



AGREEMENT

between

J.M. SCHNEIDER INC.

and

**THE SCHNEIDER
EMPLOYEES' ASSOCIATION**

KITCHENER-ONTARIO
JUNE 1993- MAY 1996

00281 (04)

TABLE OF CONTENTS

	Section No.	Page No.
Article 1 - Purpose		1
Article 2 - Recognition..		1
Bargaining Agent	2.1	1
Transfer of Operations	2.2	1
Article 3 - Association Security		2
Membership	3.1	2
Part-Time Employees	3.2	2
Student Employees	3.3	2
Payment of Dues	3.4	3
Contracting Out	3.5	3
Foremen Working	3.6	4
Officers and Stewards of the Association	3.7	4
Article 4 - Management Rights..		5
Article 5 - Discrimination		5
Article 6 - Grievance Procedure..		5
Grievance Committee	6.1	5
Substitution of Members.....	6.2	6
Initiation Time of Grievance	6.3	6
Time Limits.....	6.4	6
Grievance Steps 1 - 3	6.5	6
Company Grievance	6.6	7
Association Grievance.....	6.7	7
Request for Arbitration	6.8	7
Article 7 -Arbitration		8
Arbitrable Matters	7.1	8
Appointment of Arbitrators.....	7.2	8
Decision of the Board..	7.3	9

Power of the Board.....	7.4	9
Expenses of Arbitration	7.5	9
Time Limits	7.6	9
Article 8 - Discipline, Suspension or Discharge		10
Discipline, Suspension or Discharge for Just Cause	8.1	10
S.E.A. Notification	8.2	10
Unjust Discipline, Suspension or Discharge.....	8.3	10
Disciplinary Notification	8.4	11
Article 9 - Rates of Pay		11
Wage Rates..	9.1	11
Two (2) Job Rates	9.2	13
Rates on Temporary Transfer	9.3	14
Rates on Permanent Transfer	9.4	14
Rates - Changes in Method of Production ...	9.5	14
Probationary Rates.....	9.6	15
Job Bracket Values	9.7	15
Work Measurement and Job Standards	9.8	15
Job Standards Disputes	9.9	16
S.E.A. Notification	9.10	17
Article 10 - Hours of Work,		
Overtime and Premiums		17
Regular Work Week.....	10.1	17
Changes to Weekly Schedule	10.2	18
Changes to Daily Start Time	10.3	18
Daily Overtime	10.4	19
Sixth Shift and Unscheduled Saturday	10.5	19
Seventh Shift and Unscheduled Sunday	10.6	20
Work Performed on Statutory Holiday	10.7	20
No Accumulation of Premiums	10.8	20
Off-Shift Premium	10.9	20
Freezer Premium.....	10.10	21

Article 11 - Guarantees and Call-Ins..	21
Minimum Week	11.1 21
Statutory Holiday in Minimum Week	11.2 21
Exclusions to Minimum Week	11.3 22
Reporting Minimum - Normal Shift	11.4 22
Reporting Minimum - 6th or 7th Shift, Saturday, Sunday and Statutory Holiday	11.5 22
Call-in	11.6 22
Compensable Accident	11.7 23
Meeting Outside of Shift.....	11.8 23
 Article 12 - Rest Periods and Meals..	24
Straight Eight Hour Shift.....	12.1 24
Sixth, Seventh or Statutory Holiday Shift and Emergency Call-Ins.....	12.2 25
Free Meal Allowance.....	12.3 25
Out-of-Town Meals.....	12.4 25
Washroom Breaks..	12.5 26
 Article 13 - Statutory Holidays	26
Designated Statutory Holidays.....	13.1 26
Night or Shift Workers	13.2 27
Part-Time Workers	13.3 28
Qualifications for Pay	13.4 28
Premiums for Statutory Holiday Worked	13.5 28
Statutory Holiday In Vacation..	13.6 29
Exclusions	13.7 29
 Article 14 - Bereavement	29
 Article 15 - Jury Duty	30
 Article 16 - Seniority..	30
Probationary Period	16.1 30
Plant Seniority	16.2 31
Seniority on Transfer.....	16.3 31
Part-Time Transferred to Full-Time	16.4 32

S.E.A. Stewards and Executive Officers	16.5	32
Absence Due to Accident or Illness	16.6	32
Discharge, Voluntary Termination, or Layoff	16.7	34
Leave of Absence	16.8	34
Provisions for Trainees	16.9	35
S.E.A. Education	16.10	36
 Article 17 - Staffing		36
'Temporary Transfers Within the Process (Department)	17.1	36
'Temporary Transfers to other Process (Department) and Operations		
Due to Work Load Variations	17.2	37
Staffing Information Form	17.3	38
Staff Reductions (layoff procedures)	17.4	39
Order of Recall	17.5	40
Benefits on Layoff	17.6	41
Plant or Process (Department) Closing	17.7	41
Job Elimination/Combination		
Bumping Procedures	17.8	42
 Article 18 - Progression		47
Job Progression	18.1	47
Job Vacancies	18.2	47
Exclusions	18.3	49
 Article 19 - Transfers		49
Permanent Transfers	19.1	49
Application for Transfer	19.2	50
Job Vacancy Definition	19.3	51
 Article 20 - Vacations		51
Vacation Year	20.1	51
Length of Service	20.2	52
Vacation Schedule	20.3	52
Completion of Required Service	20.4	53
Advance Vacation	20.5	53

Vacation Pay	20.6	53
Choice of Vacation	20.7	55
Statutory Holiday in Vacation Week.....	20.8	56
No Accumulation	20.9	56
Rescheduled Vacations..	20.10	56
 Article 21 - Retirement		57
Normal Retirement.....	21.1	57
Optional Early Retirement.....	21.2	57
Canada Pension Plan.....	21.3	58
Company Pension Plan	21.4	58
Company Pension Plan Contributions	21.5	58
Company Pension Plan Benefits.....	21.6	59
Pension Advisory Committee.....	21.7	59
In the Event of Sale	21.8	61
 Article 22 - Safety Health and Sanitation		61
 Article 23 -Welfare Plans		64
Eligibility	23.1	64
Extended Health Insurance Plan.....	23.2	65
Dental Care	23.3	65
Life Insurance..	23.4	66
Weekly Indemnity..	23.5	66
Long Term Disability Insurance..	23.6	68
Claim Eligibility..	23.7	70
U.I.C. Premium Reduction	23.8	71
 Article 24 - Clothing and Personal Equipment		71
New Employees	24.1	71
Replacement and Additional Clothing	24.2	71
Transferred Employees	24.3	72
Laundering	24.4	72
Maintenance Mechanic's Tools.....	24.5	72
Garage Mechanic's Tools.....	24.6	72
 Article 25 - Bulletin Board		72

Article 26 - Government Regulations	72
Article 27 - Commencement Regulations	
Duration of Agreement	73
Effective Dates 27.1	73
No Strike or Lockout.. 27.2	73
Article 28 - Letters of Agreement.....	73
#1 Change in Working Conditions..	74
#2 Protected Jobs	75
#3 Contracting Out.....	76
#4 Permanent Modified Work for Workers Injured on the Job	77
#5 Changes In Operations	81
#6 Apprenticeship Program	82
#7 Maintenance Department Rotating Shifts	83
#8 Stationary Engineer Shift Schedule.....	85
#9 Shifts Structure.....	87
#10 Utilizing S.E.A. Employees to Minimize Layoff	88
#11 Overtime Work - Definition	89
#1 2 Continuous Improvement Program	90
#13 Association Industrial Engineers	91
#14 Part-time Shifts	92
#15 Negotiated Hours Of Pay For Association Business	94
#16 Summer Vacations	96
#17 Definition of a Spare	97
#18 Procedure For Filling Job Vacancy	98
#1 9 Training on Layoff.....	100
#20 Coffee Policy	101
#21 S.E.A. Executive Officers Temporary Job Posting	102

**THIS AGREEMENT
ENTERED INTO AS OF 'THE SIXTEENTH DAY OF
NOVEMBER 1993**

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 Officer 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

1-2.2-1

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. On the first day of employment a new employee will be introduced to his Union steward by his process (department) foreman.

(3.2) Part-Time Employees

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

7.7k-1

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 18.0
- f) Article 23.2, 23.3 and 23.6
- g) Letters of Understanding, except #1, #2 and #5

(3.3) Student Employees

The Company may hire student employees by process (department) for the period May 1 to September 15. Student employees will not acquire seniority rights or recall rights and may be terminated by the Company at any time. Students will be entitled to work the same number of regular hours as full-time employees in their respective process (department). Student employees will be paid accordingly to Article 9.1 and are eligible for process (department) overtime only after all qualified full-time employees in the process (department) have been offered the opportunity to work.

Student employees will become members of the S.E.A. and are not entitled to the following provisions of

the Collective Agreement.

Article 7

Article 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9

Article 10.2, 10.3

Article 11.1, 11.2, 11.5, 11.6

Article 13.1 (individual holiday), 13.3, 13.6

Article 14.0

Article 15.0

Article 16.0

Article 17.5, 17.7, 17.8

Article 18.1, 18.2, 18.3

Article 19.2, 19.3

Article 20.1, 20.2, 20.3, 20.4, 20.5, 20.6 a,b,c,d,
20.7, 20.8, 20.9

Article 21.0

Article 23

(3.4) 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.

(3.5) Contracting Out

5-1

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.

(3.6) Foremen Working

Foreman 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.

(3.7) 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 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 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 an 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. Each party is responsible for arranging for their representatives to attend the third step of the grievance procedure.

(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 - 3

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, the process (department) steward, and the foreman of the process (department) involved. This step of the procedure to be processed and a decision rendered by the foreman within three (3) full working days.

SECOND: If a settlement is still not reached, the grievance shall be presented in writing to the Employee Relations Advisor, who shall then convene a meeting consisting of the appropriate management representatives, the process (department) steward, the grievor and the Chief Steward of the shift. The Chief Steward will be notified 48 hours prior to the meeting. This step of the procedure is to be processed within five (5) full working days and a decision rendered in writing

within another five (5) full working days

THIRD: If a settlement is still not reached, the grievance shall be presented within five (5) full working days of the decision under the second step to the **Manager of Employee Relations** (or his delegate in his absence), who shall then convene a meeting consisting of the appropriate management representatives, the **Vice-President of the Association** and/or members of the **Grievance Committee** and the grievor. This step of the procedure to be processed and a written 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 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 **Manager of Employee Relations**, and entered at the third 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 third 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 or, if mutually agreed by the parties, to the Internal Arbitration Committee. Internal Arbitration Committee will be composed of the President of the Schneider Employees' Association, the Director of Human Resources or their delegates, and a Chairman mutually agreed upon by the parties.

(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. This also applies to a decision made by the Internal Arbitration Committee.

(7.4) Power of the Board

The Arbitrator, Board of Arbitration or Internal Arbitration Committee 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 or Chairman of the Internal Arbitration Committee, 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 8 - 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. Grievance 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 third 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

3

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 offenses; illegal strike, slowdown, work stoppage, insubordination or fighting.

ARTICLE 9 - RATES OF PAY

(9.1) Wage Rates

Effective June 1, 1993 a wage lump sum payment of \$400 dollars will be paid to all full-time employees on record who have worked since June 1, 1993.

The starting rate for full-time employees will be

75% of the base rate.

Automatic increase of $\frac{1}{5}$ 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 process (departments), except the Cafeteria process (departments).

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.

NOTE: For the purposes of the rate progression scale, an employee's service will be calculated from his original hire date. An employee will receive the rate adjustment upon attainment of the service criteria provided he has accumulated during such period, the required regular worked hours as listed below.

6 months	520 hours
12 months	1040 hours
16 months	1385 hours
20 months	1735 hours
24 months	2080 hours

If an employee has not worked the required regular number of hours during the service period, the rate will be adjusted at the beginning of the week following the attainment of such worked hours.

The base rate of pay for part-time employees will be calculated at 95% of the full-time base rate increase. Automatic increases of $\frac{1}{5}$ 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 the 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

50A-1

Full-time Employees Red Meat Cafeteria

June 1, 1993	- Hire Rate	\$12.25	\$12.25
	- Base Rate	16.33	13.25
June 5, 1994	- Hire Rate	12.44	12.44
	- Base Rate	16.58	13.50
June 4, 1995	- Hire Rate	12.74	12.74
	- Base Rate	16.98	13.90

Part-time Employees Red Meat Cafeteria

June 1, 1993	- Hire Rate	\$12.25	\$11.68
	- Base Rate	15.51	12.59
June 5, 1994	- Hire Rate	12.44	11.85
	- Base Rate	15.75	12.83
June 4, 1995	- Hire Rate	12.74	12.14
	- Base Rate	16.13	13.20

Student Employees Red Meat Cafeteria

June 1, 1993	\$12.25	\$12.25
June 5, 1994	12.25	12.25
June 4, 1995	12.50	12.50

(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 for...

- a) 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.
- b) all hours worked on the higher rated job during over-time, except for daily overtime that is scheduled for thirty (30) minutes or less
- c) all "higher rate time" will be rounded to the closest one half hour
- d) 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 second 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 (26) twenty-six weeks or whenever qualified, whichever ever 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 \$.09.

(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.

16-2

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 standard 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 standard remains in dispute at the third 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 Stationary Engineers shall consist of five (5) shifts, Monday to Sunday inclusive. Two consecutive days in each work week are allowed off, except as provided for in Letter #8, and for all purposes, shall be considered 6th and 7th 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.

77A-7

(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.

In the event it becomes necessary to change an individual employee's weekly schedule without at least twenty-four (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 Daily 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, without the approval of the individual or 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, without the approval of the individual or 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 6th shift and on Saturday. Two (2) times the regular hourly rate will be paid for hours in excess of eight (8). If during the week preceding the 6th 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. This premium shall

not apply to hours after midnight on Friday, which are part of the Friday shift. 22-0

(10.6) Seventh Shift and Unscheduled Sunday

Two (2) times the regular rate shall be paid for work performed on shifts in excess of six and Sunday. If during the week preceding the shifts in excess of six and 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 hours and two times the regular rate thereafter. The premium shall not apply to employees whose regular schedule starts on a Sunday night. 37E-0

(10.7) Work Performed on Statutory Holiday

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

(10.8) 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. 43-0, 085

(10.9) Off-Shift Premiums 43-0, 050

An off-shift premium of 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.

Effective June 5, 1994 an increase of .05¢ (.45¢) per hour will be applied to this premium. Effective June 4, 1995 an increase of .05¢ (.50¢) per hour will be applied to this premium.

527-111
(10.10) 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

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 6th and 7th 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.

The Company agrees to not have any one day plant (321 Courtland and Borden) shut downs that will cause a reduction in the minimum week guarantee other than provided for in this Article.

(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 6th or 7th 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, probationary and student employees.

(11.4) Reporting Minimum - Normal Shift 4.6.04

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 circumstance 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 student and 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, Saturday, Sunday and Statutory Holiday

Employees who are scheduled and report on the 6th shift, 7th shift, Saturday, Sunday or Statutory Holiday will be guaranteed a minimum of six (6) hours at their regular rate.

(11.6) Call-In 4.9.01

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. An employee who has completed five (5) shifts in the week and is subsequently called into work shall be paid at the appropriate overtime rate with the minimum equivalent of six (6) hours pay at the regular rate. 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 6th 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 and student 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.

(11.8) Meeting Outside of Shift

When an employee is called in for a meeting outside the normal hours of work for the purpose of Continuous Improvement program the appropriate overtime rate will be paid for time spent at the meeting with a minimum of two (2) hours at regular rate. Attendance will be on a voluntary basis for such meetings.

ARTICLE 12 - REST PERIODS AND MEALS

(12.1) Straight Eight Hour Shift

Employees who are working on a straight eight hour shift basis, including 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 allowance, if scheduled to work overtime in excess of one hour. Employees who qualify for a free meal allowance and take their one-half hour paid meal break will not punch out until the work period has been completed or unless other arrangements are authorized by the foreman. The paid time for free meal allowance on overtime will not be counted as time worked in calculating when an employee qualifies for any additional rest periods or meals allowances. When the overtime work period exceeds two and one-half hours after the first free meal break, an employee shall qualify for one ten (10) minute rest period and if the overtime work exceeds five (5) hours, a second free meal allowance will be provided, and one-half hour of paid time for the meal break.

It has been the long established practice of this Company to allow the employees located in the WBX building (Sliced Luncheon Meats and Pre-Cooked Bacon) an additional two (2) minutes travelling time for the rest period break only. The combined time will provide a maximum of twelve (12) minutes rest period in each shift. Should a cafeteria be established in the WBX this travelling time will no

longer be applicable.

(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 break.

Employees who work more than five (5) hours on their 6th or 7th shift, Statutory Holiday, or on an emergency call-in, will be provided with a free meal allowance, if possible, and allowed one-half hour of paid time for the meal break. Employees will qualify for a second free meal allowance five (5) hours after the first free meal break. Employees paid a free meal allowance on paid time will not punch out until the work period has been completed, however, the paid time for free meal break will not be counted as time worked in calculating when an employee qualifies for additional rest periods or meal breaks.

(12.3) Free Meal Allowance

32AR-010

The Company agrees to provide to eligible employees, a meal allowance of \$6.00 per free meal. This amount will be reviewed periodically and increased as necessary to reflect the average cost of a regular meal.

The meal allowance will be credited to each eligible employee and will appear as a tax free benefit on the employee's pay cheque.

(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 under section 12.1, 12.2 or 12.3 if they qualify.

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 five (5) hours or less will receive one (1) eight (8) minute washroom break. This will include 6th and 7th shifts and Statutory Holidays.

To ensure there is no misunderstanding with regard to "personal necessity time" for emergency situations, the following 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.

ARTICLE 13 - STATUTORY HOLIDAYS

(13.1) Designated Statutory Holidays

Employees shall be paid their regular hourly rate for regular hours not worked, Sunday to Saturday inclusive on the following designated statutory holidays:

Thursday, July 1, 1993	Dominion Day
Monday, August 2, 1993	Civic Holiday
Monday, September 6, 1993	Labour Day
Monday, October 11, 1993	Thanksgiving Day
Friday, December 24, 1993	Christmas Day
Monday, December 27, 1993	Boxing Day
Friday, December 31, 1993	New Years Day

63-110
Monday, January 3, 1994
Friday, April 1, 1994
Monday, May 23, 1994

Floater 11
Good Friday
Victoria Day
Individual Floater

Friday, July 1, 1994
Monday, August 1, 1994
Monday, September 5, 1994
Monday, October 10, 1994
Friday, December 23, 1994
Monday, December 26, 1994
Friday, December 30, 1994
Monday, January 2, 1995
Friday, April 14, 1995
Monday, May 22, 1995

-- Dominion Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
New Year's Day
Floater
Good Friday
Victoria Day
Individual Floater
Dominion Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
New Year's Day
Floater
Good Friday
Victoria Day
Individual Floater

Friday, June 30, 1995
Monday, August 7, 1995
Monday, September 4, 1995
Monday, October 9, 1995
Monday, December 25, 1995
Tuesday, December 26, 1995
Monday, January 1, 1996
Tuesday, January 2, 1996
Friday, April 5, 1996
Monday, May 20, 1996

(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 the Monday night. This

shall exclude employees whose regular shift starts on Sunday night.

(13.3) Part-Time Workers

77C-1

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 OR production manager 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 disabled from working on either or both the regular shift immediately preceding or following the paid holiday and such disability 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

63A --- 1

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.

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.

When 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, student or probationary employees.

ARTICLE 15 - JURY DUTY

An employee who is

- 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 this 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, student or probationary employees.

ARTICLE 16 - SENIORITY

(16.1) Probationary Period

From the time of hiring, new employees shall be

8-1020

considered probationers and shall possess no seniority until they have completed twenty-six (26) 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 unit, will carry seniority provisions with him.
- b) An employee who transfers back into the 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. This section is applicable to employees transferred from the bargaining unit prior to June 1, 1991.
- c) Employees who transfer out of the bargaining unit after June 1, 1991 may transfer back into the bargaining unit within the first year of being out with full seniority rights and service recognized. Employees who transfer back into the bargaining unit after one year will transfer with previous bargaining unit seniority only and full service.

- d) Employees are not permitted to transfer back into the bargaining unit while existing bargaining unit employees are on layoff.
- e) Employees transferring back into the bargaining unit under section b) or c) above must acquire job ownership through the transfer file.

(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. &.... 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. Safety Representatives for the purpose of layoff will also be granted top seniority.

The Process (department) stewards and safety reps will be the last employees farmed out on their shift during layoff, provided the person has the seniority to remain at work, except stewards and safety reps who represent more than one shift.

The process (department) stewards will be the last employees farmed out on their shift during layoff.

(16.6) Absence Due to Accident or Illness

An employee with seniority, absent due to accident or illness, shall continue to accumulate and be credited with service and 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 process (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 19.2, 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 just cause or voluntary quitting. Employees who have seniority and are on layoff will continue to accumulate seniority and service for the purpose of recall.

Probationary employees shall possess recall rights equivalent to their number of full weeks of employment at the time of layoff.

Employees who have completed their probationary period but have less than fifteen (15) months seniority shall have recall rights for twelve (12) months from the date of layoff. Employees who have obtained plant seniority (fifteen (15) months or more) shall have recall rights for twenty-four (24) months from the date of layoff.

Employees absent for three (3) consecutive work days, who fail during that time to notify the foreman or Human Resources Department of the reason for the 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 there upon 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.

The extended Health Insurance, Dental Care, and Life Insurance plans will be continued for the Leave of Absence. The employee will reimburse the Company (other than Maternity Leave) for the cost of these benefits at the current rates. The Association will be informed of changes to the benefit rates with an explanation of the changes four (4) weeks in advance of the new rates becoming effective. Contributions to the Company Pension Plan will be suspended for the Leave of Absence.

(16.9) Provisions for Trainees

Persons whom the Company is training to fill

207

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 program may continue in the program for a period not longer than two (2) years.
- b) New employee hired directly into the training program may continue in the program for a period not longer than one (1) year.

Current employees who enter the training program will relinquish job ownership upon commencement of the program. Employees who wish to leave the program will acquire job ownership by applying under Article 19.2.

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

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 - STAFFING

(17.1) Temporary Transfers Within the Process (Department)

The Company may temporarily transfer any employee

from one job to another on the same shift, 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.

When the Company needs to temporarily transfer an employee on a different shift, the Company shall request by seniority and ability, on a voluntary basis, if no one volunteers, the most junior qualified employee will be transferred.

An employee who is temporarily re-assigned within his own process (department) on a repetitive basis may register his objections 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.

Employees who volunteer under this section are not eligible for the shift change penalty.

(17.2) Temporary Transfer to Other Process (Department) and Operations Due to Work Load Variations

If a process (department) is looking to reduce and another process (department) needs to increase staff, the following procedure will apply:

From the process (department) that must reduce in their operation, management will on a voluntary basis, by seniority, qualifications needed to perform the open job in the receiving process (department) and requirement to continue efficient operations in their respective processes (departments) seek volunteers to transfer.

If there are no volunteers, farmed-in employees

will be transferred to the process (department) that needs staff from the process (department) needing to reduce providing the farmed-in employee is qualified to perform the open job in the receiving process (department). Then the most junior qualified employee will be transferred to the process (department) that needs staff from the process (department) needing to reduce.

It will be management's discretion to choose from which process (department) and operation they request employees to transfer.

An employee who is temporarily re-assigned out of his own process (department) on a repetitive basis may register his objections 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.

Employees who transfer under this section are not eligible for the shift change penalty.

When an employee has not been notified of transfer out of his process (department) prior to the end of the fourth hours of his 5th shift, it shall be the employees option to accept the transfer.

(17.3) Staffing Information Form

In order to best serve the needs of the Company and the employees the Staffing Work Team requires that a "Staffing Information Form" be submitted to the Human Resources Department. On this form please indicate the following:

1. indicate the process (departments) where you have worked
2. the shift normally worked
3. special skills possessed
4. medical restrictions that would impact staffing

(17.4) Staff Reductions (layoff procedures)

When it becomes necessary to reduce staff, student employees will be terminated and then the following layoff procedure shall apply:

FIRST: Probationary employees in the process (department) needing to reduce providing the remaining employees can satisfactorily perform the job assigned.

SECOND: Probationary employees in the operation needing to reduce providing the remaining employees can satisfactorily perform the job assigned.

THIRD: Probationary employees from the plant providing the remaining employees can satisfactorily perform the job assigned.

FOURTH: Full-time employees from the process (department) needing to reduce by seniority (less than fifteen (15) months seniority) providing that the remaining employees can satisfactorily perform the job assigned.

FIFTH: Full-time employees from the operation needing to reduce by seniority (less than fifteen (15) months seniority) providing that the remaining employees can satisfactorily perform the job assigned.

SIXTH: Full-time employees from the plant by seniority (less than fifteen (15) months seniority) providing that the remaining

employees can satisfactorily perform the job assigned.

SEVENTH: Plant seniority in order of seniority (more than fifteen (15) months seniority) providing that the remaining employees can satisfactorily perform the job assigned.

Employees who can qualify reasonably quickly will be given an opportunity to do so. Jobs which both parties mutually agree takes longer than a week to learn will be bypassed. The employee will then be assigned upward on the seniority list to the job that both parties agree can be learned in a week. Those given such opportunity must be qualified within one week.

Part-time employees are not subject to displacement by full-time employees.

Where it is determined by the Company that an employee requires training the Company will designate which employee will provide the necessary training. Upon completion of the training the excess employee(s) will be laid off and will not be entitled to the weekly guarantee for the week if they are eligible and apply for UIC (waiting period and/or weekly benefit).

Employees exercising their seniority rights under this article will only be entitled to one opportunity for training in any job number for the duration of this contract, unless otherwise mutually agreed by the parties.

Qualified as used in this Article 17 means the ability to regularly perform the job without instruction or assistance after the training week.

(17.5) Order of Recall

When increasing the work force the reverse order of layoff will be followed.

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 within three (3) days, has failed to do so without reasonable excuse, shall be considered to have quit his employment voluntarily.

- 1) Art employee recalled from layoff must return if he is capable of performing the available job.
- 2) 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.

The Company is not obligated to return an employee to his own process (department) who has been reassigned to a different process (department) unless the work assignment will be of two (2) weeks duration or more, and provided there is a qualified replacement.

(17.6) 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.

(17.7) Plant or Process (Department) Closing

Employees with seniority shall be eligible for transfer to another operation of the plant under the provisions of Article 17.8.

Eligible employees who are permanently laid off due to a permanent full or partial plant closing will be entitled to severance payments in accordance with Employment

Standards Legislation.

(17.8) Job Elimination/Combination Bumping Procedures

The Company will notify 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.

JOB ELIMINATION:

A job elimination occurs in the following circumstances:

- the job is permanently transferred to a different shift
- the work required to be performed is discontinued
- when a job combination occurs between two (2) or more shifts the work transferred from the originating shift on which the work was performed will be deemed to be a job elimination on that shift and handled accordingly.

Note: A job is not eliminated by reason of the start time changing within the same shift.

The individual directly affected may exercise his seniority rights to secure job ownership either by applying for a relocation transfer or by bumping to junior seniority positions.

27 E-1
Employees choosing to transfer will not be restricted by the time limits or the three (3) selection maximum contained within Article 19.2. Any subsequent move will be allowed according to the application of 19.2.

The only purpose of the bumping procedure is for job ownership. If bumping applies it will be after the 20 days notice.

JOB COMBINATION PROCEDURE:

A job combination occurs when:

(1) two (2) or more jobs on the same shift are combined and in such case the employee(s) with the least seniority will be bumped;

(2) when a job is changed such that some of the work is allocated to other shift(s), the work remaining on the shift will be treated as a job combination on that shift. The work transferred to another shift(s) is considered a job elimination on the originating shift. In such cases there are no bumping rights across shift(s) for the displaced employee(s) on the originating shift(s).

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

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 the process (department) job posting procedures. If the job vacancy is on a different shift the employee may elect one of the following options.

a) If the number of employee job elimination/ combinations on a shift is greater than the number of vacancies available, and if the most junior employee(s) jobs are not affected, the senior displaced employee has the option of filling a vacancy or bumping the junior employee.

b) The employee may displace the most junior employee in his process (department) on his shift. If he is unable to perform 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 this seniority rights.

Note: When an employee displaces a junior employee under this Article 17.8 he shall acquire job ownership of that job. If there is no vacancy in the process and there are farmed-in employees in the process, the employee whose job was eliminated/combined, may choose to bump a farmed-in employee rather than bump the junior employee.

- c) The employee may choose to transfer to a vacant job in the plant according to the Collective Agreement.
2. Once all job vacancies are filled, any additional displaced employees must bump a junior employee in their process (department) to obtain job ownership. The junior employee bumped off his shift will have the option of bumping the most junior employee in the process (department) on any remaining shifts. If he is unable to perform the job of the junior employee he is entitled to bump, he can move up the seniority list as described in 1 B.
3. The junior employee bumped out of his process (department) can apply for a job vacancy under Article 19.2 or he will be placed in any job vacancy in the plant. 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 fifteen (15) months or more seniority. If he is unable to perform the most junior job, the employee will move up the seniority list as described in 1 B.
4. When a number of employees are displaced due to job elimination, the corresponding number of least senior jobs in the process (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 classification are identified within his group of least senior jobs, the junior employee in the job classification will be 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.

5. If the employee is unable to bump in accordance with the above steps he will be laid off.
6. When one or more jobs are eliminated or combined, the affected employee(s) within the process (department) 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.
7. An employee displaced from his process (department) will have recall rights only to his process (department) if additional full-time staff is required, subject to the above time limits, prior to applying Article 19.2. The Director of Meat Manufacturing will determine if full-time staff is required following discussion with the S.E.A. President or his delegate.
8. Employees who voluntarily transfer under Article 18 from the job to which they were assigned or bumped into as a result of their job elimination/combination, will retain recall rights as specified in this section. Employees who voluntarily transfer to another process (department) under Article 19.2 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.

9. Employees who do not have fifteen (15) months or more 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 process (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 second step of the grievance procedure.

Note: An employee who has availed himself of the transfer option contained in Article 17.8 will be eligible by seniority to secure job ownership of any new job created in the process (department) where his job elimination occurred, prior to the affected date of elimination.

RATES OF PAY:

An employee will have his rate of pay adjusted at the beginning of the first pay period following six (6) months from the date of his job elimination/combination. Employees who have not acquired job ownership during this time will be paid the rate of the job they are performing.

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:

1. When a job is transferred to another process (department) or operation, 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 will apply.

2. A. The job being transferred will be offered in order of seniority to the employees in the process (department) it is leaving.
B. If no employee volunteers to move with the job to the process (department), the job will be posted in accordance with the job posting procedure.
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 17.8.

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

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 process (department), the vacancy will be posted on the process (department) notice board for two (2) working days. Interested employees in the process (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 process (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 19.2 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.

An employee absent from work who is able to return within a four (4) week period and wishes to accept the vacancy without a trial period will have his application granted.

Employees classified as inactive are not eligible for job postings under this article unless they have notified management of their ability to return to work within a four (4) week period. Employees who have notified management will be eligible for job postings following such notification.

If the Company cannot find a suitable employee within the process (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 Human Resources 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.

Employees applying for Lead hand responsibilities may be required to complete tests as determined to be appropriate by the Company and the S.E.A. for the purpose of establishing their suitability for such position. The Company and the Employees' Association will agree as to the nature of such tests.

(18.3) Exclusions

The provisions of this article shall not apply to part-time employees or students.

ARTICLE 19 • TRANSFERS

(19.1) Permanent Transfers

The Company may permanently transfer any employee who gave up their job or no longer are able to perform their job within a process (department) to a vacancy he is capable of performing and which has become available after the process (department) job posting procedure is complete. If there is an employee in the transfer file who wishes to move into the new process (department) to the vacant job, and the result of that transfer will cause the staffing level to be in excess of the staff requirements, the employee(s) without job ownership will be transferred. If there is no permanent vacancy within the process (department) the Company may permanently transfer any employee to a vacancy in the plant which he is capable of performing and which has become available in accordance with the transfer file procedure.

An employee who is no longer able to satisfactorily perform the duties of his job as determined by the

respective management representatives and the Association President, or their delegates, will forfeit job ownership and will be permanently reassigned by management in accordance with the procedure describe above to a position they are capable of performing.

Full-time employees who have never acquired job ownership will be included in all transfer files and must accept a vacant job they are capable of performing when the transfer file list arrives at their name except in the case of the Cafeteria, it will be voluntary by seniority, if no one volunteers, the junior employee will be forced.

(19.2) Application for Transfer

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

An employee who is no longer capable of performing his job satisfactorily or have lost their job as per Article 17.8 will not be restricted by the time or three (3) process (department) selections contained in this article.

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 process (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 process (department) until three (3) years have elapsed.

Should transferred employees be paid a rate lower than the rate of the job to 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 Article 19.1 and 19.2.

(19.3) Job Vacancy Definition

When a job is filled temporarily for a period in excess of thirteen (13) continuous weeks in a process (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 process (department) under other provisions of the agreement.

The thirteen (13) continuous week period defined above is not applicable where employees are assigned for purpose of temporary rehabilitation.

ARTICLE 20 - VACATIONS

(20.1) Vacation Year

The vacation year will be from June 1st to the following May 31st.

(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 31st of May 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. 0 / 0 1
- b) Employees with five (5) full years of service will receive three (3) weeks vacation. 0 1 0 1 0 1
- c) Employees with ten (10) full years of service will receive four (4) weeks vacation. 1 1 0 1 1 1
- 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. 1
- f) Employees with thirty-five (35) full years of service will receive seven (7) weeks vacation. 1

First Vacation - Employees who have been hired prior to May 31st of any year but have not accumulated one (1) year of service will receive one fifty-second (1/52) of one week's vacation pay for each week of service computed to June 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 after **June 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 **June 1st** during any vacation year, may draw the earned portion of such vacation on or after January 1st preceding the vacation period.

When scheduling advance vacation, preference will be given to employees who have scheduled current vacation.

The only exception to the above is when an employee with unscheduled current vacation wishes to schedule vacation during a period when another employee already has advance vacation scheduled. In such instances preference will be given to the previously scheduled advanced vacations.

Employees who transfer to different processes (department) and who have advance vacations scheduled will be responsible to contact their new supervisor to determine if the advanced vacation scheduled can be utilized.

(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 June 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 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 June 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 his vacation pay for each week of vacation entitlement in the current year based upon the greater of:

- 1) the previous week's hours times his hourly rate;
or
- 2) 2% of the previous vacation year earnings times the number of weeks vacation entitlement.

This does not apply to a reduced work schedule which is with twenty (20) weeks of the commencement of the illness or disability.

Employees on a reduced work week who observe a week or weeks of vacation will have their regular vacation entitlement reduced by the corresponding number of weeks taken.

This section is applicable after the application of Article 20.6A).

E) Students will qualify for vacation according to the Employment Standards Act.

(20.7) Choice of Vacation

Employees 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.

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.

(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.

(20.10) Rescheduled Vacations

Occasionally employees who are scheduled for vacation will be unable to observe part or all of their vacation due to illness or injury. Should this occur, the employee will be permitted to reschedule that portion of vacation he missed due to the illness or injury, at a time convenient to the Company and with due regard to employee request, provided the employee notifies his foreman prior to the commencement of the vacation or as soon after as possible if there is a valid reason for the delay. The employee must also provide supporting medical

documentation to substantiate his claim. This only applies to employees who are unable to commence their vacation. Employees who have already started their vacation will not be permitted to reschedule. For clarification purposes, the vacation is deemed to commence at the completion of the last scheduled shift in the week prior to the week of vacation.

Rescheduled vacations must be taken during the vacation year to which they are applicable. Employees who reschedule vacations under these circumstances will not have the right to displace the vacation schedule of other employees regardless of seniority or circumstance. When an employee is permitted to reschedule his vacation, the Company is under no obligation to schedule another employee's vacation in place of the week just cancelled.

If vacation is not used by the end of the vacation year, the vacation time will be forfeited and any vacation monies owing shall be paid the employee.

ARTICLE 21 - RETIREMENT

(21.1) Normal Retirement

Normal retirement shall be at age 65.

(21.2) Optional Early Retirement

87C-85
An employee who has attained a sum of at least ~~eighty-five~~ points from completed full years of age and completed full years of service may retire on the first of the month following such attainment and receive an unreduced pension.

An employee who is within ten (10) years of attaining the normal retirement age may retire with a pension payable on the first of the month following and be entitled to his earned pension unreduced for the period, sixty (60) months immediately prior to his normal

retirement date.

An employee may elect to retire on the first of the month following the attainment of age 55 and receive a reduced pension only for any period earlier than age 60.

(21.3) Canada Pension Plan

All employees must contribute to the Canada Pension Plan.

(21.4) Company Pension Plan

All employees who are members of the pension plan will continue to be members of the plan and new employees will become members of the plan on the first of the month after completing two years of accumulated service. Part-time employees will become members of the plan for pro-rated benefits when they become eligible to join the plan.

(21.5) Company Pension Plan Contributions

Total contributions by an employee will be 2.4% of earnings to the YMPE and 4% in excess of that amount until December 31, 1993.

Effective January 1, 1994 and for the term of this contract expiring May 31, 1996, members who contribute to the Company Pension Plan are required to contribute 1.9% of all earnings up to the YMPE and 4% in excess of that amount. Earnings shall mean the remuneration by a member from the Company in a calendar year including regular rate of pay and overtime pay, vacation pay and vacation supplement pay, shift premiums and freezer premiums.

In addition, employees may contribute voluntary contributions to the Company Group Registered Retirement Savings Plan.

(21.6) Company Pension Plan Benefits

Basic benefit from the Company Pension Plan at normal retirement date will be \$50.00 per year for each \$100.00 of contribution made by the employee until December 31, 1993.

Effective January 1, 1994 and for the term of this contract expiry May 31, 1996 the basic benefit from the Company Pension Plan at normal retirement date will be 1.2% of pensionable earnings to the YMPE and 2% of pensionable earnings above the YMPE.

A non-contributory supplement of \$16.10 per month per each full year of Company service prior to May 31, 1996 will be paid to members who retire on or after June 1, 1993. The non-contributory supplement will be increased to \$18.10 per month for employees whose pension commences on or after January 1, 1994.

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

The normal form of pension shall be Joint and Survivor 60% with a guaranteed five (5) year payment period.

In the event of the death of a member prior to retirement, the surviving spouse shall receive an immediate pension benefit of 50% of the members' earned pension at date of death.

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

(21.7) Pension Advisory Committee

The Company and the Association shall establish a

Pension Advisory Committee consisting of a maximum of three (3) representatives from the Company and three (3) representatives of the Association and one (1) retired member of the plan. The purposes of the Advisory Committee are:

- a) To promote awareness and understanding of the plan;
- b) To monitor the administration of the plan; and
- c) To make recommendations to the administrator of the plan respecting the administration of the plan.

The Advisory Committee shall have the right to examine the records of the administrator in respect of the administration of the plan in order to fulfil the purposes of the committee and the administrator of the plan shall provide the Advisory Committee with:

- a) A copy of the current plan text;
- b) A copy of plan text amendments; and
- c) A copy of plan documents that relate to the plan that are required to be filed with the Pension Commission (such as the annual information return, valuation report, and audited financial statement).

But all of the above does not apply in respect of information as to the service, wages, pension benefit or other personal information related to any specific member without the person's specific prior consent.

The Advisory Committee shall meet a maximum of four (4) times per calendar year. Some committee meetings may take the form of training sessions as arranged by the administrator of the plan. All expenses of the Advisory Committee approved by the administrator of the plan shall be charged to the plan.

The Company will provide the Association with a copy of all bargaining unit pension plan text

amendments at least twenty-one days prior to presenting such amendments to the Board of Directors for execution.

The Company will provide the Pension Advisory Committee with individual member data, accrued benefit, contributions, etc. only if each individual employee provides written authorization.

The Company will provide the Pension Advisory with a copy of the actuarial valuation report which contains a description of the actuarial assumptions and cost method when the report is filed with Ontario Pension Commission,

The Company will provide a copy of the Statement of the Investment Policies and Goals when the statement is filed with the Ontario Pension Commission.

(21.8) In The Event Of Sale

The Company agrees that in the event of a 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.

ARTICLE 22 - SAFETY HEALTH AND SANITATION

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

Protective devices on machinery and other equipment necessary to safeguard employees from injury shall be

provided by the Company and must be used by the employees.

All employees involved in maintaining or operating equipment where there is a danger will be instructed in the proper lock-out procedure as developed and updated from time to time by the Company.

Any worker has a right to refuse work that he believes is unsafe. Another worker may be assigned the work refused if he is told the reason for the refusal in the presence of a Worker Committee member. That other worker may also refuse to do the work. The procedure set out in the Occupational Health and Safety Act shall be followed, to expeditiously investigate and resume normal operations.

As stated in the Occupational Health and Safety Act, there shall be no penalty, coercion, intimidation or discrimination imposed upon a worker because he has complied with the Act.

J.M.S. recognizes that well trained safety representatives best serve the interests of the employees and the Company. To improve the knowledge level of the safety representatives the Company will provide the following in-house training:

W.H.M.I.S.
Accident Investigation
Safety Law
Ergonomics
Workplace Inspection

Additional external courses are also available and when successfully completed employees will be reimbursed in accordance with the Company Educational Assistance Policy.

In the event of a critical injury, a worker member of the committee must do an investigation to be submitted to the Ministry of Labour. For injuries of a less serious nature it is desirable that a Worker Committee member be involved in an investigation.

The Company recognizes that the process of employee involvement is desirable and will foster this process by having Worker Committee members take part in making and evaluating recommendations that will improve the ergonomics of plant jobs.

Two certified reps will be trained representing SEA members with one being the main certified rep and the second, his/her backup.

All rights and privileges established under the Laws of the Province of Ontario in respect to Occupational Health and Safety shall be followed.

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.

A safety representative who represents workers shall inspect the physical condition of the work area for the workers he/she represents once per calendar month or as agreed by the applicable joint committee.

~~Committee members~~ will be informed and investigate all serious accidents in the department they represent.

Safety members will be informed of the planning stages of installation of new equipment or structural changes to the process (department) they represent.

ARTICLE 23 -WELFARE PLANS

(23.1) Eligibility

Full-time employees are eligible for coverage in the following benefit plans after they have accumulated twenty-six (26) worked weeks of service, with the exception of:

- Weekly Indemnity -eligibility is after 13 worked weeks of service.
- Long Term Disability - eligibility is after 2 years of accumulated service.

Benefit coverage will be provided in accordance with the Group Benefits Insurance Booklet. It is understood that the employer is responsible for premium payments where applicable, on the basis stipulated in Article 23. The selection of the insurance carrier is vested exclusively with the Company.

Any claim which is an eligible expense under the terms of the Group Benefits Insurance Policy which is rejected by the Insurer, will be paid by the Company according to the term of the Group Benefits Insurance Policy.

Dependents must be enrolled in the plans to be eligible for coverage. Eligible dependents (spouse and children) of deceased employees will continue to be eligible for EHIP and Dental benefits for up to one year from the first of the month following death but not beyond the date that the deceased employee's spouse remarries or becomes eligible for comparable coverage.

Employees who retire from employment are eligible for coverage in the appropriate Retiree Benefit Insurance Plan.

(23.2) Extended Health Insurance Plan

The Company will provide an Extended Health Insurance Plan and pay 100% of the insurance premiums for the following benefits:

- * Managed Health Care-Drug Plan at 100% of all eligible expenses for the Drug Benefit (does not include any drug that is available on an over-the-counter basis whether or not prescribed), and the Supplementary Health Care Benefit.
- * Vision Care at \$100 every twenty-four months ^{766.4}
- Hearing Aids at \$500 every ten years **J**
- Supplementary Health Care ~~701~~ :
- Positive enrolment - all employees will be provided with enrolment forms to identify the names of dependants and their birthdates who are to be provided with dependant coverage. Benefit claims for dependants will initially be claimed by the spouse whose birthday occurs first in the year when the spouse has coverage available from another source.

(23.3) Dental Care

The Company will provide a Dental Care Insurance Plan and ~~pay 100%~~ of the insurance premiums for the following benefits:

- * Basic restorative & preventative at 80% reimbursement 7 1-2
- * Dentures and denture repairs at 50% reimbursement 70 E 100
- * Crowns and Bridges at 50% reimbursement
- * The Dental Fee Guide shall be the 1993 ODA Suggested Fee Schedule effective the first of the month following the date of ratification.
- Effective June 1, 1994 - the 1994 ODA Suggested Fee Schedule.
- Effective June 1, 1995 - the 1995 ODA Suggested Fee Schedule.

(23.4) Life Insurance

The Company will provide a Group Life Insurance Plan and pay 100% of the insurance premiums for the following benefits: 700 100 77 03

- * \$25,000 for all active full-time employees
- * \$12,500 for all active part-time employees
- * \$ 2,000 for all for employees who retire or reach age 65 after June 1, 1986.

(23.5) Weekly Indemnity

The Company will provide a Weekly Indemnity Insurance Plan and effective January 1, 1994 the Company will apply its portion of the premium to provide additional pension benefit and the employee pays 100% of the insurance premiums for the following benefits:

- . For absence due to illness or accident, benefits for up to fifteen (15) weeks at the rate of 66 2/3 (to the UIIC benefit level maximum) of the employee's regular daily or weekly hours at the regular hourly rate in effect at the time of illness or accident. Probationary employees who have accumulated thirteen (13) worked weeks of service are eligible for Weekly Indemnity benefits only.

- Benefits shall begin on the first day of absence if due directly to an injury caused solely by accident and disability began within 30 days of the initial injury. Benefits shall begin on the first day of absence if confinement to a hospital, surgery and pre-arranged out patient surgery where anaesthetic has been administered. Benefit shall begin on the fourth day of absence if due to other illness, except benefits for eligible probationary employees which shall begin on the fifteenth day of absence if due to other illness.
- The employee must see a Doctor within 7 days of the commencement of the disability in order to be considered eligible for full payment.
- Statutory holiday pay received during the waiting period will extend the waiting period by the equivalent number of days for which such statutory holiday pay was received.
- An employee returning to work on a reduced work week rehabilitation program will have his Weekly Indemnity benefit reduced by \$.50 (fifty cents) for every dollar earned on the rehabilitation program. For purposes of calculating the benefit reduction, the applicable employee base rate will be used.

DEFINITION OF ACCIDENT RE WEEKLY INDEMNITY BENEFITS

Accident

- a) The natural result of an unexpected/chance cause, e.g. slipping on a step; falling off a ladder.
- b) The unexpected/chance result of a natural cause, e.g. incurring a rupture playing golf; stooping over to pick up an object and breaking a ligament in the knee.

An Accident Does Not Include:

- a) The operation of natural causes such as old age, congenital or insidious disease, or the natural progression of some constitutional physical or mental defect.
- b) An injury which is the natural and direct consequence of an act deliberately done by the assured what would reasonable be expected to cause the injury, e.g. playing sports without proper protective equipment; accepting a dare to walk through broken glass barefoot.

If a claim for benefit is in dispute whether it is an accident or illness as rejected by the Insurance Carrier, the employee's attending physician will be requested to indicate which of the above categories is appropriate. When there is a difference between the insurer and the employee's physician, a third physician mutually agreed to by the parties will determine the appropriate category.

(23.6) Long Term Disability Insurance

The Company will provide a Long Term Disability Insurance Plan and both the Company and the employee pay 50% of the insurance premiums for the following benefits:

- . For absence due to illness or accident, a benefit of 60% of the employee's basic wage or salary to a maximum of \$1,322.00 per month.
- . The monthly disability benefit is reduced for primary benefits received on a dollar for dollar basis by a disability income payable under Canada Pension Plan Disability Benefits.
- . Employees no longer eligible for Weekly Indemnity Benefits must apply for U.I.C. medical disability

benefit. If the disability continues beyond thirty (30) weeks from commencement, L.T.D. benefits will then be applicable. The Company will top-up the U.I.C. benefit paid to ensure the employee receives 60% of his basic wage to a maximum of \$1,322.00 per month. An additional top-up will be provided to offset any difference in the employee's tax payable as a result of receiving U.I.C. disability benefits in lieu of the L.T.D. benefits. The Company will provide up to four (4) weeks of U.I.C. bridge benefit to any employee who has signed an agreement with the Company to repay such monies, when there is an unusual delay in receiving U.I.C. benefits which is not attributable to the employees.

- During the qualifying period and the 24 month period immediately following it, "totally disabled" means the employee is unable due to a medically determinable physical or mental impairment due to injury or disease to perform the regular duties of any occupation which the Company may make available to the employee.
- After the 24 month period, "totally disabled" means the employee is unable, because of a medically determinable physical or mental impairment due to injury or disease to perform the duties of any occupation for remuneration or profit within the range of his education, training or experience.
- An employee is not considered totally disabled unless he is under the active and continuous care of a physician for that disability.
- An employee is not considered totally disabled due to the use of drugs or alcohol unless he is being actively supervised and receiving continuous treatment for that disability from a rehabilitation

centre or an institution provincially designated for that treatment

- Employees who are absent from work and in receipt of Weekly Indemnity benefits and who would have achieved two (2) years service during that period had they actively been at work, will be deemed to have met the service requirements to become eligible for this benefit.
- Employees who are collecting Long Term Disability benefits and are eligible for an unreduced pension from the Company Pension Plan and who 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
- An employee returning to work on a reduced work week rehabilitation program will have his Long Term Disability benefit reduced by \$.50 (fifty cents) for every dollar earned on the rehabilitation program. Only regular earnings will be applied to this reduction."

(23.7) Claim Eligibility

Where a claim for Weekly Indemnity or Income Continuance benefits is in dispute based upon the insurance carrier's assessment of the medical information provided by the employee's physician, the employee will be medically assessed by a third physician, mutually agreed upon by the parties, and this

assessment will be determinative of the employee's eligibility for benefit. The cost of this independent medical will be borne by the Company.

(23.8) U.I.C. Premium Reduction

The U.I.C. premium reduction sharing shall be applied to reduce employee Long Term Disability 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. New employees shall pay the cost of safety shoes and designated clothing and equipment to a maximum of \$150.00, which shall be deducted from the employee's first five (5) pay cheques in equal instalments.

(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 process (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.

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 the 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, 1993 and shall continue in effect until the 31st day of May, 1996 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 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.

ARTICLE 28 - Letters of Agreement

Letters of Agreement which are binding upon the parties are contained within this Collective Agreement.

LETTER OF AGREEMENT #1

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: CHANGES IN WORKING CONDITIONS

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,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #2

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: PROTECTED JOBS

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

W. B. B. - 1

In the event that the designated S.E.A. Industrial Engineer is laid off and his services are required he may be recalled out of seniority order to complete the necessary assignment.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #3

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: CONTRACTING OUT

This letter will clarify the intent of the parties regarding the decision to contract out work, according to Article 3.5.

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,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #4

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: PERMANENT MODIFIED WORK FOR WORKERS INJURED ON THE JOB

The Company will establish a Modified Work Committee with representation from management and workers; the Health Services Coordinator, the appropriate Production Manager, and Process (department) Steward, the Co-chair of the Safety Committee (worker representative), and the injured worker. This committee will have the following responsibilities:

- determine, in conjunction with the Health Centre, the physician, and W.C.B., the capabilities of the injured employee;
- determine if the employee can return to regular job;
- determine if the job can be modified to accommodate the injured employee;
- determine if part time positions are available for those unable to manage a full shift;
- determine if available alternate work is suitable;
- develop an individual program for the worker and keep him actively involved in the plan by setting goals and maintaining continuous contact;
- notify the W.C.B. of program and progress;
- communicate potential labour relations problems to management and S.E.A.;

12-2

- maintain a liaison with Joint Health and Safety Committee;
- keep a record of meetings.

This committee will be the central control for assigning injured workers to the appropriate position. The Health Services Coordinator will keep an up-to-date log of the available jobs, the workers requiring jobs and workers filling special rehabilitation or modified jobs.

The list of permanent rehabilitation jobs will be revised every four (4) months following discussion with the Association, and a copy will be provided to the S.E.A.

The worker has the responsibility of cooperating with the committee to minimize the negative effects of an injury on both himself and the Company by:

- maintaining at least bi-weekly contact with the designated person(s) responsible for his program and taking an active role in developing the individual program;
- communicating concerns to effect a prompt resolution;
 - obtaining clearance from the physician for the return to modified work;
 - notifying W.C.B. of the program and progress; taking other scheduled activities such as physical therapy or doctor's appointments into consideration in the "back to work" schedule;
 - arriving at the job on time and ready for a punctual start.

Permanent Rehabilitation Jobs

These are jobs identified and determined to be appropriate by the Company for the purposes of assigning permanently disabled employees.

When such permanent rehabilitation jobs have not

been permanently assigned to an employee, the Company may temporarily assign other employees to these jobs or terminate the job.

The permanent rehabilitation jobs may be created by the Company as follows:

- By modifying the job the employee owns providing the employee can do 80% or more of the essential duties. If the list of job duties have been modified to suit a disabled worker and the worker no longer requires the job, it may revert to its former composition as determined by the Company;
- From new jobs that are introduced into the organization as mutually agreed by the parties;
- By combining functions of existing jobs where the removal of the specified duties at that time does not result in the elimination of such existing jobs as mutually agreed by the parties.

Permanent rehabilitation jobs are those jobs created or set aside specifically for the rehabilitation program and do not form a part of the job posting procedure. These jobs are to be filled by the committee:

1. By matching the worker's restrictions with the job;
 2. Within the process (department)/operation (if at all possible);
 3. By ability and seniority;
- * In this order of priority.

In the event of a work reduction, workers who are in the rehabilitation program and do not possess the seniority to continue to work, will follow the layoff procedure in accordance with the provisions of the Collective Agreement.

Employees assigned to permanent rehabilitation jobs will have their medical status reviewed not less frequently than yearly by the Modified Work Committee. The S.E.A. executive and Employees Relations shall

participate in this review. If an employee on a permanent rehabilitation job is able to perform regular duties, as determined from the medical information supplied by the employee upon request from the Company, he shall be removed from the permanent rehabilitation job and must obtain regular job ownership in accordance with the Collective Agreement.

This letter will remain in effect until the Company and the SEA have concluded their review of the rehab program and reached agreement on the recommendations put forth.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #5

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: CHANGE!; IN OPERATIONS

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,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #6

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

25(-)

RE: APPRENTICESHIP PROGRAM

The Company and the Association agree that the operation of the apprenticeship program will be in accordance with the "Apprenticeship Standards" document dated January 19, 1988.

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

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #7

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: MAINTENANCE DEPARTMENT ROTATING SHIFTS

Any new employee hired after January 15, 1986 will be hired under the condition he is required to work either a steady shift or a rotating shift as the situation warrants.

In order to clarify all situations that may arise, the following must be clearly understood.

- If an opening occurs on the 3-11 or 11-7 shift, those who are on steady day shift will rotate to cover that shift until a replacement is hired and trained (up to a maximum six month training period). The shift covered will be whatever shift becomes vacant due to the layoff, resignation, or transfer.
- Employee on day shift are expected to cover for vacations, sickness and time off due to accidents for those on 3-11 and 11-7 shifts. This will be covered on a voluntary basis. If there are no volunteers and the absence is for one week or less, the junior employee on day shift will be transferred to the required shift. If the absence is for more than one week and there are no volunteers, the shift will be covered on a rotating bases, one week at a time by reverse seniority.

- If an employee on rotating shift is granted vacation during the week his 3-11 or 11-7 shift fall on, he is expected to arrange to exchange shifts with someone within his trade to cover the shift and advise his foreman of the change. If he has not done so one week before his scheduled rotation, the process (department) foreman will arbitrarily arrange the exchange.
- If conditions warrant that additional people are required on 3-11 and 11-7 shift, the requirements will be covered on a rotation basis until a suitable person is hired and trained.
- In certain circumstances, due the amount of training required, it may be advantageous to assign an employee to an area on a resident basis. In these cases, the shift requirements will be clearly stated and the employee who fills the job will be required to work those shift only while he has that job.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #8

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: STATIONARY ENGINEER SHIFT SCHEDULE

As requested by the stationary engineers and agreed to by the Company, the shift schedule of the second and third class engineers will be as per the schedule shown below to provide two consecutive days off work upon conclusion of the day shift.

For the second class group, shift #4 constitutes six consecutive shifts and for the third class group, shift #3 is six consecutive shifts. In both instances the sixth shift will be paid at regular straight time rates.

Second Class Schedule

Shift Rotation	Shift	Mon	Tue	Wed	Thur	Fri	Sat	Sun
1 2 3 4	#1	3-11	3-11	3-11	3-11	3-11	OFF	OFF
2 3 4 1	#2	OFF	OFF	11-7	11-7	11-7	11-7	11-7
3 4 1 2	#3	11-7	11-7	OFF	OFF	7-3	7-3	7-3
4 1 2 3	#4	7-3	7-3	7-3	7-3	O F F	3-11	3-11

Third Class Schedule

Shift									
Rotation	Shift	Mon	Tue	Wed	Thur	Fri	Sat	Sun	
1 2 3 4 5	#1	3-11	3-11	3-11	3-11	3-11	OFF	OFF	
2 3 4 5 1	#2	OFF	OFF	7-3	7-3	7-3	7-3	7-3	
3 4 5 1 2	#3	7-3	7-3	OFF	11-7	11-7	11-7	11-7	
4 5 1 2 3	#4	11-7	11-7	11-7	OFF	OFF	3-11	3-11	
5 1 2 3 4	#5	M7-3	M7-3	M7-3	M7-3	M7-3	OFF	OFF	

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #9

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: SHIFTS STRUCTURE

'This will confirm the agreement between both parties on the definition of shift structure.

We have three shifts:

- a) Days 3:00 a.m. start to 11:59 a.m. start
- lb) Afternoons 12:00 p.m. (noon) start to 6:59 pm start
- c) Nights 7:00 p.m. start to 2:59 a.m. start.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #10

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: UTILIZING S.E.A. EMPLOYEES TO MINIMIZE LAYOFF

Where management has determined that existing employees possess the necessary skills and are able to efficiently perform painting assignments within the plant the following will apply:

a) During Plant Layoff Only

The painting job must be in part of the plant where the job can be performed Monday to Friday during regular working hours (no overtime).

The S.E.A. employees will be reassigned using Article 17.2 for the time needed to complete said job.

b) Painting jobs that because of their location and production demands cannot be done until Saturdays and Sundays will continue to be contracted out.

When there is no plant layoff we will continue to contract out painting.

The plant maintenance foreman and the S.E.A. maintenance steward will communicate each job and decide which section it falls under.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #11

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: OVERTIME WORK - DEFINITION

Please be advised of the following:

"Overtime Work" is defined as minutes or hours of time worked before or after the normal daily schedule of hours or the normal weekly schedule of hours.

Overtime will be determined and scheduled by management and will become available to employees only when the Company cannot produce or attain its requirements with bargaining unit employees working regular hours.

Rules for the distribution of overtime will be established by Process (departmental) Overtime Policies, as developed to by the employees, Process (departmental) management and stewards, and approved by senior management and S.E.A. officials.

When overtime work is made available by management, it will be awarded according to the Overtime Policy and paid for according to the provisions of the Collective Agreement.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #12

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: CONTINUOUS IMPROVEMENT PROGRAM

I want to confirm the commitment I gave to you relative to the continuous improvement program underway in the organization. Specifically, I stated that full-time employees who have a job elimination/combination which is identified through a V.A.M. project, will be utilized until a permanent opening occurs to which they can obtain job ownership via Article 17.8. Permanent job vacancies will occur as a result of retirements, resignations, discharge, death, etc., and when such vacancies occur employees must apply or will be assigned job ownership according the Collective Agreement. The Company will notify the Association of job elimination/combinations resulting from a V.A.M. project, together with job openings that occur, to ensure that displaced full-time employees are permanently reassigned.

As much as possible, employees will be assigned to their same shift provided this can be done consistent with the Collective Agreement.

Also the Company agrees there will be no Self Directed Work Team during this Agreement.

Yours truly,

J.E. Lauer
Vice President Operations

LETTER OF AGREEMENT #13

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: ASSOCIATION INDUSTRIAL ENGINEERS

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 engineers terminate, the Company and the Association shall mutually agree upon a schedule for the selection and training of a replacement.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #14

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: PART-TIME SHIFTS

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.

This letter will confirm our agreement regarding the use of part-time help in the Cafeteria. Specifically, part-time employees will be used in accordance with the letter of understanding with the following exceptions:

- 1) In the event of excess absenteeism, part-time employees may be used to a maximum of eight (8) regular hours per day not to exceed twenty-four (24) hours per week.
- 2) In the event of increases in volume resulting from such events as Golden Age dinners, Christmas dinner, plant tour requirements, etc., the part-time employees may have their shift schedule extended

beyond the hours listed in the letter of understanding, but this will not exceed eight (8) regular hours per day or twenty-four (24) regular hours per week.

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,

H.W. Short

Director of Human Resources

LETTER OF AGREEMENT #15

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: NEGOTIATED HOURS OF PAY FOR ASSOCIATION BUSINESS

This letter describes the financial support to the S.E.A. provided by the Company. The Company will pay up to a 'maximum' of \$10,000.00, per period effective June 1, 1993 (\$10,200.00 per period effective June 1, 1994, \$10,500.00 per period effective June 4, 1995), for the hours described below. Any costs incurred over this limit will be reimbursed to the Company within two (2) weeks of being notified by the Company of the amount owing:

1) S.E.A. Executive

- a) President...all regular hours worked each week...up to five (5) overtime hours worked each week, including grievance/discipline meetings. Rate of pay will be equivalent to the highest rate in the plant.
- b) Vice-President...up to thirty (30) regular hours worked per week at a rate equivalent to 50% of the highest increment over base rate. When the President is on vacation or leave and the Vice-President assumes his duties/responsibilities he will receive payment for that period of time at the President's rate of pay.
- c) Secretary...up to thirty (30) regular hours worked per week at a rate equivalent to 20% of the highest increment over base rate.
- d) Treasurer/Benefits...up to eight (8) regular hours

worked per week at his/her normal rate.

- e) Chief Steward...up to a maximum of five (5) regular hours worked per day when required. In the absence of all four executive officers from the plant, the Chief Steward will be paid a maximum of eight (8) regular hours worked per day. The Chief Steward will be paid at his normal rate.

2) Grievance/Discipline Meetings

The Vice-President (or President in his absence from the plant) and members of the Grievance Committee will receive payment at their regular rate (overtime rate if applicable) when required to attend such meetings to represent employees.

3) Stewards' Meetings

- a) The Company will pay for up to one and one-half (1-1/2) hours at the appropriate rate for each steward in attendance at the monthly meeting.
- b) Stewards who attend the monthly meeting who are not at work will receive payment for their attendance directly from the S.E.A.

4) Treasurer/Benefits Schedule

The Treasurer will continue to perform the S.E.A. duties each Friday, unless other mutual arrangements are made with his/her home department. If needed, up to two (2) additional hours weekly will be paid by the Company

5) Office Administration

Office facilities will be provided rent free, however, costs associated with respect to photocopying, printing, facsimile, telecopier, office supplies, and telephone services will be the responsibility of the S.E.A.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #16

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: SUMMER VACATION

The Company agrees to allow employees two (2) weeks of vacation, from the last week of June to and including the first week of September, in any process (department) where it can be done. In processes (departments) where there are restrictions, they will allow the maximum.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #17

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: DEFINITION OF A SPARE

Full-time position whose function is to replace employees absent in their process (department) as assigned by management due to illness, injury, leave of absence, excused, inexcused, open jobs, or other duties as assigned according to the job posting.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #1 8

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: PROCEDURE FOR FILLING JOB VACANCIES

When a job vacancy occurs it will be filled in the following manner:

- 1) A process (department) job posting will occur when there is a vacancy, unless mutually agreed, to extend the posting.
- 2) All process (department) vacancies occurring as a result of the process (department) posting will be processed.
- 3) A requisition for help, properly authorized, will be forwarded to Human Resources to acquire the appropriate number of employees from the transfer file for the resultant vacancies. (Clarification when the requisition will be processed.)
- 4) Human Resources will obtain the names of employees in the transfer file as of the date the requisition is received and ask employees, in order of seniority, if they want to move to the new process (department).
- 5) Article 19.2 requisitions for current vacancies will be processed in advance of process (department)/plant

job postings (Article 18) for employees who have indicated they will be retiring at a future identified date. The exception to this is department/plant postings for jobs requiring a lengthy training period, e.g. Maintenance, Rendering, Panel Operator, Smokehouse Operator, etc. (see item #7).

- 6) Employees who transfer into a process (department) under Article 19.2 are only eligible to apply for new process (department) job posting occurring after they are transferred to the new process (department), either physically or through paper transfer. Job postings resulting from an initial job posting are not considered to be new process (department) job postings.
- 7) Process (department) postings can occur to replace employees who are retiring at a future identified date. In such cases management may post the vacancy one week prior to the employee actually leaving except for jobs requiring more than one (1) week training, in which case management will post the job sufficiently in advance to provide proper training. This also applies to employees who utilize their vacation entitlement to leave in advance of their actual retirement date.
- 8) An employee who is away from the workplace cannot transfer to a different job or process (department) unless they are physically able to return to work and perform the job within a four (4) week period.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #19

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

Dear Mr. Losier:

SUBJECT: TRAINING ON LAYOFF

When mutually agreed upon by the parties, employees on layoff may be scheduled by the Company at its discretion for educational training programs and in such event will be paid at their regular rate, only for hours actually spent attending such training programs and such payment will not qualify the employee for any other payment, benefit or guarantees.

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #20

Mr. Charles Losier
President
Schneider Employees Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier:

SUBJECT: COFFEE POLICY

A) Employees whose job is located in a refrigerated area where the temperature is 50° F (10° C) and lower will be entitled to the coffee premium.

B) Employees whose job requires them to work outside and are affected by cold weather conditions will receive the coffee premium. This applies only from the first Monday in October until the last Friday in May.

This will include inter-plant and warehouse drivers.

Not included are employees eligible for out of town meal allowance.

C) Effective Monday, January 7, 1991 a premium of one 9¢ increment for all hours worked will be paid to all eligible employees under this Coffee Policy. This increment is not subject to any premium payments and will be excluded from all calculations for other benefits e.g. vacations, statutory holidays, bereavement, jury duty, etc. However, employees working only 4-8 hours e.g. (rehab - 5 hours on a Friday, etc.), 'Called in', or 6th and 7th shift and are eligible for a free coffee will be paid the equivalent of one 9¢ increment for 8 hours (72¢). This premium will be a tax free benefit (the Company will pay any tax on this benefit).

Yours truly,

H.W. Short
Director of Human Resources

LETTER OF AGREEMENT #21

Mr. Charles Losier
President
Schneider Employees Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: S.E.A. EXECUTIVE OFFICERS TEMPORARY JOB POSTING

It is agreed that the S.E.A. Executive Officers will have their posted jobs protected through temporary postings for the duration they are in office. Those accepting temporary posting will forfeit their job ownership.

When an S.E.A. Executive Officer returns to his/her job, those in the temporary position will be allowed to go back to their original shift, if no vacancy, will bump the junior employee on that shift.

Yours truly,

H.W. Short
Director of Human Resources

J.M. SCHNEIDER INC. per

H.W. SHORT	P. BARNES
S. CARON	B. RANDALL
F.H. DINGETHAL	J. STEINBERG
G.J. MARTIN	

SCHNEIDER EMPLOYEES' ASSOCIATION per:

C. LOSIER	D. FLYNN
S. TEBBUTT	S. ROCKE
D. FERNANDES	D. LESPERANCE
D. FENLON	K. MONTGOMERY

1994

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1	2	3	4	5			
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			
APRIL							M A Y							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1 2	1	2	3	4	5	6	7						1 2 3 4	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1 2							1 2 3 4 5 6						1 2 3	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1	2	3	4	5			
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			