monday	September	3, 1990	Labour Day
Monday	October	8, 1990	Thanksgiving Day
Monday	December	24, 1990	Floater
Tuesday	December	25, 1990	Christmas Day
Monday	December	31, 1990	Floater
Tuesday	January	1, 1991	New Years Day
Friday	March	29, 1991	Good Friday
Monday	May	20, 1991	Victoria Day
One Day			Individual

The eleventh Statutory Holiday of each year of the contract shall be granted as an individual holiday to be taken at a time to be agreed upon between the employee and management. This individual day will not normally be granted during the months of June to September inclusive nor shall it be used to extend other holiday weekends. A new employee must complete his/her probationary period in order to be eligible for the individual floating holiday.

Should the Kitchener Plant be required by law to observe any holiday other than those listed in this article above, such holiday shall replace the individual floating holiday. For those who may have taken the individual day, such additional observance shall be without pay that year.

[13.2] Night or Shift Workers

Statutory Holidays for night or shift employees, except stationary engineers, shall be designated according to shift number. Employees working Sunday to Thursday, Sunday will be shift number one. For day shift employees, Monday will be shift number one and so on.

Employees who are scheduled to start on Sunday night, but who as a result of a Statutory Holiday falling on Monday, start on Monday night, will receive the Sunday premium for work performed on that Monday night. This shall exclude the 11 - 7 shift in the Distribution Building.

[13.3] Part-Time Workers

Part-time employees shall be paid for the hours they would have worked, had such a day not been observed as a holiday.

[13.4] Qualifications for Pay

In order to qualify for Statutory Holiday pay, the employee must work the required regular shift immediately preceding and following the Statutory Holiday. However, the employee will qualify for Statutory Holiday pay if he has been excused from working the required regular shift by his foreman and superintendent or has been laid off, providing he has received payment for hours worked during the week containing the holiday or during the preceding week if the holiday falls on Monday.

An employee who is absent on either the regular shift immediately preceding or following the paid holiday due to personal illness which is verified by a Doctor's certificate, will be paid for the Statutory Holiday.

If the employee is eligible for any payment to which the Company contributes either directly or indirectly for the day on which the Statutory Holiday is observed during the first fifteen (15) weeks of the absence, the Company will supplement this payment to bring his earnings to a level equal to a regular day's wage.

Employees who accept overtime for Saturday and/or Sunday, and then fail to show up for work will be treated as if the day or days missed were the same as a regular shift for purposes regarding Statutory Holidays, recorded sickness, etc.

[13.5] Premiums for Statutory Holiday Worked

Two (2) times the regular hourly rate shall be paid for all work performed on a designated Statutory Holiday.

[13.6] Statutory Holiday in Vacation

Full-time and part-time employees whose vacations include any of the Statutory Holidays mentioned in this article shall receive an additional regular day's pay, or an alternate day off. Such day off to be taken at a time convenient to the employee and management.

To qualify for the additional day Statutory Holiday pay in a vacation week that has been arranged in advance, the employee must work his required *regular* shift, preceding and following the Statutory Holiday, except if absent due to illness confirmed by a doctor's certificate.

[13.7] Exclusions

The provisions of this article shall apply only to hourly rated employees who were on payroll prior to the date on which the holiday occurs.

ARTICLE 14 — BEREAVEMENT

Where an employee is absent and loses pay because of a funeral for a spouse (as per Company records), son, stepson, daughter, stepdaughter, mother, father, sister, stepsister, brother, stepbrother, son-in-law, daughter-in-law, stepmother, mother-in-law, stepfather or father-in-law, he shall be reimbursed at his regular rate for regular hours lost on up to three (3) regular work days ending with the day following the funeral. 6311-1

If an employee is absent and loses pay because of a funeral for a brother-in-law, sister-in-law, grandparent or grandchild, he shall be reimbursed at his regular rate for regular hours lost on up to one regular day. Grandparents to mean grandparent of employee or spouse.

Where an employee is absent and loses pay to attend a memorial service for any of the aforementioned relatives, he shall be reimbursed at his regular rate for regular hours lost on up to one regular day.

Employees who experience a bereavement during a booked vacation will be allowed to defer that part of their vacation affected by bereavement. Deferred vacation day(s) will be taken at a time mutually agreed upon by the employee and his supervisor.

If an employee is eligible for any other remuneration to which the Company contributes exclusive of vacation and Statutory Holiday, payment shall not be made under this section for day(s) of bereavement.

Provisions of this article shall not apply to part-time or probationary employees.

ARTICLE 15 — JURY DUTY

An employee who is

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- a) summoned to appear or required to serve Jury Duty, or
 - b) subpoenaed to testify as a witness,

in a civil or criminal court, shall be paid for his regular hours at his regular rate. The employee shall furnish a notice of jury selection or a copy of the subpoena as soon as possible.

For employees working 3:00-11:00 or 11:00-7:00, the time off should be on the shift following appearance in court. When an employee works after his regular hours on a day in which he served Jury Duty or appeared as a subpoenaed witness, those hours will be calculated as overtime.

Provisions of this article shall not apply to part-time or probationary employees.

ARTICLE 16 — SENIORITY

8-1020

[16.1] Probationary Period

From the time of hiring, new employees shall be considered probationers and shall possess no seniority until they have accumulated thirteen (13) weeks time worked.

Upon completion of the probationary period, the seniority date shall be the employment date. A probationary employee shall have recourse to the full grievance procedure relating to matters other than suspension or discharge. Probationary employees who feel they have been unjustly suspended or discharged shall have the right to appeal as stated in Article 8.3.

A part-time employee's seniority only has application within the part-time classification.

[16.2] Plant Seniority

Upon completion of the probationary period, seniority shall prevail for a further period of twelve (12) months after which employees shall possess plant seniority.

[16.3] Seniority on Transfer

- a) Any full-time or part-time employee who is permanently transferred within the bargaining unit, will carry seniority provisions with him.
- b) An employee who transfers back into the bargaining unit will, for the purpose of job postings only, be able to use his seniority accumulated while in the bargaining unit only, for a period of two (2) years and thereafter his total seniority will be recognized.

[16.4] Part-Time Transferred to Full-Time

Should any part-time employee be given full-time employment, the starting date shall be entered as of the day that transfer is made from part-time status. For purposes only of the rate progression scale, the part-time service will be recognized.

[16.5] S.E.A. Stewards and Executive Officers

For the purpose of vacations and layoff only, Executive Officers and Stewards of the Association shall, for the term of their office, be granted top seniority according to their respective positions.

[16.6] Absence Due to Accident or Illness

An employee with seniority, absent due to accident or illness, shall continue to accumulate seniority. An employee will have job ownership protection for two (2) years.

An employee who will be unable to return to work within the two (2) year limit will forfeit job ownership after it has been concluded by the Committee not to extend the time limit. This will be done during the last month prior to the expiration of the two (2) year limit,

When an employee returns to work in less than two (2) years, and medical information indicates he will be unable to perform the regular duties of his job, he will be temporarily assigned within his department or plant to a job he can perform until such time as a job vacancy becomes available that he can perform. This employee will then apply for the job vacancy under Article 18 or Article 19.3, whichever is applicable.

Where the employee provides medical information that indicates he is unable to perform the regular duties of his job within the two (2) years, he may voluntarily relinquish job ownership and be assigned to best advantage.

A Committee of four (4), equal in numbers between the Association and the Company, will deal with the process of extending the two (2) year limit and assigning such employees to modified work. If the employee is in disagreement with the decision of the Committee, he may appeal this decision to the Committee, provided such appeal is filed within seven (7) working days.

An employee may enter a grievance at the third step of the grievance procedure if the Committee fails to reach an agreement on extending the time limits.

Employees on Workers' Compensation claim are required to keep the Health Centre informed of "expected return to work" date, updated at least every two (2) weeks.

Employees establishing a compensation claim must advise the Health Centre as soon as possible after the injury occurs.

[16.7] Discharge, Voluntary Termination, or Layoff

Seniority shall cease upon discharge for cause or voluntary quitting. Employees who have seniority and are on layoff will continue to accumulate seniority and, except for the purpose of recall, seniority accumulated during a period of layoff shall be credited upon recall to work.

However, employees laid off due to a staff reduction are no longer considered to be active employees and will get credit for service during layoff when recalled. Notwithstanding this, a probationary employee, if laid off and later rehired, will be given credit for past service, if he/she completes the probationary period within nine (9) months from their original starting date,

For employees with less than fifteen (15) months seniority, it shall cease after a layoff in excess of twelve (12) months, and for employees with plant seniority, it shall cease after a layoff in excess of two (2) years.

Employees absent for three (3) consecutive working days, who fail during that time to notify the foreman or Personnel Department of reason for absence, shall be considered to have quit their employment voluntarily.

Any employee who has been laid off and who has been notified at his address, according to the Company's records, to return to work and within three (3) days has failed to do so, without reasonable excuse, shall be considered to have quit his employment voluntarily and his existing seniority rights shall thereupon be terminated.

[16.8] Leave of Absence

Leave of Absence is defined to be an absence from work with permission for a period of more than five (5) working

days, without pay or compensation (except as may be provided for in this clause).

When planning activities for which a Leave of Absence is anticipated, an employee is expected to make maximum use of vacation schedules to which he is entitled. Absences should be planned as far in advance as possible.

Application for Leave of Absence will not normally be considered during the months of June, July, August or September. Weeks which include, precede or immediately follow a Statutory Holiday require our entire work force, therefore, a Leave of Absence will not normally be granted during those periods.

In arriving at a decision regarding a Leave of Absence application, the requirements of the business or other reasons will be considered. Management's decision in granting or refusing such Leave will not be arbitrable. In the event that Absence is granted under the provisions of this clause, seniority shall continue to accumulate.

Leave of Absence reasons other than emergency, compassionate, Association business or pregnancy may be approved for an employee who has completed two (2) years of service.

A pregnant employee will be granted a Leave as required by government legislation. When applying for a Leave of Absence due to pregnancy, the employee must give two (2) weeks notice in writing together with a medical certificate estimating the date of delivery.

Welfare plans described in Article 23.2, 23.3, 23.4 and 23.5 will be continued for the Leave of Absence. The employee will reimburse the Company (other than pregnancy leave) for the cost of these benefits at \$15.00 per week for an employee without dependents, and \$33.00 per week for an employee with dependents. Contributions to the Company Pension Plan (21.4) will be suspended for the Leave of Absence.

[16.9] Provisions for Trainees

Persons whom the Company is training to fill technical, commercial or supervisory positions may be employed or retained in employment in plant operations irrespective of seniority provisions of this Article as follows:

- a) Full-time bargaining unit employees selected by management to enter the training programme may continue in the programme for a period not longer than two (2) years.
- b) New employees hired directly into the training programme may continue in the programme for a period not longer than one (1) year.

Current employees who enter the training programme will relinquish job ownership upon commencement of the programme. Employees who wish to leave the programme will acquire job ownership by applying under Article 19.3.

The rate of pay for trainees will be one (1) increment above the highest rate in the division.

This article shall apply to trainees of the Company. The Secretary of the Association shall be advised of such appointments.

[16.10] S.E.A. Education

The Company will provide up to thirty (30) working days per year for the purpose of furthering the formal education of the Association Executives and/or stewards. The educational days utilized shall be mutually agreed upon by the Company and S.E.A. Additional educational days, at the expense of the Association, may be taken when mutually agreed upon in advance.

ARTICLE 17 — LAYOFFS AND RECALLS

[17.1] Order of Layoffs

When it becomes necessary to reduce the work force, the order shall be:

- FIRST: Part-time employees provided there are full-time employees willing to accept this assignment.
- SECOND: Probationary employees by department providing the remaining employees can satisfactorily perform the job assigned.
- THIRD: Probationary employees plant-wide, providing the remaining employees can satisfactorily perform the job assigned.

- FOURTH: Full-time employees by department by seniority (less than fifteen (15) months service).
- FIFTH: Part-time employees plant-wide by seniority (less than fifteen (15) months service).
- SIXTH: Plant seniority in order of seniority provided that the remaining employees can satisfactorily perform the jobs assigned.

Employees who can qualify reasonably quickly will be given an opportunity to do so. Where such employee cannot qualify reasonably quickly, the job will be given to the second most junior employee in the plant and so on up the line until a job is reached that he can perform satisfactorily or qualify for reasonably quickly. Those given such opportunity to qualify, must within one week, have the ability to perform the assigned job satisfactorily.

When layoffs become necessary, employees possessing plant seniority may elect to accept layoff rather than transfer, but will waive their rights to the weekly guarantee for the week in which they are so laid off. Employees who have indicated they will work must specify, in writing to the Company, the shift(s) and department(s) which are acceptable to them, and when assigned consistent with their request, must report as scheduled. Employees who cannot be assigned consistent with their written request to the Company, will be deemed to be on voluntary layoff.

The status, while on layoff, of employees who elect to accept layoff, is the same as the status of employees who are on layoff in accordance with the provisions of this Article except as otherwise agreed. Those with seniority at the time of layoff will be able to exercise their seniority rights to displace part-time positions, but will not be entitled to the guarantees specified in Article 10 and Article 11.

[17.2] Order of Recall

When increasing the work force, the following order will be followed:

- FIRST: Plant seniority in order of seniority
- SECOND: Full-time employees by the department requiring the additional staff by seniority (less than fifteen (15) months service).

- THIRD: Full-time employees plant wide by seniority (less than fifteen (15) months service).
- FOURTH: Probationary employees by department requiring the additional staff.
- FIFTH: Probationary employees plant wide.
- SIXTH: Part-time employees.

Any employee who has been laid off and who has been notified at his address, according to the Company's records, to return to work and within three (3) days has failed to do so without reasonable excuse, shall be considered to have quit his employment voluntarily.

Senior employees who have elected to accept layoff rather than transfer, will be eligible for recall only to departments elected by them in writing at the time of layoff or at a subsequent time by forwarding to the Company a revised list of elected departments for which they have the necessary qualifications.

An employee with plant seniority may decline recall up to a maximum of six (6) months, when there are other employees eligible for recall who can satisfactorily perform the required work and report for work when required, subject to the following provisions:

- 1) If all those so eligible decline to report, the junior eligible employee will return to work, provided he is capable of performing the job, or he will be considered as having voluntarily left the Company's employ.
- 2) Subject to 3) below, an employee who has declined recall will not be eligible for recall nor is the Company obligated to contact him until the occasion of the next recall after he informs the Company in writing that he is available to report for work.
- 3) When no other employees who can satisfactorily perform the required work are eligible for recall, the junior eligible employee will report when recalled, provided he is capable of performing the job, or he will be considered as having voluntarily left the Company's employ.

[17.3] S.E.A. Notification

The Association Secretary shall be notified of all layoffs and recalls.

[17.4] Benefits on Layoff

Laid off employees with seniority will continue to be covered under Article 23 (except Weekly Indemnity and Long Term Disability) for up to eight (8) weeks of layoff.

Up to five (5) additional weeks coverage will be automatically provided at the employee's expense if layoff continues. This cost of continued coverage will be deducted from the employee's first pay cheque upon recall.

[17.5] Job Elimination / Combination Bumping Procedures

The following is the procedure agreed to, between the Company and the S.E.A., for an employee affected by a permanent job elimination or job combination.

The individual affected may exercise his/her seniority rights, to bump downward, to junior seniority positions.

The only purpose of the bumping procedure is for job security.

Job Combination Procedure

If two (2) jobs or more are combined, the employee(s) with the least seniority will be bumped.

The bumped employee(s) will proceed through the bumping procedure under job elimination.

Job Elimination

The Company will advise the Association of any job eliminations or job combinations and give in writing details of such changes at least twenty (20) working days in advance.

Bumping Procedure

- 1) An employee whose job was eliminated/combined must fill any vacancy on his shift, by seniority and ability, that becomes available under Article 18. If the job vacancy is on a different shift the employee may displace the most junior employee on his shift. If he is unable to perform the vacant job or the job of the most junior employee, he may displace the second least senior employee on his shift and so on until he reaches a job he can perform consistent with his seniority rights.

- 2) Once all job vacancies are filled, any additional displaced employees may choose to replace a temporary job in their department on their shift, before bumping a junior employee. Any employees electing this option, must continue on temporary job assignment until all temporary assignments are completed on their shift. The employees must then exercise their seniority rights to obtain job ownership.
- 3) The junior employee bumped off his shift will have the option of bumping the junior employee on any remaining shifts. If he is unable to perform this job, he can move up the seniority list as described in item #1.
- 4) The junior employee bumped out of his department can apply for a job vacancy under Article 19.3 if eligible, or he will be placed in any job vacancy in the plant. Article 19.3 takes precedence over employee placement. If there is no vacancy, the employee will have the choice of replacing any temporary work assignment in the plant or displacing the most junior employee in the plant providing he has plant seniority. If he is unable to perform the most junior job, the employee will move up the seniority list as described in #1.
- 5) When a number of employees are displaced due to job elimination, the corresponding number of least senior jobs in the department and/or plant, whichever is applicable, will be identified and the most senior of the displaced employees can choose the job he wants. In the event that two or more of the same job classifications are identified within this group of least senior jobs, the junior man in the job classification will be the first to be displaced. This process will continue in order of seniority until all employees are assigned job ownership. If one of the displaced employees is unable to perform the job to which his seniority entitles him, he may move up the seniority list until he reaches a job he can perform consistent with his seniority rights.
- 6) If the employee is unable to bump in accordance with the above steps, he/she will be laid off.

- 7) When one or more jobs are eliminated or combined, the affected employee(s) will have recall rights if the job is reinstated by 50% of its original form. Employees with less than fifteen (15) months seniority have twelve (12) months recall rights and employees with more than fifteen (15) months seniority have twenty-four (24) months recall rights.

A displaced employee will have recall rights to his department if additional full-time staff is required, subject to the above time limits, prior to applying Article 19.3. The Director of Meat Operations will determine if full-time staff is required following discussion with the S.E.A. President or his delegate.

Employees who voluntarily transfer under Article 18 from the job to which they were assigned or bumped into as a result of their own job elimination/combination, will retain recall rights as specified in this section.

Employees who voluntarily transfer to another department under Article 19.3 from the job to which they are assigned or bumped into as a result of their own job elimination/combination, will lose their recall rights.

- 8) Employees who do not have plant seniority can exercise their seniority rights in accordance with steps 1, 2 and 3.

NOTE — The Company and the Association President and/or delegate plus the department steward will mutually determine if any employee is able to perform any job to which his seniority entitles him. Any disagreements regarding an employee's ability to perform a job may be entered as a grievance at the fourth step of the grievance procedure.

Recall Rights

Employees with less than fifteen (15) months seniority have twelve (12) months of recall rights.

Employees with more than fifteen (15) months seniority have two (2) years of recall rights.

Job Transfers

- I) When a job is transferred to another department, the employee who has job ownership has the option of moving with the job.

If the employee elects not to follow the job, the following procedure will apply:

- II) A The job being transferred will be offered in order of seniority to the employees in the department it is leaving.
- B If no employee volunteers to move with the job to the new department, the job will be posted in accordance with the job posting procedures.
- C The employee who had job ownership and who elected not to move with the job, will exercise his seniority rights and follow the bumping procedure as described in Article 17.5.

This procedure is subject to review and revision every six (6) months as agreed to by the parties.

[17.6] Plant or Departmental Closing

Employees with seniority shall be eligible for transfer to another division of the plant under the provisions of Article 17.5.

ARTICLE 18 -- PROGRESSION

[18.1] Job Progression

The Company agrees to recognize the principle of seniority in job progression in a fair and equitable manner having regard not only to the length of service, but as well to the knowledge, training, skill, efficiency and physical fitness of the employee or employees concerned to do the work assigned.

[18.2] Job Vacancies

When a permanent job vacancy occurs within a department, the vacancy will be posted on the department notice board for two (2) working days. Interested employees in the department will make application to the foreman.

(Applications shall be considered according to the same principle as defined in Article 18.1).

When an applicant on the same rated job or a higher rated job is accepted, the change will be made as quickly as possible without undue disruption within the department. When an applicant on a lower rated job is accepted, the move will be made promptly. If the job vacancy is on the day shift, probationary employees will not be eligible to fill such vacancy if there is a qualified applicant under Article 19.3 — Application for Transfer, in order to fill such vacancy.

If requested by an unqualified employee, a trial period of up to one day will be granted for the purpose of trying a new job before being permanently assigned to such-job. Qualified job applicants shall not be entitled to a trial period.

Applications from an employee for a posted vacancy, other than progression, will not be considered within six (6) months of granting such previous application.

If the Company cannot find a qualified employee within the department or the transfer application file, the vacancy may be advertised on a plant wide basis, and employees who are interested may make application in the Personnel Department, stating why they want to change and why they feel they qualify for consideration as a candidate.

Qualified as used above shall mean the ability to regularly perform the job without instruction or assistance.

[18.3] Exclusions

The provisions of this Article shall not apply to part-time employees.

ARTICLE 19 — TRANSFERS

[19.1] Temporary Transfers

The Company may temporarily transfer any employee from one job to another, but no such temporary transfer shall exceed three (3) months. Pay rates for employees on temporary transfer shall be paid according to the provisions of Article 9.3.

Reassignment to another department will be on a voluntary basis by seniority. Unqualified employees transferred under this section must be able to perform the job with one (1) hour training per day of the assignment to a maximum of five (5) hours training unless the assignment is in excess of one (1) week, in which case there will be a maximum of eight (8) hours training. If there are no volunteers, the Company will transfer farm-in employees out of the department and then the most junior employee, subject to the requirements of the business and the qualifications of the employees to do the work required.

An employee who is temporarily transferred out of his own department or temporarily re-assigned within his own department on a repetitive basis may register his objection to such repetitive transfer or reassignment, in which case the Company will make a reasonable effort to obtain a replacement, subject to seniority rights, who can perform the work satisfactorily.

Transfers will be done on a per shift basis as much as possible.

[19.2] Permanent Transfer

Any employee permanently transferred to another job will be paid his existing rate or the rate of the job to which he has transferred whichever is the lesser. When qualified, or within three (3) months, his rate shall be adjusted to the prevailing job rate. On jobs requiring a high degree of skill, it may be mutually agreed between the Company and the Association, that a longer period is justified. Qualified as used above shall mean the ability to regularly perform the job without instruction or assistance.

[19.3] Application for Transfer

An employee who has completed a minimum of two (2) years (Poultry and Cafeteria one (1) year) of service and wishes to transfer to another department may submit a written application to the Manager of Employment on forms provided in the Personnel Department.

The processing of such applications for transfer will be regulated by management having consideration for the need to carry out efficient operations and not to handicap

the operations of either of the departments involved.

The Company will consider each application at the time a suitable vacancy occurs in a fair and equitable manner having regard not only to the length of service but as well as to the work record, knowledge, training, skill, efficiency and physical fitness of the employee or employees concerned to do the work assigned.'

Applications for Transfer will include three (3) choices of departments. Employees will be allowed one (1) Application for Transfer form at any given time. If an employee refuses to transfer to one of the departments listed on their application, the application will be destroyed and the employee required to submit a new one.

A trial period of one (1) day will be granted for the purpose of trying a new job before being permanently assigned to such job. If requested by an unqualified employee, an additional trial period of one (1) day shall be granted. However, this shall not apply to job applicants with previous work experience in the department where the vacancy exist.

Except in cases of ill health, employees who make such an application for transfer and as a result are transferred, may not apply for a further transfer to a department until three (3) years have elapsed.

Should transferred employees be paid a rate lower than the rate of the job of which they are transferred under this Article, the rate will be increased to the rate of the new job in accordance with Article 9.4.

Transfers made under this Article do not alter and are not subject to the provisions of temporary or permanent transfers contained in Articles 19.1 and 19.2.

[19.4] Job Vacancy Definition

When a job is filled temporarily for a period in excess of thirteen (13) continuous weeks in a department where an application or applications for transfer are on file, a vacancy will then be considered to exist except where other employees are eligible to return to that department under other provisions of the Agreement.

ARTICLE 20 — VACATIONS

[20.1] Vacation Year

The vacation year will be from May 1st to the following April 30th.

[20.2] Length of Service

The length of vacations will be based on the length of service and shall be calculated from the employment date for each employee to the 30th of April of each year.

For the purpose only of determining eligibility for vacation entitlement under Article 20.3, a full-time employee who transfers to part-time employee status, will have his full-time service recognized.

[20.3] Vacation Schedule

The length of vacation will be determined on the following schedules.

- a) Employees with one (1) full year of service will receive two (2) weeks vacation.
- b) Employees with five (5) full years of service will receive three (3) weeks vacation.
- c) Employees with ten (10) full years of service will receive four (4) weeks vacation.
- d) Employees with eighteen (18) full years of service will receive five (5) weeks vacation.
- e) Employees with twenty-five (25) full years of service will receive six (6) weeks vacation.
- f) Employees with thirty-five (35) full years of service will receive seven (7) weeks vacation.

First Vacation -- Employees who have been hired prior to April 30 of any year but have not accumulated one (1) year's service will receive one fifty-second (1/52) of one week's vacation pay for each week of service computed to May 1 in the year in which the vacation is to be taken. The length of vacation shall be considered to be earned at the rate of one (1) day for each full month of employment to a maximum of ten (10) days.

[20.4] Completion of Required Service

Employees who alter May 1st and prior to the end of the vacation year reach the service required to entitle them to an additional week of vacation in accordance with the vacation schedule in Article 20.3, paragraphs b), c), d), e) and f), will become eligible for such additional week of vacation on the completion of the required years of service as of their individual anniversary date of employment.

[20.5] Advance Vacation

Employees who have vacation entitlement earned by May 1st during any vacation year, may draw the earned portion of such vacation on or after January 1st preceding the vacation period.

[20.6] Vacation Pay

a) Full Time

Vacation pay shall be the regular daily or weekly hours at the employee's regular hourly or weekly rate in effect at the time of vacation.

The amounts stated above will be reduced by 1/52 for each week of absence during the previous vacation year excepting absences which are:

- with permission up to twenty (20) working days annually
- due to a layoff up to twenty (20) working days annually
- up to one (1) year maximum from date of injury due to compensable accident covered under Workers' Compensation Act
- due to sickness which exceeds the following scale:
 - 15 weeks from date of illness for employees with less than five (5) years seniority
 - 26 weeks from date of illness for employees with less than twelve (12) years seniority
 - 52 weeks from date of illness for employees with more than twelve (12) years seniority

Employees returning from long term absence will only be considered as being back to work upon the completion of two (2) weeks (ten (10) working days) continuous attendance following such absence.

In addition, vacation pay on overtime and premium earnings calculated at 2% times the number of weeks of vacation entitlement will be paid in a lump sum once a year, to be distributed no later than the third pay week of May or sooner if available.

Vacation pay supplement will be paid to the family of an employee whose employment has been terminated due to death.

b) Discharged Employees ~~and~~

Discharged employees will be eligible for vacation pay as provided by the Employment Standards Act.

c) Terminations

Any full-time or part-time employee who voluntarily leaves the service of the Company, shall be entitled to a proportionate vacation pay allowance based on that portion of the year worked since May 1st and the total number of completed years of continuous service according to the provisions of Article 20.6 a).

d) An employee working on a reduced work schedule will receive vacation pay at the level of the previous week's hours or calculated at 2% for each week of vacation whichever is the greater. This does not apply to a reduced work schedule which is within twenty (20) weeks of the commencement of the illness or disability.

[20.7] Choice of Vacation

Employee shall, as far as possible, be given choice of vacation, in order of seniority.

The times at which vacations shall be taken shall be fixed by the Company

The third, fourth, fifth, sixth and seventh week of vacation shall be taken during the months of September to June inclusive, or at the convenience of the Company.

[20.8] Statutory Holiday in Vacation Week

Hourly rated full-time and part-time employees whose vacations include any of the Statutory Holidays mentioned in Article 13 shall receive an additional regular day's pay

or an alternate day off. Such day to be taken at a time convenient to the employee and management.

To qualify for the additional Statutory Holiday pay in a vacation week that has been arranged in advance, the employee must work his required regular shift, preceding and following the Statutory Holiday, except if absent due to illness confirmed by a doctor's certificate.

[20.9] No Accumulation

Vacations with pay shall not be accumulated from year to year. Employees must take their vacations within their vacation year, except as provided in Article 20.5, or management's consent.

ARTICLE 21 — RETIREMENT

[21.1] Normal Retirement

Normal retirement shall be at age 65. 90
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[21.2] Optional Early Retirement

An employee may retire before his normal retirement age and be entitled to a pension on the following basis:
-- unreduced actuarially for the period forty-eight (48) months immediately prior to the employee's normal retirement date. }

[21.3] Canada Pension Plan

All employees must contribute to the Canada Pension Plan. 77-1 78-1

[21.4] Company Pension Plan

It will be a condition of employment for new employees to participate in the Company Pension Plan for which they are eligible after completing two (2) years of service effective June 1, 1986. Participation for eligible part-time employees will be a condition of employment.

Total contributions by an employee will be 2.4% of earnings to the YMPE and 4% in excess of those earnings to the Canada Pension Plan. ✓

Employee additional voluntary contributions will be allowed to a combined maximum of \$3,500. per year or the allowable maximum as determined by the Department of Revenue effective June 1, 1986.

966-1 Pension Plan vesting (lock in) will take place after two (2) years membership for pension earned from January 1, 1987.

Provision will be made for automatic conversion from Life-Guaranteed five (5) year benefit to Joint and Survivor 60% benefit upon the death of the retiree effective June 1, 1986.

86 B-1 Effective June 1, 1987, provide for 50% pre-retirement spousal benefit.

Benefits from the Company Pension Plan at normal retirement will be \$50.00 per year for each \$100.00 contribution made by the employee.

The Company agrees to make available to the Association a copy of any and all bargaining unit pension plan text amendments at least twenty-one (21) days prior to presenting such amendments to the Board of Directors for execution.

Non-Contributory Supplement

Effective June 1, 1988, increase the non-contributory supplement to \$11.50 per month for each year of service paid to all active employees for continuous service prior to May 31, 1989.

Effective June 4, 1989, increase the non-contributory supplement to \$12.50 per month for each year of service paid to all active employees for continuous service prior to May 31, 1990.

Effective June 3, 1990, increase the non-contributory supplement to \$13.10 per month for each year of service paid to all active employees for continuous service prior to May 31, 1991.

Contributory Supplement

A contributory pension supplement of \$3.30 per month for each full year of Company Pension Plan participation prior to May 31, 1988 shall be paid to employees.

All the above Company Pension Contributory and Non-Contributory supplements are guaranteed for a minimum of sixty (60) monthly payments.

ARTICLE 22 -- SAFETY HEALTH AND SANITATION

The Company shall continue to make normal provisions for the safety and health of employees during the hours of their employment.

Protective devices and other equipment necessary to safeguard employees from injury shall be provided by the Company and must be used by the employee.

Cleanliness in dressing rooms and washrooms is to be maintained at all times.

Cleanliness, good housekeeping and sanitation are prerequisite to the production of quality products.

Privacy in washrooms, as defined by the Health and Safety Act, will be provided by the Company.

Work uniforms and equipment must not be removed from the plant.

Employees are required to observe good housekeeping and sanitation procedures and maintain high standards of personal hygiene and health.

Employees will, and the Association shall, encourage its members to co-operate fully in maintaining cleanliness and orderliness in the use of all facilities and devices provided by the Company.

All rights and privileges established under the laws of the Province of Ontario in respect to occupational health and safety shall be followed.

ARTICLE 23 -- WELFARE PLANS

[23.1] Eligibility

It will be a condition of employment for new employees to enroll in the Company Benefit Plans when they become eligible.

Full-time employees are eligible for coverage in the following benefit plans (except 23.7 Income Continuance), after they have accumulated thirteen (13) weeks of service. Eligibility for Income Continuance will take effect after two (2) years of accumulated service.

Any employees who retire from employment are eligible for coverage in the appropriate Retiree Benefit Plan.

[23.2] Ontario Hospital Insurance Plan

Company paid O.H.I.P. premiums will remain in effect for the term of this agreement and will be automatically updated to any new O.M.A. fee schedule.

The Company will pay 100% of the premiums for full-time employees and 50% of the premiums for part-time employees.

Spouses of deceased part-time employees will be eligible to continue O.H.I.P. coverage for a period of twelve (12) months from the first of the month following the death of the part-time employee by remitting to the Company 50% of the cost of this benefit.

[23.3] Extended Health Insurance Plan

The Extended Health Insurance Plan will remain in effect for the term of this agreement.

The Optical benefit maximum is \$75.00 (effective June 1, 1989, \$100.00) once every twenty-four (24) months. Hearing Aids \$500.00 renewable every ten (10) years.

Spouses of deceased employees will be covered by O.H.I.P., E.H.I.P. and Dental Plans for a period of twelve (12) months from the first of the month following the death.

[23.4] Dental Care

The plan will cover 80% of all eligible expenses based on the Ontario Dental fee schedule for basic preventative and restorative procedures. This includes the costs of examinations, fluoride treatments, X-rays, cleanings, fillings, extractions, anaesthesia, gum care, pulp capping and surgical services. The plan also pays 50% of the fee schedule costs for prosthetic services such as new, or the repairs of, dentures (partial-or complete).

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The cost of this insurance is completely paid by the Company.

Effective the first month following the date of ratification, the 1988 O.D.A. Fee Schedule will apply.

Effective June 1, 1989, if the 1989 O.D.A. Fee Schedule is introduced it will apply.

Effective June 1, 1990, if the 1990 O.D.A. Fee Schedule is introduced it will apply.

[23.5] Life Insurance

Effective June 1, 1987, Life Insurance for active employees will be \$25,000.00.

Effective June 1, 1986, at age sixty-five (65) or retirement, whichever occurs first, a paid-up policy of \$2,000.00 is provided.

Effective June 1, 1988, Life Insurance for active part-time employees will be \$12,500.00.

The cost of the Life Insurance is completely paid by the Company.

[23.6] Weekly Indemnity

Sick pay is provided for absence due to illness or accident, up to fifteen (15) weeks at the rate of 66-2/3% (to the maximum of the U.I.C. benefit level) of the employee's regular daily or weekly hours at the regular hourly or weekly rate in effect at the time of illness or accident.

If the Unemployment Insurance disability benefit exceeds this amount, this benefit will be increased accordingly.

Payment begins on the first day of absence, if due to any accident, confinement to a hospital, surgery and pre-arranged out-patient surgery where anaesthetic has been administered, and on the fourth day if due to other illness. The cost of this insurance is shared by the Company and the employee on a 50 - 50 basis.

An employee returning to work on a reduced work week rehabilitation programme, will have his weekly indemnity benefit reduced by \$.50 (fifty cents) for every dollar earned on the rehabilitation programme. For purposes of calculating the benefit reduction, the applicable employee base rate will be used.

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[23.7] Income Continuance

Income continuance is provided to cover lengthy absences due to illness or accident and pays 60% of the employee's basic wage or salary to a maximum of \$305.00.

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The cost of this insurance is shared by the Company and the employee on a .50 . 50 basis.

- a) Provide for offset of CPP primary disability benefits against Company plan benefits on a dollar for dollar basis for claims initiated following June 1, 1986.
- b) Provide for U.I.C. carve out. Employee receives up to fifteen (15) weeks U.I.C. medical disability benefit after exhausting fifteen (15) weeks of Company Weekly Indemnity Plan benefits. If illness continues beyond thirty (30) weeks from commencement, L.T.D. benefits would then be applicable. The Company will top off the U.I.C. benefit to ensure the employee receives 60% of his basic wage to a maximum of \$305.00 per week. The top off will include any difference in the employee's tax payable as a result of receiving U.I.C. benefits in lieu of the L.T.D. benefit with its employee paid premiums deductible against such earnings.
- c) Change definition of L.T.D. from "own occupation" to "any J.M. Schneider Inc. occupation".

Employees who are collecting Long Term Disability benefits and are eligible for an unreduced pension from the Company Pension Plan and are expected to remain totally disabled until normal retirement age, may elect to retire from the Company. The L.T.D. benefit will be reduced by \$.50 (fifty cents) for every dollar of pension received from the Company Pension Plan. Increases in pension payments for retired employees will apply to employees who have retired under this provision. Employees reviewing this option with the Company may have an S.E.A. executive representative attend the meeting, if they desire.

[23.8] U.I.C. Premium Reduction

Effective June 1, 1988, the U.I.C. premium reduction on behalf of employee contributions towards the Weekly Indemnity benefit for the term of this contract, expiring

May 31, 1991, shall be applied to reduce employee Weekly Indemnity premiums.

ARTICLE 24 — CLOTHING AND PERSONAL EQUIPMENT

[24.1] New Employees

Clothing and equipment requirements as designated by the Company shall be provided to employees. Part-time employees shall be required to purchase the first issue of such clothing and equipment as may be required. New employees shall pay the cost of safety shoes and designated clothing to a maximum of \$100.00.

[24.2] Replacement and Additional Clothing

Replacement and additional clothing and equipment will be provided by the Company at no cost to the employee when authorized by the foreman. This clothing and equipment remains the property of the Company and must not be removed from the plant. Part-time employees shall be required to pay half the cost for replacement of personal clothing including safety shoes.

The Company will provide parkas for employees in Assembly and Loading, Fresh Meat Receiving Dock and Distribution Receiving-dock.

The Company will provide the prescribed winter footwear or winter galoshes for delivery and interplant drivers.

Each employee is responsible for the use and care of the clothing and equipment and is liable for full replacement cost if lost or maliciously damaged.

[24.3] Transferred Employees

Employees transferring from one job to another or from one department to another, may be required to turn in clothing and equipment not needed on the new job but shall be given any new equipment or clothing required at no cost to the employee.

[24.4] Laundering

The Company will provide and pay for the full cost of laundering of all clothing.

[24.5] Maintenance Mechanic's Tools

Maintenance Mechanics will be supplied with necessary tools at no cost to the employee. These tools remain the property of the Company and are not to be removed from the Company's premises.

[24.6] Garage Mechanic's Tools

Garage Mechanics are required to supply their own hand tools, The Company will replace worn or broken tools up to a limit of \$150.00 per year for each mechanic. These tools remain the property of the Garage Mechanic. The Company will provide a one time allowance of up to \$600.00 towards the purchase of metric hand tools.

ARTICLE 25 — BULLETIN BOARD

The Company agrees to provide a bulletin board in a conspicuous place in the plant for the display of Association notices and material, provided that all such notices and material bear the signature of an Association official and have the approval of the Manager of Employee Relations before posting.

ARTICLE 26 — GOVERNMENT REGULATIONS

It is the intention of both parties to this Agreement to operate within the laws and regulations of the Government of Canada and that of the province in which work is performed with respect to wages and other payments, hours, conditions of work and other related matters.

**ARTICLE 27 — COMMENCEMENT AND
DURATION OF AGREEMENT**



[27.1] Effective Dates

Except as otherwise provided, this Agreement shall become effective on the 1st day of June 1, 1988, and shall continue in effect until the 31st day of May 1991 and thereafter, from year to year, unless either party gives written notice to the other of termination or amendment of not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration.

[27.2] No Strike or Lockout

There shall be no strike or lockout during the life of this Agreement and in no event shall the Association cause, take part in, or tolerate any movement encouraging a slowdown or stoppage of work.



LETTER OF UNDERSTANDING #1

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

This letter will serve to confirm the commitment made during negotiations that the Company will not change any working conditions, benefits or privileges which do not form part of the Collective Agreement without prior notification and explanation of such changes to the Association.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER **OF** UNDERSTANDING #2

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

SUBJECT: ARTICLE 11.1 — MINIMUM WEEK

This letter is to explain the intent of the fourth paragraph of this Article.

The intent of this paragraph is that it will not be applied for the purpose of conducting a one day plant shutdown as was previously affected in February 1984.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF UNDERSTANDING #3

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

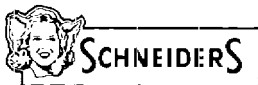
To ensure there is no misunderstanding with regard to "personal necessity time" for emergency situations, this letter will state the Company's position.

The Company recognizes that from time to time or for certain medical reasons, employees may require more personal necessity time than was agreed to at negotiations. The Company will allow employees more personal necessity time or frequencies when it is absolutely necessary. However, these occasions must be the exception rather than the rule.

In other emergency situations, employees are expected to observe no more than the normal personal necessity breaks during their shift.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER **OF** UNDERSTANDING #4

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

**RE: REST PERIODS — SLICED LUNCHEON MEATS,
H.R.I. AND BEEF BONING (HIND BONING)**

It has been the long established practice of this Company to allow the employees located in the WBX building (Sliced Luncheon Meats, Luncheon Slicing #2 and H.R.I.) an additional two (2) minutes for travelling time for the rest period break only. The combined time will provide a maximum of twelve (12) minute rest period in each shift,

TERMS AND CONDITIONS

- a) Should the Company build a cafeteria on the 4th floor of the WBX West Block, the two (2) minutes allotted for travelling time will no longer be applicable and the rest period will revert to ten (10) minutes.
- b) This agreement shall remain in effect for the duration of this collective agreement,

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF UNDERSTANDING #5

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

In the event that the Company must go into a layoff position, the following jobs must be protected due to skill required and training time involved

Truck Drivers
Smokehouse Operators
Maintenance (tradesman)
Deodorizer
Rendering (panel operator)
Distribution Co-ordinator

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF **UNDERSTANDING #6**

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

When an employee has not been notified of transfer out of his department prior to the end of the fourth hour of his fifth shift, it shall be the employee's option to accept the transfer.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF **UNDERSTANDING #7**

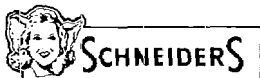
Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

The Company agrees for the duration of this Collective Agreement, to allow employees with twenty-five (25) or more years of service to schedule three (3) weeks of vacation entitlement during the months of May, June, July and August. These three (3) weeks may be taken consecutively or individually.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER **OF** UNDERSTANDING #8

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

The positions listed below have been identified as "designated jobs" for disabled employees and are to be occupied by employees for rehabilitation purposes.

The existing conditions of such designated jobs shall not be altered except by agreement between the Company and the Association.

Designated Jobs

Scaling Trucks
Stockmen — Pork Cut and Hog Kill
Battery Room
Men's Dressing Room (1)

Plus additional jobs as agreed to by the parties.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF UNDERSTANDING #9

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

SUBJECT: PAYMENT OF CHIEF STEWARD

The Company agrees to pay the Chief Steward his regular rate of pay to a maximum of five (5) hours per day, when required. In the absence of all four (4) executive officers from the plant, the Chief Steward will be paid a maximum of eight (8) regular hours per day and overtime when justified to the Manager of Employee Relations. The Chief Steward will be paid his rate for hours worked on S.E.A. activities.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF UNDERSTANDING #10

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

During negotiations, it was agreed that the Association should have within its membership a trained Industrial Engineer to act in a back-up capacity to the main S.E.A. Industrial Engineer when he is not available.

This letter is to advise you that should one of the Association's Industrial Engineer's terminate, the Company and the Association shall mutually agree upon a schedule for the selection and training of a replacement.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



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LETTER OF UNDERSTANDING #11

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

The Company and the Association agree that the operation of the apprenticeship program will be in accordance with the "Apprenticeship Standards" document dated September 3, 1985.

This agreement may be terminated by either party upon twenty (20) working days notice in writing to the other party.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF UNDERSTANDING #12

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

The Company agrees that in the event of sale of the Company to a new buyer, the Company shall require the Purchaser to cause to be registered a new pension plan which shall provide the transferred employees with pension benefits which are no less favourable to the employees than those currently provided under the Plan and which shall provide for amendment or termination of that pension plan on terms no more favourable to the Purchaser than those currently found in the Plan.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF INTENT #1

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

This letter will clarify the intent of the parties regarding the decision to contract out work according to Article 3.4.

The term "discussed" means that an initial discussion prior to a decision being made will occur when the contracting out will be of a repetitive nature (for example, delivery specials, weekend maintenance), project work or other planned uses of outside contractors.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF INTENT #2

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

The following is agreed upon for the duration of the Collective Agreement.

It is the intent of the Company to discuss with the Association as far in advance as possible changes in operations which affect plant staffing levels.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF INTENT #3

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

The Company and the Association have identified the following areas as suitable for the establishment of part-time shifts:

Production

Fresh Pork Sausage Monday 7 A.M. - 3 P.M.
Cafeteria Monday 5 A.M. - 8 A.M.
to Friday 11:30 A.M. - 1:30 P.M.
AND
6 P.M. . 8 P.M.

Distribution

Friday night crew 3 P.M. - 11 P.M.

Fourth line staffing

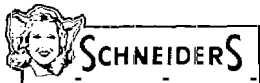
requirement on 3 P.M. - 11 P.M.

OR 11 P.M. 7 A.M. Monday, Thursday and Friday

The establishment of part-time positions over and above those detailed above shall be subject to mutual agreement with the S.E.A. Executive.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations



LETTER OF INTENT #4

Mr. John Christensen
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Christensen

This letter will confirm the commitment made during tire 1988 Kitchener negotiations to provide the S.E.A. with the following Pension Plan information:

- 1) Current Plan Text
- 2) Certified Actuarial Valuation Report
- 3) Pension Plan Information Return
- 4) Status of Plan Fund Market Value, upon request.

Yours truly,

A.H. Orth
Director of Personnel
and Public Relations

J.M. SCHNEIDER INC. per:

A.H. ORTH
H.W. SHORT
F.H. DINGETHAL

IDA. LIPPERT
J.P. BURNETT
P.E. HURLBUT

SCHNEIDER EMPLOYEES' ASSOCIATION per:

JOHN CHRISTENSEN

CHARLES LOSIER

COMMITTEE:

RAYMOND ST. CROIX
SHIRLEY TEBBUTT
ELMER TROCHA

JACK COLEMAN
DAVID FENLON
SYLVIA ROCKE