

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CARGILL VALUE ADDED MEATS LONDON**

**- and -**

**UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175**

**TERM: June 2, 2013 to June 3, 2017**

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## COLLECTIVE AGREEMENT

**BETWEEN: CARGILL LIMITED**  
(Hereinafter referred to as "the Company")

OF THE FIRST PART,

- and -

**UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175**  
(Hereinafter referred to as "the Union")

OF THE SECOND PART.

**ARTICLE 1 - PURPOSE**

- 1.01 The purpose of the Agreement is to secure for the Company and its employees, the full benefits of orderly and legal collective bargaining and to ensure, to the utmost extent possible, the safety and welfare of the employees, the economy of operations, the quality of work and the protection of property.

**ARTICLE 2 - RECOGNITION**

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of its Plant as defined in Article 3.
- 2.02 The Company undertakes that it will not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, inconsistent with the terms of this Agreement.
- 2.03 The Collective Agreement shall be gender neutral. The singular shall include the plural and vice versa, as applicable.

**ARTICLE 3 - EMPLOYEES**

- 3.01 The term "employees", as used in the Agreement, shall be all employees of Cargill Limited, in the City of London, Ontario, save and except: truck drivers, supervisors, persons above the rank of supervisor, nurses, office and sales staff.
- 3.02 (a) Supervisory personnel will not perform Bargaining Unit work except in the training of employees, testing of equipment, developing of methods or standards. Any time worked outside this clause shall in no case result in a loss of employment, layoff or any bargaining unit hours. Any grievance

pertaining to this article shall be filed directly with the Operations Manager and the Human Resources Manger.

- (b) Persons excluded from the Bargaining Unit will not perform Bargaining Unit work beyond current practice, or notwithstanding Article 16, when a Bargaining Unit employee is on layoff.
- (c) Such person permitted to perform Bargaining Unit work as outlined in 3.02 (b) above shall perform such Bargaining Unit work for the sole purpose of replacing Bargaining Unit employees absent from work for reasons other than layoff. The Chief Steward shall be provided with the names of employee(s) being replaced.

3.03 The Company will not contract out Bargaining Unit work beyond current practice to such an extent that it directly results in the layoff of a Bargaining Unit employee.

#### **ARTICLE 4 - RELATIONSHIP**

- 4.01 (a) The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them, their representatives or members because of an employee's membership or non-membership in the Union.
- (b) The Parties agree that there will be no discrimination exercised or practised by either of them because of an employee's age, race, creed, colour, sex, national origin, handicap, religious or political affiliation in accordance with the provisions of the Ontario Human Rights Code.
- 4.02 On commencing employment, the Supervisor or his designate will introduce the new employee to the Department Union Steward and the Chief Steward, if available. **The Chief Steward and/or Union Representative will be given twenty (20) minutes during his/her shift, without loss of wages, to discuss Union membership and Union representation during orientation.**
- 4.03 The Union agrees that Union meetings will not be held on Company premises, and that no employee or Union Official will engage in any Union activity on Company time during his working hours or the working hours of any employee, except as provided for in this Agreement.
- 4.04 (a) The Union undertakes to secure from its officers, stewards and members their cooperation with the Company.
- (b) The Company undertakes to instruct its supervisors, and its appointees to the committees outlined in Article 8, to cooperate with the Stewards in the carrying out of the terms and requirements of this Agreement.

4.05 Union Management Committee: The Union and the Company agree to establish a Joint Labour Management Committee. The Union portion of the Committee shall consist of a Representative of the Union and the Chief Steward.

The function of the Committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the Committee will not discuss any matter which is the subject of any outstanding grievance.

The Committee shall meet once each calendar quarter or in addition on an informal basis at a time mutually agreed to by the parties.

#### **ARTICLE 5 - UNION SECURITY**

5.01 (a) The Company agrees that all employees, as defined by Article 3.01, shall become and remain members of the Union in good standing as a condition of employment.

(b) The Company shall remit to the Union, within thirty (30) calendar days following the **date of hire**, the United Food & Commercial Workers Membership Application Form signed by the new employee.

5.02 (a) All employees shall, as a condition of employment, authorize the deduction of Union dues and initiation fees. Such deductions will commence with the employee's first pay.

(b) The Company agrees to make the deduction, set out in Article 5.02 (a), from each employee in the Bargaining Unit, **and in the case of a new employee, such initiation fees as are in effect according to the Union bylaws**. The Company will remit the total sum so deducted to the Union on or before the fifteenth (15th) calendar day of the following month. The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of an email (remit ufcw175.com) or on a computer diskette, as well as a hard copy of the dues report being attached to the remittance cheque. The information provided will be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable to the Union. The spreadsheet will provide the following information, as known to the Company:

1. S.I.N.
2. Employee number, if applicable
3. Full name (last/first/initials)
4. Full address, including city and postal code
5. Telephone number (including area code)
6. Date of hire
7. Rate of pay
8. Classification
9. Full time or part time designation
10. Union dues deducted (or the reason a deduction was not made).  
If dues are deducted weekly, report requires five (5) columns for reporting.
11. Total dues deducted
12. Back dues owing
13. Vacation pay breakdown of dues owing
14. Initiation fees deducted
15. Total initiation fees deducted

- 5.03 The Company agrees to enter the amount of Union dues paid on employees' T4 forms for Income Tax purposes.
- 5.04 The Company agrees to provide the Union Office once a month with the names, addresses, telephone and Social Insurance Numbers of new employees, also the names of employees who have terminated their employment, including the date of termination.
- 5.05 The Union shall advise the Company, in writing, the amount of the Union dues and the initiation fee which the Company is required to deduct from each eligible employee. The Company will be advised, in writing, of any further changes in the Union dues or initiation fees.

## **ARTICLE 6 - MANAGEMENT**

- 6.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency; and
  - (b) hire, discharge, classify, schedule, transfer, assign, direct, promote, demote, layoff, and suspend or otherwise discipline employees for just cause; and
  - (c) generally to manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, the kinds and locations of equipment, machines, and tools to be used, the allocation and number of employees required by the Company.

- (d) Management rights, as outlined above, shall not be exercised in a manner inconsistent with the terms of this Agreement.

6.02 The Union recognizes the right of the Company to make, enforce and to alter, reasonable rules and regulations as required not inconsistent with the terms of this Agreement, to be observed by all employees.

## **ARTICLE 7 - NO STRIKE - NO LOCKOUT**

7.01 In view of the orderly procedures established by this Agreement for the settling of disputes or the handling of grievances, the Union agrees that during the life of this Agreement, it will not call a strike, slowdown, sit down, or other stoppage of work or interference with production and the Union will hold its members to this responsibility.

The Company agrees that during the life of this Agreement, there shall be no lockout.

7.02 For the purpose of this Article, the Union recognizes that in order to provide maximum opportunities for continuing employment, the Company must operate efficiently in order to be in a strong market position.

## **ARTICLE 8 - STEWARDS AND COMMITTEES**

8.01 Except as otherwise provided in this Agreement, no individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union will supply the Company with the name of its representative or designate and the Company will supply the Union with the name of its Manager of Human Resources or designate.

8.02 The Company acknowledges the right of the Union to appoint or otherwise select members to its Grievance Committee and its Negotiating Committee. The Parties acknowledge each other's right to appoint or otherwise select its members to the Joint Health & Safety Committee and the Joint Return To Work Program Committee.

8.03 (a) A Grievance Committee shall be appointed and shall consist of a Business Representative of the Union and the Chief Steward, plus the Steward who handled the initial grievance. Employees of the Company appointed to the Grievance Committee must have six (6) months seniority with the Company.

- (b) The Grievance Committee members may leave their work without loss of pay to attend to Union business on the following conditions:

- i) such business must be between the Union and Management;
- ii) the time shall be devoted to the prompt handling of necessary Union business;
- iii) the Steward or Committee Member concerned shall obtain the permission of the Supervisor concerned before leaving his work. Such permission shall not be unreasonably withheld;
- iv) any meetings with Management will be held during Plant working hours and shall be considered as hours worked and paid for at the appropriate rate.

8.04 (a) **A Negotiating Committee shall be appointed and shall consist of a representative of the Union and up to seven (7) bargaining unit members plus the Chief Steward. Each department shall select one (1) member to be nominated for the Negotiating Committee. The departments shall be Maintenance/Refrigeration, Kill/Evis, Further Processing, Sanitation, Boning, Distribution and Quality Assurance.**

Employees so appointed must have a minimum of six (6) months employment with the Company.

- (b) The employees of the Company who are appointed, or otherwise selected, by the Union to the Negotiating Committee shall be paid eight (8) hours at their regular rate of pay for each negotiating session scheduled between the Parties. The Union will reimburse the Company fifty percent (50%) of wages paid for up to the first (1st) six (6) meetings and one hundred percent (100%) for all other meetings, if any.

It is understood that the work week for employees appointed, or selected, to the Negotiating Committee is reduced by eight (8) hours for each negotiating session. The Company shall pay Health & Welfare plans, all pension contributions, and accrued vacation credits while attending any day of negotiations.

8.05 (a) Union representatives for a Joint Health and Safety committee shall be appointed or otherwise selected by the Union, and shall consist of a representative of the Union and a maximum of seven (7) Bargaining Unit employees (Management members shall not outnumber Bargaining Unit members). **The Union will endeavour to have representation from each department prior to appointing a second representative from the same department.**

- (b) The Joint Health & Safety Committee shall be governed by the provisions of the Occupational Health and Safety Act and Article 26 of this Agreement.



- 8.06 (a) Union representatives for a Joint Return to Work Program committee shall be appointed and shall consist of a representative of the Union and three (3) Bargaining Unit employees (Certified representative and/or Chief Steward) and one (1) Bargaining Unit member shall be the person appointed in 8.08(c).
- (b) The Joint Return o Work Program Committee shall be governed by the provisions of Article 27 of this Agreement.
- 8.07 The name of each employee, as from time to time selected or elected to the above Committees, shall be given in writing to the other Party.
- 8.08 (a) The Company acknowledges the right of the Union to appoint one (1) Chief Steward and one (1) Steward from each shift within the department.
- (b) The Union acknowledges that the Chief Steward and Stewards have regular duties to perform on behalf of the Company and that such persons may not leave their regular duties without notifying their immediate Supervisor.

In such cases where a Steward and an employee do not have similar lunch and/or break periods, the Chief Steward who shall be scheduled to work the day shift will be allowed when necessary to leave his regular duties for a reasonable length of time to function as a Steward as provided in this Agreement.

The Union will designate two (2) Stewards (one on each shift not covered by the Chief Steward) to perform the duties outlined above to a maximum of thirty (30) minutes per shift where the Chief Steward is not available. The Chief Steward shall be scheduled to work the day shift.

Each Steward will seek the permission of his Supervisor to leave his regular duties and such permission shall not be unreasonably withheld.

- (c) The Company acknowledges the right of the Union to appoint one (1) Chief Steward/Steward to assume additional duties related to WSIB and Short Term Disability issues for the entire bargaining unit. The Company acknowledges this position will not perform any operational duties and will be paid in accordance to hours worked and paid for at the appropriate rate. **The Company must pre-approve any overtime.**

The Union and Company agree that operational overtime eligibility will be acceptable **in accordance with this Agreement**. The Union and Company agree that the appointed Chief Steward or Steward must have at least five (5) years' seniority with the Company and has demonstrated competence through experience and training related to this position. The

Company and Union agree that this position will represent the Union's position on the Joint Return to Work Program Committee. The present provisions supplied by the Company shall be maintained for the duration of the new Collective Agreement.

- 8.09 (a) An employee shall have the right to have his/her Steward or Chief Steward present as a representative at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. This clause shall not apply to those discussions that are of an operational nature unless the employee has reasonable cause to believe such discussion may be of a disciplinary nature. The employee may request the Steward to leave the meeting.
- (b) The Company may request the presence of a Steward or Chief Steward at any discussion with an employee which the Company deems necessary.
- 8.10 A Staff Representative of the Union, upon advising the Manager of Human Resources, or designate, with reasonable prior notice, may enter the Plant during normal working hours to view working conditions and generally service the Agreement.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. **In order to facilitate the foregoing, the Chief Steward and Human Resources shall mutually agree to an agenda of grievances to be heard at each step three (3) meeting.** No grievance shall be considered where the circumstances giving rise to the complaint occurred or originated more than seven (7) working days prior to the filing of the grievance, or from the date the employee should have first become aware of its occurrence.
- 9.02 Grievances or complaints arising under this Agreement shall be adjusted or settled as follows:

### **STEP ONE:**

Whenever an employee has a complaint or grievance, such employee together with his Steward shall first discuss his complaint or grievance with his immediate Supervisor. The Supervisor shall give his decision within three (3) working days following the presentation of the complaint or grievance to him. If the Supervisor's decision is not satisfactory to the employee, then the complaint shall be written and presented to the Supervisor and Chief Steward and may be presented as follows:

## **STEP TWO:**

Within five (5) working days or such longer time as mutually agreed after the decision at Step One, the aggrieved employee, together with his Steward, and Chief Steward or alternate shall present his grievance, in writing, at a meeting with his Supervisor and higher member of Management. The Supervisor shall render his decision, in writing, with copies to the Manager of Human Resources and the Steward within three (3) working days. If satisfactory settlement to the employee is not reached, then the grievance may be presented as follows:

## **STEP THREE:**

Within five (5) working days or such longer time as mutually agreed upon after the decision at Step Two, the Union Grievance Committee will meet with the Management of the Company to discuss the grievance. A Representative of the Union will be present. The grievor will be allowed to attend the Step Three meeting provided the meeting is held during the day shift.

After the Step Three meeting, the Company shall reply to the grievance, in writing, with a copy to the Union Steward and the Regional Union Office within three (3) working days (replies to grievances filed under Article 9.03 or 9.04 shall be within ten (10) working days) or such time as mutually agreed upon. At the request of either Party to this Agreement, the grievance may be referred to Arbitration.

- 9.03 A Group Grievance, defined as an alleged violation of this Agreement concerning all or a significant number of employees in the Bargaining Unit, or in regard to which a number of employees have signified an intention to grieve, may be brought forward, in writing, by the Union at Step Three within five (5) working days after the incident giving rise to the grievance occurred.
- 9.04 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement shall constitute a Policy Grievance, and it may be brought forward, in writing, at Step Three within five (5) working days of occurrence of the incident.
- 9.05 If arbitration is to be invoked, the request for arbitration must be made in writing to the other Party within ten (10) working days after the receipt by the grieving Party of the other Party's reply, in accordance with Article 9.03, Step Three, or the grievance shall be deemed to have been abandoned and all rights to arbitration forfeited.

- 9.06 No employee shall suffer loss of regular pay by reason of time spent discussing grievances with representatives of the Company.
- 9.07 During the term of this Agreement, meetings of the Grievance Committee with Management shall be held upon reasonable notice by either the Grievance Committee or Management.
- Grievance meetings shall be held on the Company's premises.
- 9.08 If required, extensions to the time limits referred to in Articles 9, 10, and 11 shall be by written, mutual agreement.
- 9.09 In the event of an in-house GSO meeting which does not involve a Ministry of Labour appointee, the parties mutually agree to share the costs involved.
- 9.10 Any employee who receives discipline shall have such discipline remain actively recorded in the Personnel File for a period not to exceed twelve (12) months in the case of a verbal or written warning and eighteen (18) months in the case of a suspension from the date of such disciplinary action occurring.

#### **ARTICLE 10 - DISMISSAL OR SUSPENSION**

- 10.01 No employee shall be disciplined or discharged without just cause. Employees shall be notified in writing of the grounds for discipline or discharge. In subsequent grievance procedures, including arbitration, the Company shall be limited to such grounds. The Union shall receive a copy.
- 10.02 A claim by an employee that he has been unjustly discharged or suspended from his employment shall be treated as a grievance if a written statement of such grievance is presented to the Manager of Human Resources within five (5) working days (excluding Saturdays, Sundays and paid holidays) after the employee ceases to work for the Company. All preliminary steps of the Grievance Procedure to Step Three will be omitted in such cases. Such special grievances may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties. When an employee has been dismissed without notice, he shall have the right to interview his Steward, or in his absence, the Chief Steward, in the Grievance Room for a time not to exceed thirty (30) minutes.
- 10.03 Notwithstanding Articles 6.01 (b), 10.01, and 10.02, a probationary employee may be discharged by the Company whether or not just cause

exists provided the decision to discharge is not arbitrary, in bad faith, or for discriminatory reasons. The Company shall advise the Chief Steward in writing of the reason(s) for such termination.

## **ARTICLE 11 - ARBITRATION**

- 11.01 Both Parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the Steps of the Grievance Procedure outlined in Article 9 above and which has not been settled, will be referred exclusively to a Board of Arbitration at the request of either of the Parties hereto.
- 11.02 The Board of Arbitration will be composed of one (1) person appointed by the Company and one (1) person appointed by the Union, and a third (3rd) person to act as Chairperson chosen by the other two members of the Board.
- 11.03 Within five (5) working days of the request by either Party for a Board, each Party shall notify the other of its appointee.
- 11.04 Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third (3rd) person within seven (7) calendar days of the notification mentioned in Article 11.03 above, the Office of Arbitration, Ministry of Labour will be asked to nominate a Chairperson.
- 11.05 The decision of a Board of Arbitration, or a majority thereof constituted in the above manner, shall be final and binding on both Parties.
- 11.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 11.07 Each of the Parties to this Agreement will bear the expenses of the Arbitrator appointed by it, and the Parties will jointly bear the expenses, if any, of the Chairperson.
- 11.08 It is understood and agreed that the applicable provisions of Article 11 shall apply to an arbitrator appointed pursuant to the provisions of Section 46 (1) of the Labour Relations Act, Ontario.
- 11.09(a) If the Company and the Union mutually agree to appoint a single arbitrator, or alternative means of dispute resolution mechanism, the foregoing applicable provisions of this Article shall apply to such single arbitrator or the alternate dispute resolution mechanism.

- (b) A list of Arbitrators who shall be mutually agreed to by the parties, will be established according to, and dependant on, their availability.

#### **11.10 Time Limits**

**Neither party shall raise or proceed with a timeliness issue argument regarding “filing for arbitration” without having notified the other party of its final position of any grievance, in writing.**

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

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

### **ARTICLE 12 - WAGES and LETTERS OF UNDERSTANDING**

12.01 Wage rates and classifications are appended hereto as Schedule "A" and shall form part of this Agreement.

12.02 In the event the Company establishes an entirely new job, or substantially changes an existing job, the Company will make its best effort to notify the Union fifteen (15) days before the new job is implemented. The classification and hourly rate of pay of such new job will be negotiated with the Union. Failing agreement, the matter shall be put before an arbitrator who will decide those two (2) issues. The new rate and classification will be adjusted to the commencement of operation.

#### **12.03 Technological Change**

**In the event that the Company introduces technological changes into the work place, Article 12.02 will apply.**

**The parties agree that existing employees will be given the first opportunity to do any new work due to the introduction of these changes into the work place. The parties further agree to meet immediately to consider ways and means of reducing the impact of such changes upon any employee or employees.**

#### **12.04 Change Of Job**

**Notwithstanding Article 12.02 (new job or changing existing job) or Article 16.14 (Assignments), the following will apply: In the event of a**

**job function in a Department needing new skills and ability or upgrading, the senior employee shall have a onetime option of the job training and/or upgrading due to his/her seniority. The above will also apply to a new job created in a Department.**

- 12.05 Employees shall be paid weekly. Pay stubs shall be made available to each employee on or before 1:30 p.m. on Friday. **Upon request, if an employee is missing eight (8) or more hours of pay due to a Cargill error, the error will be fixed within two (2) business days.**
- 12.06 Supplementary agreements, if any, shall form part of this Agreement and are subject to the Grievance and Arbitration Procedure. Further, the Company agrees that the Chief Steward and Stewards so affected shall attend any meetings held between the Company and the Union pertaining to such Supplementary Agreements.
- 12.07 Letters of Understanding as outlined below shall form part of this Agreement.
1. Flexible Work Group Program
  2. Attendance Bonus Incentive
  3. Severance
  4. Contracting Out
  5. Four Day Work Week
  6. Training Premium
  7. Pay Equity
  8. Tradesperson Registration Fees
  9. UFCW Leukemia Fund
  10. Pension Letter of Understanding
  11. Article 19.08
  12. Maintenance Wage Review

### **ARTICLE 13 - SHIFT PREMIUM AND REPORTING ALLOWANCE**

- 13.01 An employee reporting for work shall be given a minimum of four (4) hours work or in lieu thereof, four (4) hours pay at the applicable rate of pay.
- 13.02(a) An employee who, after leaving the Company's premises, is specifically called in at any time outside his normal working hours, shall be paid a minimum of four (4) hours at his applicable overtime rate. Except for the Maintenance Department, this provision does not apply when an employee's next regular shift is scheduled to commence a maximum of two (2) hours prior to their normal start time.
- (b) When a supervisor calls a Maintenance employee on an off shift for plant-related information/assistance, they will be paid one (1) hour at regular straight time rate per call.

13.03 Shift premium shall be paid as follows:

Thirty cents (30¢) premium - afternoon shift

Forty cents (40¢) premium - night shift

Effective June 1, 1998 a shift premium shall be paid as follows:

Thirty-five cents (35¢) premium - afternoon shift

Forty-five cents (45¢) premium - night shift

The afternoon shift premium shall apply to all employees commencing work between the hours of 12:00 Noon and 6:00 p.m.

The night shift premium shall apply to all employees commencing work between the hours of 6:00 p.m. and 4:00 a.m.

#### **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

14.01 The standard work week will be forty (40) hours per week comprised of five (5) eight (8) hour days or four (4) consecutive ten (10) hour days, Monday through Friday. For employees scheduled to work four (4) ten (10) hour days, LOU #5 shall apply.

14.02(a) Employees shall be paid one and one-half times (1½x) their regular rate for all hours worked or paid by the Company in excess of eight (8) hours or ten (10) hours per day, or for all hours worked or paid by the Company in excess of forty (40) hours per week.

(b) Employees shall be paid one and one-half times (1½x) their regular rate of pay for all hours worked or paid by the Company in excess of forty (40) hours per week. Company directed short days will be counted as hours worked for the purposes of calculating the forty (40) hour requirement.

(c) Employees shall be paid two times (2x) their regular rate for all hours worked or paid by the Company on Sunday, unless such work is to start the employee's scheduled work week.

14.03 Double the straight time rate shall be paid for all work performed in excess of twelve (12) consecutive hours.

14.04 The Company does not guarantee to provide work for any specified number of hours on either a daily or weekly basis. The Company will pay for hours worked except where otherwise stated in this Agreement.

14.05 (a) i) During the standard work week (Monday through Friday) when overtime is required within a Department, such overtime shall be



offered on a voluntary basis from among qualified senior employees within the Department on the shift (in the order of seniority).

- ii) During standard work week (Mon-Fri) in the event any foreseen or planned overtime is required, Maintenance Department ONLY, it shall be offered by seniority within the department to qualified employees. If there is overtime required as a result of unforeseen absence in the department, then this shall remain status quo as per Article 14.05 (a) (ii), third paragraph.

In the event the Company is unable to fill its staffing requirements as outlined above, then such overtime shall be offered by seniority to qualified employees on the following basis:

First, to senior qualified employees within the Department who are at work and are available; then to senior qualified employees within the Plant are at work and are available.

**For purposes of this section, an employee is considered at work and available when an employee's shift ends within thirty (30) minutes prior to the overtime starting.**

- iii) Subject to 14.08, the opportunity to work overtime on Saturday or Sunday shall be offered first on a voluntary basis from qualified senior employees in the order of seniority within the Department, then to employees within the Facility.
- iv) If the Company cannot fill its overtime requirements on a voluntary basis as outlined in Article 14.05 (a) (i) and (ii) and (iii), the Company will assign the overtime work and such employee(s) will be required to perform the work on the following basis:
  - (1) Overtime work required under Article 14.05 (a) (i) will be designated to the most junior qualified employee within the Plant who is at work and who is available.
  - (2) Overtime work required in accordance with 14.05 (a) (iii) will be designated to the most junior qualified employees in the Plant.
- v) No employee will be required to work an unreasonable amount of overtime.

Company has the right to establish policies for consistent overtime canvassing procedures (ie: sign-up sheets).

14.06 Employees who are designated to work overtime in accordance with Article 14.05, must, whenever possible, be provided with advance notice and provide the Company with their reply as follows:

(a) **Week Day Overtime**

Notice of such designation prior to 12:00 noon (day shift) or 7:30 p.m. (afternoon shift) each day.

(b) **Weekend Overtime**

Saturday Overtime - Notice of such designation at least twenty-four (24) hours in advance.

Sunday Overtime - Notice of such designation at least forty-eight (48) hours in advance.

14.07 Employees shall not be transferred from one Department or shift to another to the extent that it reduces the regular straight time hours of work of seniority employees in such Department, unless such transfer is required to maintain the Company's staffing requirements.

14.08 Employees will not be required to report for their scheduled shift unless a minimum of nine (9) hours has elapsed since the completion of their last scheduled shift unless the employee chooses to waive the nine (9) hour lapse time.

**14.09 Start Times**

**Senior employees will have the opportunity to choose their preferred start time. Once a preferred start time is chosen, employees may not use their seniority to change their choice, except in the case of a vacancy.**

**14.10 Weekend Maintenance Crew Program**

The Company and the Union agree that a Weekend Maintenance Crew will be established in accordance with the terms and conditions between the parties.

**TERMS AND CONDITIONS**

**Purpose and Intent**

1. The intent and purpose of a weekend maintenance crew is to provide a dedicated crew to perform the required maintenance on equipment during the weekend.

## **Job Posting**

2. Any weekend Maintenance Crew positions (including Electricians and Millwrights) will be posted in accordance with the job posting provisions of the Collective Agreement.
3. Whenever a vacancy occurs on a weekend shift it will be filled from within the work unit in accordance with the following sequence:
  - (a) weekday workers in the same classification;
  - (b) qualified employees in other classifications;

The job posting provisions of the Collective Agreement will apply to (a) and (b) above.

4. Employees who are involuntary transferred from a weekend shift to a weekday shift due to the reduction of weekend requirements, will have twenty-four (24) months recall right to a weekend shift, providing the employee has enough seniority to remain in the position.

## **Hours of Work and Shift Schedule**

5. One (1) - Twelve (12) Hour Shift - Saturday and Sunday.
6. Two (2) one-half ( $\frac{1}{2}$ ) hour and one (1) fifteen (15) minute breaks.

## **Shift Schedule –**

7. There may be times when the weekend crew and/or the Company deem it appropriate to alter shift times. In these cases, the Company shall retain the right to institute any shift time changes and shall act reasonably if the weekend crew requests a shift time change. **The shift schedule shall be 6 a.m. to 6 p.m., unless the Company determines a need to change the start times due to operational requirements. In such case, the Company shall provide as much advance notice as possible.**

## **Rate of Pay**

8. 1.75 x the rate of pay for the position as set forth in the Collective Agreement.
9. Shift premiums shall not apply for those normally scheduled for Saturday and Sunday weekend shifts.
10. No overtime premium rates to apply.

## **Overtime**

11. Weekend Overtime: Weekend overtime shall only be available to those normally scheduled for weekday work. The current system of offering weekend overtime to weekday crews will be offered as per the Collective Agreement. The overtime offered to the weekday crew will not be limited by this Letter of Understanding.
12. Weekday Overtime: Offered on a department seniority basis per Article 14.05(a)(i) of the Collective Agreement. For clarification, weekday overtime for weekend crew up to 12 hours will be paid at 1.5 times normal classification rate of pay and 12 hours and over will be paid at 2.0 times normal classification rate of pay. Shift premiums shall apply.

## **Weekend Shift Equivalency**

13. A weekend worked (24 hours) will be deemed equivalent to a five (5) day work week for purposes of EI, WI and a probationary period.

## **Vacation and Vacation Pay**

14. One (1) weekend (24 hours) to equal one (1) week's vacation.
15. The weekday vacation schedule will be separate from the weekend crew schedule. Vacation requests will be granted in accordance with company production requirements and policy. Company intends to maintain current practice of allowing two (2) weekend crew members to take vacation at any one time. However, the Company requires a minimum of one (1) electrician per weekend crew shift and reserves the right to alter these vacation rules as and when necessary or if the weekend crew size changes from the current eight (8) members.

## **Pension Plan**

16. Hours calculated as hours paid instead of hours worked.

## **Jury Duty**

17. Jury duty that falls on a weekend will be compensated at the weekend crew rate.

## **Bereavement**

18. If the one day or three day leave involves a Saturday and/or a Sunday, a one-day bereavement period will consist of the time equivalent in weekend pay to 10 hours at 1.75 hours regular time pay and a three-day

bereavement period will consist of the time equivalent in weekend pay to 20 hours at 1.75 hours regular time pay.

### **ESA Emergency Leave Days**

19. A weekend crew employee ESA emergency leave day on a weekend will be considered a one (1) emergency leave day under the ESA.
20. A day's absence during the weekend will be counted as one (1) incident for purposes of absenteeism tracking.

### **Statutory Holidays**

21. There will be no time off in lieu of statutory holidays that fall on a weekday. Statutory holiday pay will apply as normal for weekday statutory holidays. For clarification, any statutory holidays under the collective Agreement not worked will be paid based on eight (8) hours at the normal rate per holiday. The Company and the Union shall discuss appropriate arrangements for all statutory holidays and payments for such in advance of such holidays, such as Christmas and Canada Day holidays that may fall on a weekend day.

### **Disciplinary Suspensions**

22. A one (1) day suspension due to discipline will consist of time equivalent in weekend pay to eight (8) hours regular time pay and so on for each additional day of suspension. A three (3) day suspension shall be served as one (1) weekend day and equivalent hours pay. A five (5) day suspension shall be served as two (2) weekend days and equivalent hours pay.

### **Shift Changes**

23. The Company shall act reasonably in considering any request for a shift change and reserves the right to determine and/or limit shift changes. Shift change arrangements must not result in an employee working more than twelve (12) consecutive hours or having less than eight (8) hours between shifts. Since this is a voluntary change, under no circumstances would either employee be eligible for premium pay for the regularly scheduled hours.

### **Seniority**

24. Seniority rights shall be retained on the weekend shift as well as for the purpose of weekday overtime offerings to the weekend crew.

### **Transition (5 Day to Weekend Crew)**

25. For the purpose of employees transferring into, or out of, the weekend crew shift, the following rules shall apply:
- (a) last week of 5 days, employee works **M T W T F S S** (work days in bold letters);
  - (b) first immediately following week of weekends, individual works **M T W T F S S** (work days in bold letters);
  - (c) last week of weekends, employee works **M T W T F S S** (work days in bold letters); and
  - (d) first immediately following week of 5 days, employee works **M T W T F S S** (work days in bold letters).

Since the pay week runs Monday to Sunday this method will ensure that pay periods remain uninterrupted during transition from one shift to the other.

### **Trial Period**

26. An employee transferring into weekend the crew under a job posting pursuant to Article 17 of the Collective Agreement shall be given an opportunity of fulfilling the duties of the new position during a trial period of up to five (5) weeks.

## **ARTICLE 15 - REST PERIODS & CLEAN-UP**

- 15.01 The Company agrees to grant rest periods of fifteen (15) minutes during each half ( $\frac{1}{2}$ ) shift, providing the first half ( $\frac{1}{2}$ ) shift is in excess of two (2) hours duration and the second half ( $\frac{1}{2}$ ) shift exceeds two (2) hours of work subsequent to the lunch break.

The rest period shall be scheduled between **one and one half (1 $\frac{1}{2}$ ) hours after the start of the shift and one and one half (1 $\frac{1}{2}$ ) hours** prior to the lunch break. The second rest period shall be scheduled between one (1) hour after the lunch period and one (1) hour prior to the completion of the scheduled eight (8) hour shift. In lieu of the above, the two (2) fifteen (15) minute breaks can be combined into one (1) half-hour ( $\frac{1}{2}$ ) break.

A rest period of fifteen (15) minutes shall be granted prior to commencing overtime, providing the overtime shall be of one and one-half (1 $\frac{1}{2}$ ) hours duration. The fifteen (15) minutes is not to include clean-up and shall commence when an employee leaves his position on the floor.

The intent of this language is to ensure employees receive a full fifteen (15) minute rest period. No employee will be allowed to waive their rest period except as mutually agreed by the parties in extenuating circumstances.

Maintenance employees requested by a supervisor to work through their lunch due to downtime or Mechanical breakdown will be paid for the one half (½) hour at the appropriate rate.

- 15.02 Employees shall not be required to work more than five (5) hours without a thirty (30) minute lunch period.
- 15.03 Employees shall not be required to clean their aprons, sleeves, knives and gloves during their rest and lunch periods.
- 15.04(a) All employees who are performing the function of Live Receiving, Live Hang, Kill Backup or Kill Line shall be allowed a ten (10) minute paid clean-up period immediately following the completion of their work.
- (b) Evisceration employees who rotate, shall be allowed a five (5) minute paid clean-up period immediately following the completion of their work.

#### **ARTICLE 16 - SENIORITY**

- 16.01(a) A new or rehired employee will be considered to be on probation and will be termed a probationary employee until he has worked sixty (60) scheduled working days, or four (4) months of continuous employment, whichever occurs first.
- (b) A probationary employee will not be considered a seniority employee and during his probationary period, shall have no rights under this Agreement except as outlined in the following Articles contained in this Agreement; Articles 9, 10, 11, 12, 13, 14, 15, 18, 19.03, 21.01, **23.01 at one (1) day for immediate family**, 24.05, 25, 26.04, 27.
- (c) Upon completion of the probationary period, employee(s) retained by the Company shall be considered seniority employee(s), and their name shall be placed on the seniority list, and such employee shall be credited with seniority to his last date of hire with the Company in the Bargaining Unit.
- (d) Bargaining unit employees within the skilled trades classification (Groups 5, 6, 7, & 8) shall exercise departmental seniority for all purposes except vacation. Employees in these classifications at date of ratification shall have their departmental seniority date grandfathered from their seniority date.

A seniority list shall be posted for the skilled trades classification. The employees shall notify the management within ninety (90) days of any error that may have occurred.

16.02 Seniority as referred to in this Agreement shall mean length of continuous employment with the Company in the Bargaining Unit.

16.03 Service as referred to in this Agreement shall mean length of continuous employment with the Company since the last date of hire.

16.04 Every three (3) months (January, April, July and October) the Company shall post and provide the Chief Steward with four (4) copies of the updated seniority list for each Department, and the Bargaining Unit. The Company will mail a copy to the Union's Regional Office.

16.05 For the purpose of this Collective Agreement, the departments are as follows:

Kill Department  
Evisceration Department  
Boning Department  
Maintenance Department  
Distribution Department  
Sanitation Department  
Quality Assurance/Receiving Department  
Further Processing Department  
Refrigeration Department

NOTE: Gib Packaging position to reside in Evisceration Department

16.06(a) **Short Workday**

In the event of a short work day within a Department, the Company will distribute the work available within the Department amongst the departmental Bargaining Unit employees on that shift based upon seniority, who are capable of performing the work in a manner satisfactory to the Company, in the sequence as outlined below;

1. The Company will post a seniority list by Department each day.
2. If an employee chooses to elect such short workday layoff, he or she will so indicate by crossing off his or her name on the list and **initialling** the document. An employee who does not so indicate will have no option to elect layoff.



3. Employees will have until the end of their first break on the day to indicate, on their own time, availability for work in the event of a short work day in their department.
4. If the day becomes a short work day, the Company will assess its manpower requirements on a departmental basis on that shift. If no employees are required beyond a certain point in the work day, all employees in the department on that shift will be sent home early. If, on the other hand, the Company requires some employees in the department to work that full work day, it will go down the completed seniority list requiring those employees who have not crossed off their name to work provided the selected employees can perform the normal requirements of the work required in a manner satisfactory to the Company. Those employees in the Department who elect a short work day layoff will be laid off.
5. The employees electing short work day layoff and exercising such option by going home early, forfeit the right to any overtime claim which may arise with respect to that shift.
6. It is agreed that senior employees' right to elect a short work day will take precedence over junior employees (i.e. grievances will not be pursued on behalf of junior employees claiming a "right" to go home first).
7. The Parties agree that in the event of a short workday, Bargaining Unit employee(s) may bump a flex worker on their shift provided they have the skill and ability satisfactory to the Company to do the job.

(b) **Exactly One (1) Day Layoff**

In the event it becomes necessary to layoff an employee for one (1) full shift, the most junior Bargaining Unit employee on that shift will be laid off in a sequence as outlined below:

The Company will proceed by way of Supervisor inquiry or seniority list check-off.

## **Supervisory Inquiry**

If the Company proceeds by way of Supervisor inquiry, employees in the department on the shift will be approached, in order of seniority, to choose whether they elect to accept the exactly one (1) day layoff in the department.

employees will be entitled to a "single offer" election (i.e. employees must make their election when approached by the supervisor without opportunity for consultation).

## **Seniority List Check-Off**

If the Company proceeds by way of seniority list check-off, the Company will post a seniority list by department asking each employee whether he or she will work in the event of an exactly one (1) day layoff in their department. If an employee chooses to elect such layoff, he or she will so indicate by crossing off his or her name on the list and initialing the document. Generally, employees will have until the end of their first break on the work day immediately preceding the exactly one (1) day layoff to indicate their availability for work. In the event, however, that the exactly one (1) day layoff is announced on the day immediately preceding the layoff, the Company will proceed by way of Supervisor inquiry.

If a department will be experiencing an exactly one (1) day layoff, the Company will assess its manpower requirements on a departmental basis on that shift and proceed in the following fashion:

## **Required Crewing**

If the number of employees electing to accept the layoff matches the number of employees required to be laid off, those employees who have elected to accept the layoff will be laid off, provided the remaining employees can perform the normal requirements of the work required in a manner satisfactory to the Company. If one (1) or more of the remaining employees cannot perform the normal requirements of the work required in a manner satisfactory to the Company, it will be treated as a shortage of crewing and addressed as set out in paragraph below.

## **Shortage of Crewing**

If the number of employees electing to accept layoff on the exactly one (1) day layoff exceeds the number of employees required to complete the available work, the Company will require a sufficient number of employees in the department on that shift, in reverse order of seniority and subject to ability to perform the normal requirements of the work required in a manner satisfactory to the Company, to perform the available work.

## **Excess Crewing**

If the number of employees electing to accept layoff is inadequate to meet the required number to be laid off in the department on that shift for the exactly one (1) day layoff, those employees faced with mandatory layoff will have the option, based on seniority and subject to ability to perform the normal requirements of the work required in a manner satisfactory to the Company, to "bump" the junior employee in the division on that shift.

## **Whole Department**

If no employees in the department on that shift are required for an exactly one (1) day layoff, then the employees in the department, who are faced with a mandatory layoff, will have the option, based on seniority and subject to ability to perform the normal requirements of the work required in a manner satisfactory to the Company, to "bump" junior employees in the division on that shift.

In the event of an exactly one (1) day layoff, the bargaining unit employee(s) may bump a student or probationary employee on any shift provided they have the skill and ability satisfactory to the Company to do the job. It is understood that this bump will not result in the payment of an overtime premium to the Bargaining Unit employee(s).

### **(c) Layoff (more than one full shift or more than one (1) day)**

In the event it becomes necessary to reduce the **work** force for more than one (1) full shift, the following layoff procedure will be followed, provided the remaining employees can perform the normal requirements of the work required in a manner satisfactory to the Company:

- i) first, non-Bargaining Unit temporary and part time employees, including students, will be laid off; then
- ii) Probationary employees will be laid off; then
- iii) The most junior employee(s) performing the job affected by the work shortage.

In the event a Bargaining Unit employee receives notice of layoff (to be defined as greater than one (1) full shift or greater than one (1) full day, he shall have the option of accepting the layoff or bumping another Bargaining Unit employee whose job he is able to perform in a manner satisfactory to the Company, in the sequence as outlined below:

The most junior employee in the other departments on the same shift whose job he is able to perform;

The most junior employee in the Plant whose job he is able to perform;

- In the event that the layoff is expected to be in excess of five (5) working days the affected employee may bump in the following sequence:
- the most junior employee in the department whose job he is able to perform;
- the most junior employee in the bargaining unit whose job he is able to perform.

In the event that a layoff expected to be five (5) or less days becomes greater than five (5) days, the provisions for a greater than five (5) day layoff will come into effect on the sixth (6<sup>th</sup>) day.

(d) **Skilled Trades**

In the event a bargaining unit employee within the skilled trades classifications (group 7, 8, 9, 10) is laid off, such employee(s) shall have the option of accepting the layoff, or bumping another Bargaining Unit employee provided he/she has the skill, ability and certification to perform the work in the sequence as follows:

- most junior employee within the skilled trades classification.

When bumping in the skilled trades classification is exhausted, then Article 16.06 (c) shall apply, unless the skilled trades person is the most junior, in the classification in the Company in which case he/she will have the option of accepting layoff as per Article 16.06 (c).

16.07 **Recall from Layoff**

Recall from layoff shall be by seniority in the sequence outlined below:

- First, to employees who exercise their bumping rights to avoid layoff to their former job (immediately prior to layoff) as it becomes available; then

To employees on layoff in order of their seniority where jobs become available, subject to Article 17.01, provided they have the ability to perform the normal requirements of the available job; then

- To their former job (immediately prior to layoff) as it becomes available.
- An employee shall forfeit recall rights if not recalled within twenty-four (24) months to his home department or shift.

16.08 Notwithstanding Article 16.06 (c) (iii), in cases where layoffs are due to Christmas or vacation shutdown [neither of which shall exceed ten (10) working days], layoff shall be by Department in the reverse order of seniority and recall shall be by Department in order of seniority. This clause only applies when **the entire facility** is shutdown due to Christmas or Vacation shutdown.

**The entire facility** is considered shutdown when all Departments in **the facility** are scheduled not to work, except for the **facility's** Maintenance, Distribution and Sanitation Departments.

16.09 The seniority of an employee shall be considered broken, all rights forfeited, his employment will be considered terminated, and there shall be no obligation to rehire him when he:

- (a) voluntarily leaves the service of the Company or is dismissed for just cause, and such dismissal is not reversed through the grievance procedure or arbitration; or
- (b) fails to return to work within seven (7) calendar days after being notified to do so by registered mail at his last known address, unless a satisfactory reason exists for not returning; or
- (c) fails to report to work at the expiry of his leave of absence, unless the Company grants an extension, in writing, for valid reasons or unless a satisfactory reason exists for not reporting to work; or
- (d) takes another position temporarily, seeks out or tries new work, or ventures into business for himself while on a leave of absence; or
- (e) is absent from work for three (3) or more consecutive scheduled working days without notifying the Company, during that period and providing a satisfactory reason; or
- (f) is laid off for a period of twenty-four (24) consecutive months.

16.10 In the event an employee covered by this Agreement shall be promoted to a position outside the Bargaining Unit and later transferred to the Bargaining Unit, he shall retain seniority previously acquired and shall have added thereto the time spent while serving outside the Bargaining Unit up to one (1) year.

16.11 The Company will advise the Union as quickly as possible, of any pending layoff consisting of two (2) full shifts or more and will publish the names of employees being retained. The Company will advise the Union as quickly as possible, the names of employees being recalled from layoff.

16.12 Where two (2) Departments are being merged, the employees in the Department eliminated shall be deemed to have seniority in the surviving Department for all purposes of this Agreement.

16.13 Employees training or participating in Company-sponsored courses shall not be bound to the terms of Sub-articles 16.06 and 16.08.

It is understood and agreed that this Sub-article is not applicable to Lead Hand training or if such training is in violation of Sub-article 17.01.

16.14 The Company shall, when assigning employees, assign the junior employee on the shift, from within a Department provided they have the skill and ability satisfactory to the Company to do the work they are being assigned to in the other Department and provided the remaining employees in the Department have the skill and ability to do the work satisfactory to the Company. Exceptions to this would be for employees being assigned for training and instructional purposes.

The Company agrees that an employee(s) temporarily assigned to another department will only be eligible for overtime in that department on the same basis as any other Bargaining Unit employee(s) outside that department.

In the event of a short shift occurring in the department to which an employee(s) is assigned or in the department from which the employee(s) is assigned from, within his/her division, such employee(s) shall be returned to his own department prior to that short shift occurring.

In the event of a layoff of one shift or more in a department and where a employee(s) is temporarily assigned into the department, such employee(s) shall be returned to his own department prior to the layoff occurring.

16.15 In the event an employee is required to change his shift, this will be considered a voluntary transfer offered by seniority. The transferred employee shall assume seniority rights in the department he has been transferred to. This will not supersede the posting procedures and the transfer shall not exceed ninety (90) calendar days. If all senior employees decline the voluntary transfer, the junior qualified employee will be required to fulfil that position.

## ARTICLE 17 - JOB POSTINGS

17.01(a) When the Company decides to fill a permanent vacancy within **the bargaining unit**, such vacancy shall be posted for two (2) working days. Subject to 17.01 (b), employees interested in filling the vacancy shall sign the posting within two (2) working days. The vacancy will be awarded and filled within twenty (20) working days of the posting unless the Company decides not to fill the vacancy or an extension is agreed upon between the Parties. A shuffle (a move within a department first by seniority) shall occur, before the position is posted. **A shuffle will be considered the first step in the posting process and shall be subject to the six (6) month prohibition as stipulated in 17.01 (d) below.**

(b) Employees absent from work will be considered for the job posting, provided they advise the Company, in writing, prior to commencing their vacation, of their desire to transfer to the vacancy.

(c) Where skill and ability for the permanent vacancy are relatively equal, respective seniority will prevail on the following basis:

It is understood and agreed that skills and ability obtained through a temporary assignment of less than thirty (30) working days will not be a factor in considering the successful applicant.

Permanent vacancies will be filled from within the Department; however, in the event that the vacancy cannot be filled from within the Department, then the vacancy will be filled from within the **Plant. An employee holding a temporary posting shall be considered part of the department from which they came, prior to being awarded the temporary posting, for the purpose of this article only.**

(d) Employees having completed twelve (12) consecutive months of employment shall be eligible to make application for the job posting. An employee who was successful in being awarded a job posting will not be allowed to apply for subsequent job postings for six (6) consecutive months from the date of his/her last awarded job posting.

(e) Employees awarded a vacancy in accordance with Article 17 during the last twelve (12) months whose job became redundant or upon being awarded a job, failed to qualify, shall be entitled to apply for a vacancy as per Article 17.01 above.

(f) An employee transferred under this Article will be given an opportunity of fulfilling the duties of the new position during a trial period of up to ten (10) full working days.

If the employee fails to meet the requirements of the job during the trial period, he will be returned to his former position.

If the employee wishes to relinquish the new position within the trial period, he may do so and return to his former position.

- (g) Such postings as referred to in this Article will be limited to two (2) moves to fill one (1) position.
- (h) The term "permanent vacancy" as used in this Article, shall mean a permanent vacancy that occurs from retirement, resignation, transfer or discharge and which the Company decides to fill, or where the requirement for employees exceeds the number of employees in a Department.
- (i) Permanent vacancies which are rotational, or are of similar job content or are part of a line process, shall be posted as such and not as an individual position.

17.02 When it is necessary to temporarily assign an employee to another job for a period of thirty (30) days or more, then the temporary assigned job shall be posted unless it is for the purpose of replacing an absent Bargaining Unit employee. Such position shall be posted as a temporary job posting. This posting will not apply to positions arising due to vacations. This Clause will be subject to Article 17.01, except for the provisions 17.01 (f), (g) and (h). Such postings as referred to in this Article will be limited to one (1) move to fill one (1) position. It is agreed that assignments will not exceed 30 days.

## **ARTICLE 18 - PAID HOLIDAYS**

18.01(a) Employees will be credited with pay known as holiday pay for the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday

Two (2) Personal Floater Day (mutually agreed between the parties).

- (b) Paid holidays listed in Article 18.01 above shall be observed on the day of occurrence. Except as provided below:

Additional Floater Day: company agrees to grant one (1) additional personal floater day for each full time employee, effective January 1, 2006



that has five (5) years or more seniority (total of three (3) floater days) to be taken at a mutually agreed time between the employee and Company and the December 24<sup>th</sup> scheduled floater day shall be deleted from Section 18.01(a), which shall be taken at a mutually agreed time between the employee and The Company and the Company shall facilitate all full time employees taking this day prior to January 1, 2006. In addition, the 2005 Christmas holiday week shall be scheduled to recognize the statutory holidays such that December 24<sup>th</sup> (Saturday), December 25<sup>th</sup> (Sunday), December 26<sup>th</sup> (Monday) and December 27<sup>th</sup> (Tuesday) will be considered days off for full time employees. New Years Day, 2006 shall be observed on January 2, 2006 (Monday).

- 18.02 Holiday pay is defined as the amount of straight time pay which the employee would have received if he had worked a standard number of daily hours.
- 18.03 An employee who qualifies under Articles 18.01 and 18.04 and is required to work on any of the above named Paid Holidays will receive pay for all hours worked on such days at the rate of two times (2x) the employee's regular rate of pay in addition to his regular rate of pay to which he is entitled by Article 18.01. The Paid Holiday for those other than day shift employees will be observed as that shift which they normally would have had off when the plant is closed to observe the Paid Holiday.
- 18.04 In order to be entitled to payment for a Paid Holiday, an employee must have worked a minimum of four (4) hours of the scheduled shift immediately preceding and a minimum of four (4) hours of the scheduled shift immediately following the holiday. An employee who is otherwise eligible but fails to work either his shift before or shift following the holiday, due to sickness or accident, must provide a medical certificate which indicates the date of absence, in order to receive payment for the Paid Holiday.
- 18.05 An employee who would otherwise qualify for Paid Holiday pay as provided in Article 18.04, but who is absent and drawing sick benefit insurance or Workers Compensation when a Paid Holiday occurs, will be paid the difference between the sick benefit or Workers Compensation, as the case may be, and eight (8) hours pay at his regular straight time rate. This provision will only apply when the employee is drawing weekly sick benefits (including the three (3) day waiting period that results in the employee qualifying for sick benefits), or if on Workers Compensation, for a period not to exceed the maximum stipulated by the sick benefit insurance plan; but will be paid only after the employee's return to work.
- 18.06 An employee on layoff will be paid for the Paid Holiday, provided he has worked at least ten (10) days in the four (4) weeks immediately preceding the holiday.

18.07 If one or more of the Paid Holidays mentioned in this Article occurs while an employee is away on a personal leave of absence in excess of fourteen (14) calendar days, the employee shall receive no pay for such holiday or holidays.

## **ARTICLE 19 - VACATION**

19.01 This Agreement acknowledges that the Company has the right to schedule vacation so as to efficiently maintain plant operations. Every reasonable effort will be made to grant vacations at times requested by employees. It may be a two (2) week period or periods of one (1) week or total vacation, subject to the production requirements of the Company.

- (a) During February, the vacation entitlement will be posted in each Department indicating the number of days each employee is eligible for and also the maximum number of employees eligible to be off at any one time.
- (b) Employees should signify their vacation time preference in writing to their Supervisor prior to March 1<sup>st</sup> in each year and these vacation requests shall be scheduled on the basis of Departmental seniority.
- (c) Employees may signify their vacation time preference in writing on a first come, first serve basis to their Supervisor from March 1<sup>st</sup> to April 30th inclusive.
- (d) Employees not having signified all or part of their vacation time preference prior to May 1<sup>st</sup> in each year, will be allotted available vacation time by their Supervisor. Any outstanding assigned vacation can be cancelled and taken to cover layoff days.
- (e) A copy of the vacation schedule will remain posted throughout the vacation year.
- (f) Vacation time shall not be accumulated from year to year and must be taken between April 1st of the vacation year and March 31st of the following year.

19.02 Vacations will be based on service as of April 1st, in the year in which the vacation is to be taken. Employees will be given their vacation pay at the time of taking their vacation. The vacation pay will only be for the amount of vacation taken at that specific time. Each employee will become eligible for a vacation pay on the following basis except for vacation of less than five (5) consecutive days in which case they will be paid in the week following:

- (a) Employees who on April 1st have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their gross earnings with the Company for the period of their employment during the preceding twelve (12) months and shall be given one-half (½) day of vacation for each full month of service to a maximum of five (5) days.
- (b) Employees who on April 1st have completed one (1) year or more of continuous service [or whose seniority is equivalent to more than one (1) year] are entitled to two (2) week's vacation and shall be paid four percent (4%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.
- (c) Employees who on April 1st of the vacation year have completed five (5) years of continuous service will receive three (3) week's vacation and shall be paid six percent (6%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.
- (d) Employees who on April 1st of the vacation year have completed ten (10) years of continuous service will receive four (4) week's vacation and shall be paid eight percent (8%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.
- (e) Employees who on April 1st of the vacation year have completed twenty (20) years of continuous service will receive five (5) week's vacation and shall be paid ten percent (10%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.
- (f) Employees who on April 1st of the vacation year have completed twenty-five (25) years of continuous service will receive six (6) week's vacation and shall be paid twelve percent (12%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.

19.03 Any employee whose employment with the Company is terminated shall receive vacation pay as set forth in Article 19.02.

19.04 If a Paid Holiday falls within the employee's vacation period, the Company will allow the employee concerned a compensatory day's holiday with pay at a mutually convenient time (unless otherwise mutually agreed in writing.)

19.05 It is the responsibility of the employees to request their vacation pay, in writing, to their Supervisor at least fourteen (14) calendar days prior to the last working day prior to the start of their vacation. Upon proper notice, the Company shall provide each employee with his vacation pay on the pay day immediately preceding his vacation.

- 19.06 An employee who has worked less than 6 months in the preceding vacation year due solely to injury or illness, the employee may elect to take their entire vacation entitlement, or a reduced vacation entitlement commensurate with the employee's earnings in the previous vacation year.
- 19.07 Employees going on vacation shall have the option of taking their vacation in minimum allotments of one (1) day increments if so desired.
- 19.08 Upon an employee achieving thirty (30) years of service, an employee will receive one (1) week of vacation pay on the payroll coinciding with such anniversary date. This is paid time only, and is not time off and is only payable in the thirtieth (30<sup>th</sup>) year.**

## **ARTICLE 20 - BULLETIN BOARDS**

- 20.01 The Company shall provide reasonable space on bulletin boards for the posting of official Union notices. The Area Manager(s) or his designate will sign all Union Notice for the Chief Steward or Stewards, after a one (1) day time frame of the notices being presented to him.

## **ARTICLE 21 - CLOTHING AND TOOL ALLOWANCE**

- 21.01 The Company agrees to supply and launder the following as outlined below:

Smocks  
Coveralls for designated employees

The Company further agrees to supply and replace the following articles where such articles are deemed necessary to perform the job, provided the worn out article is turned in:

Aprons  
Gloves  
Head Gear  
Freezer Clothing  
Sleevelets  
Wet Suits  
Coats for designated areas  
Insulated coveralls where required

Such shall remain the property of the Company and shall not be removed from the Company's premises and must be returned for a new issue or upon separation of the employee.

The above articles not returned when worn out or upon separation will be paid for by the employee.

- 21.02(a) Effective July 1, 2001: The Company agrees to pay each employee, except employees in the classification of Refrigeration, Sanitation, Distribution, Material Handlers, Fourth Class Stationary Engineer, Industrial Mechanic and Grade III Engineer, Licensed Millwright, and Licensed Electrician one hundred and thirty dollars (\$130.00) annually towards the purchase of safety footwear where such footwear is to be used at work.
- (b) Employees in the classification of Sanitation, Distribution, Material Handlers, Fourth Class Stationary Engineer, Industrial Mechanic and Grade III Engineer, Licensed Millwright, Licensed Electrician and Kill Department will be paid one hundred and sixty dollars (\$160.00) annually towards the purchase of safety footwear where such footwear is to be used at work. This Article shall only apply to employees who have passed the probationary period.
- 21.03 The Company agrees to pay each employee in Group Classifications 5, 6, 7, and 8 up to five hundred dollars (\$500.00) per year effective June 1, 2000, as a tool allowance. This allowance will be paid on a separate cheque.

## **ARTICLE 22 - WELFARE**

- 22.01(a) The Company agrees to continue to pay premiums for the present Life Insurance and Accidental Death and Dismemberment Policy to provide insurance of sixty thousand dollars (\$60,000.00) life insurance.
- (b) The Company agrees to pay premiums for a Life Insurance Policy for the employee's dependents as follows:
- The employee's spouse - \$15,000.00  
Each child of the employee - \$10,000.00
- 22.02(a) The Company agrees to provide a Weekly Indemnity at no cost to employees on the following basis:
- Sixty-six and two-thirds percent of the weekly earnings to a maximum equivalent to the U.I.C. ceiling as at commencement of disability:
- Payments commence first (1st) day in the event of accident;
- Payments commence fourth (4th) day in the event of sickness;
- Payments commence first (1st) day in the event of hospitalization due to sickness;

Effective June 1, 1998 payments commence first (1st) day in the event of day surgery/outpatient surgery.

Payments continue for a period of up to twenty-six (26) weeks.

- (b) The Company will allow an employee awaiting a decision of entitlement or payment from the Workers' Safety Insurance Board (WSIB.) to sign a waiver with the Company to initiate a weekly indemnity claim. The Carrier will subsidize the employee said funds until compensation is received from WSIB. at which time the employee will repay the Carrier for any weekly indemnity benefits received.

In the event both the WSIB and the Weekly Indemnity Insurance Carrier deny an employee's claim for benefit, the Company will be entitled via the waiver, to recover monies paid to the employee in advance, prior to such denial from the employee's wages or vacation pay, provided such recovery, in all cases, is completed over a reasonable period.

**(c) Weekly Indemnity**

**The Company agrees to advance employees who have not received their Weekly Indemnity benefits within three (3) weeks of delivering the completed forms to the Health Centre an amount equal to the estimated benefit. The employee will assign the Weekly Indemnity cheque from the Insurer to the Company.**

22.03 The Company agrees to pay one hundred percent (100%) of the premium cost of a Plan to provide prescription drugs to employees and their dependents at no cost.

22.04 The Company agrees to pay one hundred percent (100%) of the premium cost of a Dental Plan for eligible employees. The O.D.A. fee schedule shall be one (1) year behind the current calendar year. The Company agrees to provide white fillings for all teeth.

(Effective December 1, 1994, the following will be added to the existing Plan):

- Periodontics
- Endodontics
- New dentures and replacement dentures only if these dentures have been in place for a minimum of three (3) years, plus rebasing, relining, and repair of dentures

This addition to the existing Plan is subject to the following terms:

- (i) 100% coverage June 1, 2000

- (ii) a deductible of twenty-five dollars (\$25.00) single, and fifty dollars (\$50.00) family
- (iii) a cap of one thousand five hundred dollars (\$1,500.00) per year, per person

Coverage for orthodontics, effective date of June 1, 2002. All crowns to be covered June 1, 2004

Orthodontics - Lifetime max \$1500.00 up to age 19

Crowns - \$1500.00 per year, per person

22.05 The Company agrees to provide Eye Care in the amount of one hundred and fifty dollars (\$150.00) every twelve (12) months for all eligible employees and their dependents. Effective June 1, 2000 the amount increases to two hundred dollars (\$200.00) every twelve (12) months.

The Company agrees to pay for eye examinations to a maximum of seventy five dollars (\$75.00) every twelve (12) months, when original receipt is submitted to the Company.

Effective June 1<sup>st</sup>, 2000 the Company agrees to provide a one-time reimbursement for laser surgery by the benefit carrier, to a maximum of two hundred dollars (\$200.00) in lieu of Vision Care allowance.

22.06 The Company agrees to pay premiums for its share of all benefit programs for three (3) months when an employee is absent due to illness, vacation or accident. Effective June 1, 1998 the Company agrees to pay premiums for its share of all benefit programs for six (6) months when an employee is absent due to illness, vacation or accident.

22.07 The benefits provided by Article 22 apply only to employees who have completed the probationary period.

22.08 DRUG CARD The Company through their benefit carrier effective ninety (90) days following the date of ratification, will issue to each member an I.D. Drug Card (for payment of prescription drugs only). The dispensary fee shall be capped at eight dollars (\$8.00) per prescription.

22.09 The Company shall pay one hundred percent (100 %) of all medical documentation required by the Company relative to function ability evaluations, independent medical examinations, and specific detailed medical reports.

22.10 Effective September 1, 2013, employees will pay weekly contributions for all health and welfare benefits which will include a Long Term Disability Plan (LTD). An employee will select either self coverage or family coverage for health and dental benefits. An employee's weekly contribution for single coverage will be six dollars (\$6.00) per week, family coverage will be eight dollars (\$8.00) per week. The Long Term Disability Plan will be paid at sixty percent (60%) of weekly earnings, to a maximum of two thousand dollars (\$2000.00) per month, up to five (5) years, or age sixty five (65), whichever occurs first.

#### ARTICLE 23 - BEREAVEMENT LEAVE

23.01(a) In the event of a death in the immediate family of an employee, the Company agrees to grant time off without loss of pay for up to four (4) days. In the event an employee qualifies for up to four (4) days bereavement leave with pay, said four (4) days shall be four (4) consecutive working days, **one of which must be the day of the funeral.**

For the purpose of this Clause, an immediate relative shall be one of the following:

Mother, Father, Step-parents, Spouse (including common-law), Son, Daughter.

(b) In the event of a death in the family (other than immediate) of an employee the Company agrees to grant time off without loss of pay for up to three (3) days. In the event an employee qualifies for up to three (3) days bereavement leave with pay, said three (3) days shall be three (3) consecutive working days, **one of which must be the day of the funeral.**

For the purpose of the above noted clause, a relative (other than immediate) shall be one of the following:

Brother, Sister, **Step-siblings**, Mother-in-law, Father-in-law, Grandparents, Grandparents-in-law, and Grandchildren, Brother-in-law, Sister-in-law, Son-in-law and Daughter-in-law.

"Employee" shall mean an employee of the Company who has completed his probationary period.

An employee shall be paid eight (8) hours pay at his regular rate while on bereavement leave.

An employee will not be eligible to receive payment under this Agreement for any period for which he is receiving other benefits in the form of



vacation pay, specified holiday pay, sick benefits, or Workers Compensation.

## **ARTICLE 24 - LEAVE OF ABSENCE**

24.01 When an employee's personal affairs make it desirable for him or her to be relieved of Company duties, leave of absence without pay may be granted for good and sufficient reasons. Each request will be handled on an individual basis depending upon the circumstances for the request and the production requirements of the Company. However, application in writing with duplicate copy of same must be submitted to the Company. Leave of Absence shall not be granted for the purpose of allowing an employee to take another position temporarily, or to try out new work, or to venture into business for himself.

A copy of the application for the leave of absence will be given to the Union by the Company with notice whether leave of absence has or has not been granted and reasons for same outlined. Failure of the employee concerned to comply with the above requirements shall constitute loss of seniority, pursuant to Article 16.01.

When an employee returns to work, he will either be placed on his previous job or, if redundant, alternate work of a comparable nature.

Vacation should be used prior to granting leave of absence. Vacations should take precedence over granting of Leave of Absence where a conflict occurs and the Company cannot grant all requests for vacation and/or Leaves of Absence and still reasonably operate the business.

24.02 Union business will be considered a good cause for leave of absence and such leave of absence shall be granted by the Company as long as it does not interfere unduly with the operations of the plant and after the Company has been given adequate advance notice.

24.03 It is understood that not more than two (2) employees will be absent at any one time.

24.04 An employee who is elected or appointed to a full-time position with the Union shall, upon one (1) week's notice in writing, be granted a leave of absence, without pay, for a period not to exceed the term of this Agreement and upon one (1) week's notice, in writing, of his desire to return to work with the Company, shall be placed in the position previously held or one at an equal rate of pay. This privilege shall be limited to two (2) employees.

- 24.05 The Company will grant pregnancy and/or parental leave, without pay, in accordance with the Employment Standards Act of Ontario. In part, the Act provides as follows:
- (a) A pregnant employee is normally entitled to seventeen (17) weeks leave of absence provided she commenced her employment with the Company at least thirteen (13) weeks prior to the expected birth date.
  - (b) The pregnancy leave may begin no earlier than seventeen (17) weeks prior to the expected birth date.
  - (c) The pregnancy leave shall end no later than seventeen (17) weeks following the date of birth.
  - (d) At least two (2) weeks prior to the commencement of such leave; the employee must submit a request for her leave and a doctor's certificate stating the expected date of birth. If the employee is required to stop work due to complications, she may request her leave at a later date in accordance with the Employment Standards Act, Ontario.
  - (e) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
  - (f) The parental leave ends a maximum of eighteen (18) weeks after it begins.

24.06 **Jury Duty and Crown Witness**

An employee called for Jury Duty or as a Crown Witness shall be reimbursed by the Company for the difference between Jury Duty or Crown Witness fees and the straight time wage the employee would otherwise have received [not to exceed eight (8) hours per day or forty (40) hours per week]. Payment under this Article will only be for the actual day(s) the employee is required to appear or serve as a Juror or as a Crown Witness. It is the responsibility of the employee to provide the Company with a copy of the Notice of Jury Selection or a copy of the subpoena to appear as a Crown Witness and any further information relating to his Jury Duty or appearance as a Crown Witness.

24.07 **Military Duty**

Parties agree that the Company will undertake to draft policy concerning military leave with thirty (30) days of new Collective Agreement going into effect that will adhere to the spirit of providing reasonable leave of absence terms for active military duty.

## **ARTICLE 25 - TEMPORARY TRANSFERS**

25.01 An employee who is transferred to a different job within the Bargaining Unit shall be paid while so employed as follows:

- (a) if the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate, he shall receive his regular rate of pay;
- (b) if the transfer is for the convenience of the employee, or to enable him to avoid layoff, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive the lesser rate;
- (c) if the transfer is to a higher rate of classification, the employee will receive the higher rate of pay.

25.02 In the event an employee is required to change his shift, this will be considered a voluntary transfer offered by seniority. The transferred employee shall assume seniority rights in the department he has been transferred to. This will not supersede the posting procedures and the transfer shall not exceed ninety (90) calendar days. If all senior employees decline the voluntary transfer, the junior qualified employee will be required to fulfill that position.

## **ARTICLE 26 - SAFETY AND HEALTH**

26.01 The Joint Health and Safety Committee shall perform its duties and responsibilities in accordance with the provisions of the Occupational Health and Safety Act and this Article 26.

26.02 A Safety Committee shall meet at least once per month and immediately after any serious accident. Minutes will be kept of each meeting.

26.03 The Company shall make reasonable provisions for the safety and health of the employees during the hours of their employment. Employees will not be disciplined for refusing to perform work they consider unsafe until the Plant Safety Committee investigates and considers it safe for the employee to do so.

26.04 An employee who is injured at work during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of the shift at his hourly rate of pay, unless a doctor states the employee is fit to return to work and the employee fails to return.

26.05 The Company encourages and welcomes recommendations on safety from the Union.

- 26.06 Employees required for safety reasons to wear safety glasses, and who, for verified medical reasons, require prescription safety glasses, will be provided such glasses by the Company at no expense to the employee(s).
- 26.07 The parties of this Agreement recognize the importance of Health & Safety for all workers within the Company. In the event that the existing workers protection is removed by new amended legislation to the *Occupational Health & Safety Act*, the parties agree and shall abide by the provisions outlined in the present day *Occupational Health & Safety Act* at date of ratification. This shall remain in effect and in full force for the term of this Collective Agreement.
- 26.08 The Company shall further provide a copy of all accidents/incidents report(s) causing illness or injury to the worker appointed under Article 8.08 (c).

## **ARTICLE 27 - RETURN TO WORK PROGRAM**

27.01 The Return To Work Program shall provide employment, subject to the terms of this Article, WSIB Legislation and the Human Rights Code, to injured Bargaining Unit employees as follows:

- (a) The Return To Work Program is applicable to Bargaining Unit employees unable to perform their regular work due to an occupational or non-occupational illness or injury.
- (b) Employees shall be considered for placement in the Return To Work Program based upon the following criteria: Employees ready to return from either an occupational or non-occupational illness or injury which is supported by physical capabilities documented by a recognized Health Care Practitioner.
- (c) The specific job [subject to 27.05 (a)] to be performed by the injured worker as defined in Article 27.01 (b) shall be determined by the Company, based upon medical recommendations.

1. **Essential Duties/No Restrictions**

Return the injured worker to his pre-injury job.

2. **Essential Duties/With Restrictions/With Accommodations**

Return the injured worker to his pre-injury job with modification.

3. **Suitable Alternative Employment/No Restrictions**

Return the injured worker to alternate job within his Department, provided such job is available and is not subject to the posting procedure.

4. **Suitable Employment/With Restrictions/With Accommodation**

Return the injured worker to an alternate job with modification within his department, provided such job is available and is not subject to the posting procedure.

Return the injured worker to an alternate job outside of his department, provided the placement does not exceed twelve (12) weeks and the employee is on a specific transitional work plan, unless agreed in writing between the Parties, additional time shall be granted.

27.02(a) A Joint Return To Work Committee, as outlined in Article 8.06 (a) shall be established.

(b) The purpose of the Joint Return to Work Committee shall be to provide recommendations to the Company and the Union regarding the Return To Work Program.

(c) The Committee shall meet a minimum of four (4) times per calendar year.

(d) The Committee shall maintain minutes of meetings and provide the Company and the Union with a copy of such minutes.

(e) The Committee shall meet during Plant working hours. Time spent shall be considered as time worked and shall be paid for at the appropriate rate.

27.03(a) The Company shall provide the Committee with the name of each Bargaining Unit employee qualified to participate in this Program, including the expected date such employee would commence participation.

(b) Bargaining unit employee(s) shall not be directly or indirectly laid off due to placement of an injured employee into the Return To Work Program.

27.04 Employees participating in the Return To Work Program shall be paid at the lowest rate outlined in Schedule "A" of this Agreement or their pre-injury rate or the applicable rate for the job as outlined in

Schedule "A" of this Agreement, whichever one of the above is greater.

The rate shall not include premium rates, including Lead Hand or Shift Premiums, unless the premium is directly earned during the employee's participation in the Return To Work Program.

27.05(a) Each individual job designated [maximum one (1) worker per position] must be mutually agreed upon between the Company and the Union prior to such job being included in this Article.

- (b) Jobs designated in accordance with 27.05 (a) above, shall be excluded from the job posting procedures outlined in Article 17.01 of the Collective Agreement.
- (c) A classification/position currently excluded from the Bargaining Unit that is designated as a return to work job(s) shall become Bargaining Unit work.

## **ARTICLE 28 - PENSION**

**28.01 The Employer agrees to sign a “Participation Agreement” and supply any other documents, forms, reports, or information required by the Trustees of the Pension Plan. The Employer shall forward all contributions together with a list of all full time and part time employees and the number of hours paid and worked for each employee in each reporting period within fifteen (15) days following the end of each of the Employer’s four (4) or five (5) week accounting period.**

Effective June 2<sup>nd</sup>, 2008, the Company shall contribute **one dollar and twenty cents (\$1.20)** per hour for all hours worked **or paid** to a maximum of forty (40) hours per week for all bargaining unit employees.

**To this end, Article 28.01, Canadian Commercial Workers Industry Pension Plan of the Collective Agreement is hereby amended, effective September 1, 2010, with the addition of the following paragraphs:**

**The Employer agrees to pay a special aggregate contribution to the CCWIPP Trust. The amount of this special aggregate contribution shall be determined by multiplying the total number of hours worked by employees who are not participants of the CCWIPP by the contribution rate of one dollar and twenty cents (\$1.20) per hour. It is further agreed, no benefits will accrue as a result of these payments. Effective date of ratification (June 16, 2013) increase one dollar and twenty cents (\$1.20) per hour to one dollar and twenty-five (\$1.25) per hour.**

**For clarity, the parties clearly understand that the Employer contributes a total of one dollar and twenty five cents (\$1.25) per hour worked or paid, to a maximum of forty (40) hours per week per employee to the CCWIPP.**

- 28.02 The Company's liability, present and future, with regard to the aforementioned Pension Plan is limited to the above noted contributions.
- 28.03 Employees who obtain their seniority subsequent to February 7, of each year, will not be entitled for a pension contribution on their behalf until February 8, following the date of obtaining their seniority.
- 28.04 The Parties agree that the Canadian Commercial Workers Industry Pension Plan (C.C.W.I.P.P.) is the applicable pension plan.

## **ARTICLE 29 - GROUP CLASSIFICATIONS**

### 29.01(a) **Group Classifications**

- Group 1 - General Plant Operations (Blender, Batter/Breader, Triangle & Hayssen, Fryer, Scale, Material Handler & Boxing Operators)
- Group 2 - **QA**, Wizard and Knife Sharpeners
- Group 3 - Sanitation
- Group 4 - QA Receiver, Live Receive, Driver and Distribution
- Group 5 - Fourth Class Engineer
- Group 6 - Industrial Mechanic
- Group 7 - Licensed Millwright, B Class Refrigeration Operator and 3<sup>rd</sup> Class Engineer (rates only applies when the Company requires employees in this classification)
- Group 8 - Licensed Electrician (rate only applies when the Company requires employee in this classification)

### (b) **Apprenticeships**

The Company agrees that the Apprenticeship Program, if required by the Company, will be administered in accordance with the regulations set out in the Trades Qualification and Apprenticeship Act.

#### **Selection Process**

All apprenticeship positions will be posted in accordance with the Collective Agreement and Cargill Limited posting procedures.

#### **Training**

- o Cargill Limited to pay the cost (tuition and books) of all required training.
- o Cargill Limited to make apprentices available to attend school through the block release program as scheduled by the Ontario Ministry of Education and Training.

## **Trade Designations**

This program pertains to the following skilled trade designations only:

- o Industrial Electrician
- o Industrial Mechanic Millwright

### **Number of Apprentices**

The number of apprentice positions will be determined on an ongoing basis at the discretion of Cargill Limited to meet business needs.

The ratio of Journeymen to Apprentices will at no time exceed the standards set under the authority of the Trades Qualification and Apprenticeship Act.

### **Program Entrance Qualification Requirements (Industrial Electrician)**

Internal candidates (from union membership)

- School Courses -Successful completion of Level Three
- Certified work hours - None required
- Candidates must have no medical restrictions for lifting, standing and required work environment

### **External candidates**

- School Courses - Successful completion of Level Three
- Certified work hours - Successful completion of Level Two
- Candidates must have no medical restrictions for lifting, standing and required work environment.

OR

- School Course -Successful completion of Level Four
- Certified work hours - None required
- Candidates must have no medical restrictions for lifting, standing and required work environment.

### **Program Entrance Qualification Requirements (Industrial Mechanic Millwright)**

Internal candidates (from Union membership)

- School Courses - Successful completion of Level Two
- Certified work hours - None required



Candidates must have no medical restrictions for lifting, standing and required work environment.

- External candidates
- School Courses - Successful completion of Level Two
- Certified work hours - Successful completion of Level Two
- Candidates must have no medical restrictions for lifting, standing and required work environment.

OR

- School Course - Successful completion of Level Three
- Certified work hours - None required
- Candidates must have no medical restrictions for lifting, standing and required work environment.

Program Entrance Qualification Requirements (Industrial Mechanic Millwright)

Internal candidates (from Union membership)

- School Courses - Successful completion of Level Two
- Certified work hours - None required
- Candidates must have no medical restrictions for lifting, standing and required work environment

External candidates

- School courses - Successful completion of Level Two
- Certified work hours - Successful completion of Level Two
- Candidates must have no medical restrictions for lifting, standing and required work environment

OR

- School course - Successful completion of Level Three
- Certified work hours - Successful completion of Level Three
- Candidates must have no medical restrictions for lifting, standing and required work environment

Wage Scales

Industrial Electrician (5 levels of training)

- Commencing Level 1 - 65% of contractual wage range
- Completion Level 1 - 70%
- Completion Level 2 - 77%

- Completion Level 3 - 84%
- Completion Level 4 - 92%
- Completion Level 5 - 100% (with Journeyman Certification)

Industrial Mechanic Millwright (4 levels of training)

- Commencing Level 1 - 65% of contractual wage rate
- Completion Level 1 - 75%
- Completion Level 2 - 83%
- Completion Level 3 - 95%
- Completion Level 4 - 100% (with Journeyman Certification)

Tool Allowance

Apprentices will be paid tool allowance in accordance with Article 21.03

## **ARTICLE 30 - GENERAL**

30.01 (a) The Union acknowledges that it is the exclusive function of the Company to appoint or demote Lead Hands at any time during this Agreement. If demoted from this classification, the employee will no longer receive the premium. Lead Hands shall be defined as a person who performs work, transmits orders, assists other employees, and shall not have authority to hire, fire, or discipline other employees and shall be a Union member.

(b) Lead Hands shall be subject to layoff and recall as per Article 16 of this Agreement.

30.02 Management or employees shall not swipe another employee's time card.

30.03 In case of layoff or a short work day, the Chief Steward shall be the last person laid off, provided there is work available which the Chief Steward is capable of performing. In the event the Chief Steward is absent due to illness, etc, then the **Alternate** Chief Steward will be the last person laid off. Within thirty (30) days of the signing of this Agreement, the Union shall advise the Company in writing of the names of the employees who will be designated to replace the Chief Steward in such event.

30.04 Employees shall inform the Company, in writing, of their current mailing address and telephone number and the Company shall be entitled to rely upon this information when administering pertinent Articles in the Collective Agreement.

### 30.05 **Paid Education Fund**

(a) **The Employer agrees to contribute one cent (1¢) per hour to the UFCW Local 175 Education and Training Fund for all hours paid to bargaining unit employees.**

- (b) The Employer shall forward the contributions on a monthly basis and shall include a list of the bargaining unit employees and the number of hours worked by each employee during this time period.

**30.06 Printing of the Collective Agreement**

The Company will reimburse the Union fifty percent (50%) of the cost of printing this Collective Agreement.

**ARTICLE 31 - DURATION**

- 31.01 This Agreement shall be in force and effect from June 2, 2013 to June 3, 2017, and until all provisions of the Ontario Labour Relations Act have been expended and shall continue from year to year, unless either party provides notice to amend or renew it in accordance with the following.

Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days and not less than thirty (30) days prior to the expiration of this Collective Agreement. The parties shall meet within fifteen (15) days of such notice being received or within such further period as the parties agree upon.

The parties agree to sign the Collective Agreement within thirty (30) days of ratification by the Union.

Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_\_.

FOR THE UNION

FOR THE COMPANY

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**SCHEDULE "A"**

<b>WAGES AND CLASSIFICATIONS</b>				
<b>GROUP</b>	<b>June 3, 2013 (25¢)</b>	<b>June 2, 2014 (20¢)</b>	<b>June 1, 2015 (20¢)</b>	<b>June 6, 2016 (30¢)</b>
Group #1	\$19.60	\$19.80	\$20.00	\$20.30
Group #2	\$19.65	\$19.85	\$20.05	\$20.35
Group #3	\$19.70	\$19.90	\$20.10	\$20.40
Group #4	\$20.10	\$20.30	\$20.50	\$20.80
Group #5	\$20.35	\$20.55	\$20.75	\$21.05
Group #6	\$22.35	\$22.55	\$22.75	\$23.05
Group #7	\$27.00	\$27.20	\$27.40	\$27.95
Group #8	\$27.45	\$27.65	\$27.85	\$28.40

Probationary employees' rate will be fifty cents (50¢) less than the applicable job classification rate.

Lead Hands will receive forty-five cents (45¢) per hour above the highest paid Bargaining Unit employee that he/she leads.

Apprentice employees will be paid in accordance with Article 29 (b) of this Agreement.

Groups 7 & 8 will receive an additional **twenty-five cents (25¢) effective July 17, 2013** and a further **twenty-five cents (25¢) effective June 6, 2016**.

## LETTER OF UNDERSTANDING #1

**BETWEEN: CARGILL LIMITED**

**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175**

**RE: Flexible Work Group Program**

The Company and the Union agree that a Flexible Work Group Program will be established in accordance with the terms and conditions between the parties.

### TERMS AND CONDITIONS

Whereas:

- (a) There exists a Collective Agreement ('Collective Agreement') between Cargill Limited (the Company) and United Food & Commercial Workers Canada, Local 175 (the Union).
- (b) The Collective Agreement currently excludes from the bargaining unit 'students employed during the school vacation period and persons employed for not more than twenty-four (24) hours per week'.
- (c) The Union and the Company wish to amend the Collective Agreement to recognize 'students employed during the school vacation period and persons employed for not more than twenty-four (24) hours per week' as part of the bargaining unit covered by the Collective Agreement, by creating a 'Flexible Work Group' who will benefit from being part of the bargaining unit and at the same time provide staffing needs for the Company to meet production and operational needs to create value for its customers.
- (d) A Flexible Work Group Program will be established at Cargill Limited to accomplish the following:
  - Address new legislative rules concerning hours of work;
  - Address the need for greater plant flexibility; and
  - Facilitate the opportunity to train full time employees for other positions in the plant and improve their qualifications in order to maximize their opportunity to work.
- (e) Generally, in accordance with the terms of this Letter of Understanding, the Flexible Work Group employees will:

- form part of the bargaining unit;
- Be limited in their hours of work to twenty-four (24) hours/week; except during the months of April, May, June, July and August when such employees may work up to forty (40) hours/week and subject to the Paragraph below;
- Have no overtime rights until full time employees have been canvassed;
- May be bumped in the event of a short day for full time employees.

(f) The parties wish to enter into this Letter of Understanding to give effect to the creation of a Flexible Work Group Program.

The Union and the Company therefore agree as follows:

### **Scope and Application**

1. Article 3.01 of the Collective Agreement will be amended to read - The term 'employees' as used in this Agreement, shall be all employees of the Company, in the City of London, Ontario, save and except truck drivers, supervisors, persons above the rank of supervisors, nurses, office and sales staff.
2. Students employed during the school vacation period and persons employed for not more than twenty-four (24) hours per week shall be included in the bargaining unit (referred to as 'Flexible Work Group employees') pursuant to this Letter of Understanding.
3. The terms and conditions of employment for Flexible Work Group employees will be governed by this Letter of Understanding. In the event of a conflict between this Letter of Understanding and the Collective Agreement, this Letter of Understanding will take precedence and govern with respect to Flexible work Group employees.
4. The parties agree that the terms of the Collective Agreement will apply to Flexible Work Group employees, save and except as set forth in this Letter of Understanding or as those terms as may be modified, varied or amended by this Letter of Understanding.
5. Articles, 12.05, 13, 14, 16, 17, 18, 19, 21.02, 21.03, 22, 25, 29, Schedule "A" and Letters of Understanding (save and except this Letter of Understanding) of the Collective Agreement shall not apply to Flexible Work Group employees.

### **Number of Flexible Work Group Employees**

6. The Company may employ up to seventy five (75) Flexible Work Group employees at all times of the year except during the months of April, May, June, July and August when the Company may employ up to one hundred thirty five (135) Flexible Work Group employees within the Flexible Work Group. It is understood that during the months of April, May, June, July and August, the Flexible work Group employees may work up to forty (40) hours/week and that the Company may elect to hire

employees into the Flexible Work Group for this five (5) month duration with the understanding that their employment would cease at the end of August.

### **Scheduling and Utilization**

7. Flexible Work Group employees may be prescheduled or may be scheduled on a relief basis as determined by the Company.
8. Flexible Work Group employees will be utilized to address the Company's need for flexibility in scheduling in order to provide for coverage for a variety of its production and operational needs and requirements, including:
  - Variable staffing needs related to process requirements/changes in production demands
  - Absenteeism
  - Vacation relief
  - Job rotation and cross training initiatives
  - Expanding capacity by running through breaks or extending operational line time
  - Transitional moves for 'permanent postings'
  - Utilized as relief to facilitate the training of full time employees when such full time employees choose to volunteer for overtime opportunities within the plant or elect bumping rights in the event of a short work day
  - To endeavour to provide more opportunities for summer vacation requests by full time employees
  - Seniority
9. (a) A Flexible Work Group employee shall be considered on probation until he has completed four hundred and eighty (480) hours of work in the Flexible Work Group within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the Flexible Work Group seniority list and given credit for the probationary hours worked and will thereafter accumulate seniority on the basis of hours worked in the Flexible Work Group. Notwithstanding anything in the collective Agreement or this Letter of Understanding, a probationary employee may be discharged, disciplined, or laid-off at the sole discretion of and for any reason satisfactory to the Company and the discharge, discipline or lay-off of a probationary employee shall not be subject to the grievance or arbitration procedures. For purposes of transfers to the full time bargaining unit of the collective Agreement or for other purposes necessary by the terms of the Collective Agreement, a Flexible Work Group employee will be credited with seniority on the basis of two thousand (2,000) hours of work in the Flexible Work Group equalling one (1) year of full time service. If the Flexible Work group employee has completed the employee's probationary period, the employee shall not have to serve an additional full time probationary period upon transfer to a full time bargaining unit position. During their probationary period, flexible Work Group employees shall have no rights or benefits under the provisions of the Collective Agreement or this Letter of Understanding.

- (b) An employee shall maintain and accumulate seniority under the following conditions:
- i) While he is actively at work for the Company after he has completed his probationary period as set out above;
  - ii) During any period when he is prevented from performing his work for the Company by reason of injury arising out of and in the course of his employment for the Company and for which he is receiving compensation under the provisions of the *Workplace Safety and Insurance Act*, or during any period of absence due to illness;
  - iii) During the first sixty (60) days of any leave of absence;
  - iv) During the first six (6) months of any absence due to lay-off.
- (c) A Seniority list will be maintained for Flexible Work Group employees, separate and apart from the Seniority list for full time employees. Seniority lists will be supplied to the Union and posted on the bulletin board every three months (January, April, July and October).
- (d) Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- i) If he voluntarily quits;
  - ii) If he retires;
  - iii) If he is discharged for cause and not reinstated through the grievance procedure;
  - iv) If he fails to report for duty after a lay-off or leave in accordance with the provisions of this Letter of Understanding;
  - v) If he is absent from work for more than two (2) scheduled working days without notifying the Company unless in the circumstances, it is impossible for him to do so;  
If he is absent from work for any reason for more than twelve (12) months;
  - vi) If he does not return to work after lay-off within five (5) calendar days after being recalled by the Company by telephone, by registered mail or telegram addressed to him at his address last known to the Company. It shall be the employee's responsibility to keep the Company and the Union notified as to any change of his address or telephone number so they will be up-to-date at all times.



- (e) A full time employee who transfers to the Flexible Work Group shall be given credit for purposes of seniority in the Flexible Work Group on the basis of one (1) year's service is equivalent to two thousand (2,000) hours of work or prorated accordingly.
- (f) A Flexible Work Group employee who transfers to the full time bargaining unit under the Collective Agreement pursuant to a job posting shall be given credit for purposes of seniority in the full time bargaining unit on the basis of two thousand (2,000) hours of work is equivalent to one (1) years' seniority or prorated accordingly.

### **Lay-Off/Recall from Lay-Off**

- 10.(a) The Company will consider the requirements and efficiency of operations and the skill, ability, experience and qualifications of the individual to perform the normal required work in determining which employee is to be laid off or recalled from lay-off from the Flexible Work Group and where these factors are relatively equal, the least senior employee will be laid off and the employee with the greatest Seniority will be recalled from lay-off. For the purposes of this article, a lay-off means a lay-off for more than ten (10) consecutive working days.
- (b) In the event of a lay-off of more than ten (10) consecutive working days, the Company will provide notice of at least five (5) calendar days in advance of such notice to affected employees.
- (c) In the event of a lay-off which is deemed to be of a permanent duration, the Company shall give affected employees written notice in accordance with the provisions of the Employment Standards Act.

### **Job Postings/Transfers**

- 11.(a) When a job posting is posted pursuant to Article 17.01 (a) of the collective Agreement, an employee who wishes to be considered for the position so posted shall do so in accordance with the provisions of Article 17.01 (a) of the Collective Agreement.
- (b) In filling any such posted vacancy, the company will first consider applications received from full time bargaining unit employees and thereafter applications from employees within the Flexible Work Group. Filling any such posted vacancy with Flexible Work Group employees, the company will consider the requirements and efficiency of operations and the skill, ability, experience and qualifications of the individual to perform the normal required work and where these are relatively equal, seniority shall govern. If the job is not filled as a result of posting or if no suitable applications are received, the Company reserves the right to hire.

- (c) Any Flexible Work Group employee who has successfully bid under this provision shall not be entitled to bid on a posted job before nine (9) consecutive months from the date of a successful bid, except with the Employer's permission.
- (d) The Company has the exclusive right to transfer Flexible Work Group employees within various job classifications and the right to direct the work function of such employees.

### **Hours of Work and Overtime**

- 12.(a) During the months of April, May, June, July and August, Flexible Work Group employees may regularly work up to forty (40) hours per week. At all other times of the year, the hours of work of Flexible Work Group employees may not exceed twenty-four (24) hours per week, save and except in the case of Paragraph 23 below, or where there are insufficient regular full time employees available to do the required work. Such employees will work in accordance with schedules established by the Company. The Company does not guarantee to provide work for such employees for regularly assigned hours or for any other hours.
- (b) It is recognized by the parties that the needs of the business may require overtime work and that the jobs involved must be staffed by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime by Flexible Work Group employees will be established by the Company. The Company will endeavour to schedule overtime on a voluntary basis. In the event that the Company is unable to schedule overtime on a voluntary basis, the Company will assign overtime in accordance with its operational needs and requirements.
- (c) Time and one-half an employee's straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours per week.
- (d) Flexible Work Group employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report to work.

### **Paid Holidays**

- 13. Flexible Work Group employees shall qualify and be entitled to Paid Holidays in accordance with the provisions of the *Employment Standards Act*.

### **Vacation**

- 14.(a) All Flexible Work Group employees shall be paid vacation pay based on the following formula:

Start of employment -	4% of earnings
After 10,000 hours of work -	6% of earnings
After 20,000 hours of work -	8% of earnings
After 40,000 hours of work -	10% of earnings
After 50,000 hours of work -	12% of earnings

(b) Such vacation pay shall be accrued based on the Flex Staff hours of work. The vacation pay will only be for the amount of vacation taken at that specific time.

- i) Employees who, on April 1<sup>st</sup>, have completed one (1) year or more of continuous service are entitled to two (2) week's vacation and shall be paid four percent (4%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.
- ii) Employees who, on April 1<sup>st</sup>, have completed ten thousand (10,000) hours of work will receive three (3) week's vacation and shall be paid six percent (6%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.
- iii) After twenty thousand (20,000) hours of work - four (4) week's vacation at eight percent (8%).
- iv) After forty thousand (40,000) hours of work - five (5) week's vacation at ten percent (10%).
- v) After fifty thousand (50,000) hours of work - six (6) week's vacation at twelve percent (12%).

**Allowances**

15. The Company will pay an allowance of one hundred and thirty dollars (\$130.00) for safety footwear, after completion of probationary period and, after every 2000 hours of work thereafter by each Flexible Work Group employee.

**Wages**

16. The Company agrees to pay Flexible Work Group employees in accordance with the following wage schedule:

- 0 - 2000 hours worked - \$12.50 - effective June 3, 2013
- 2001 - 4000 hours worked - \$13.00 - effective June 3, 2013
- Above 4001 hours worked - \$13.50 - effective June 3, 2013

## **Pension**

17. The Company agrees to provide pension contributions for Flexible Work Group employees in accordance with the terms and conditions of Article 28 of the Collective Agreement.

## **COMMITMENTS TO FULL TIME EMPLOYEES**

### **Full Time Security**

18. The Company agrees that Flexible Work Group employees or a combination of Flexible Work Group employees shall not be used to the extent that they replace or displace a present full time employee from employment. The intent being that the Company shall utilize flexible work group employees only in accordance with the terms and conditions of this Letter of Understanding, thereby promoting ongoing job security for full time employees.

### **Overtime Opportunity Commitment**

19. Full time employees shall be given priority over flexible work group employees for overtime (as determined by the Company) in accordance with the following process:

Monday-Friday Available Overtime: Shall be offered to full time employees in the following order:

1. Full time departmental - senior qualified employees on the shift;
2. Full time departmental - senior qualified employees at work/available;
3. Full time plant wide - senior qualified employees at work/available;
4. Full time plant-wide - senior employees with skill and ability, at work/available.

Saturday/Sunday Available Work: Shall be offered to full time employees in the following order:

1. Full time departmental - senior qualified employees;
2. Full time plant wide - senior qualified employees;
3. Full time plant wide - senior employees with skill and ability.

In the event full time employees with skill and ability, but not qualified, volunteer for overtime offered, the Company will provide training to such full time employees on the job and paid at their overtime rate. This shall not apply for skilled trades positions. This on the job training may be facilitated by having sufficient Flexible Work Group employees (up to a one-to-one basis) to provide appropriate coverage in the department(s) during the overtime opportunity to allow the full time employees to be trained on the job.

## **Short Day Hours of Work Commitment**

20. Full time employees will be given the opportunity to maximize their hours of work in the event of a short day in their department (as defined in the Collective Agreement) in accordance with the following process:

- Full time employees shall have the option to go home on a short day in their department by seniority;
- In the event of a short day in a department that is greater than 60 minutes, full time employees in that department shall have the ability to bump any Flexible Work Group employee in the plant on the basis of seniority provided they have the skill and ability satisfactory to the Company to do the job;
- The Flexible Work Group employee bumped must also have at least sixty (60) minutes remaining in their scheduled shift for the bumping by the full time employee to occur;
- Full time employees who are faced with a short day in their department of greater than sixty (60) minutes will be trained by Cargill Limited in the department they have bumped into provided they have the skill and ability satisfactory to the Company to do the job;
- Bumping is limited to one move only and must be on the shift;
- It is understood that bumping process outlined herein will not result in the payment of an overtime premium to the full time employee(s).

It is the intent of this process that full time employees who face a short day in their department be given the opportunity to maximize their hours of work through bumping of Flexible Work Group employees. The exception to this intent and process is in those situations or circumstances where the full time employee has the skill and ability but is not qualified. In this case, the Company will provide training to such full time employees on the job by having sufficient Flexible work Group employees (up to a one-on-one basis) to provide appropriate coverage in the department(s) while the full time employee is being trained on the job. In the event of a short work day where there are not sufficient full time employees in the plant electing to bump Flexible Work Group employees, the Company will then utilize those Flexible Work Group employees as needed.

## **Commitment Regarding Lay-Off of Full Time Employees**

21. In the event of lay-off of a full time employee, that full time employee will have the option of being assigned by the Company to the Flexible Work Group as a Flexible Work Group employee.

22. When assigned to the Flexible Work Group as a Flexible Work Group employee, all provisions of this Letter of Understanding shall apply to such reassigned full time employee during the period of time that he/she is reassigned to work as Flexible Work Group employee save and except that such reassigned full time employee:

- Shall have seniority rights in priority to other Flexible Work Group employees during such reassignment for purposes of this Letter of Understanding;
- Shall be paid his/her full time employee rate of pay as well as full benefits for the first four (4) weeks of his/her reassignment;
- May be assigned hours of work up to forty (40) hours per week;
- Shall continue to maintain any and all recall rights under the Collective Agreement as a full time employee. It is also understood that those full time employees who do not exercise their option to be assigned to the Flexible Work Group at the time of lay-off shall continue to maintain any and all recall rights under the Collective Agreement as a full time employee.

**Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_.**

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF UNDERSTANDING #2**

BETWEEN: CARGILL LIMITED

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

**RE: Attendance Bonus Incentive**

Attendance bonus will be paid out in each of two (2) separate qualifying periods:

1. June 1 to November 30 inclusive
2. December 1 to May 31 inclusive

An employee may qualify for a one hundred dollar (\$100.00) bonus for perfect individual attendance in each period.

The payment for the individual attendance bonus will be based on a regular scheduled work week with no allowances except in the case of bereavement or authorized absences from the workplace by management.

Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_\_.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF UNDERSTANDING #3**

BETWEEN: CARGILL LIMITED

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

**RE: Severance**

The Company is to provide an enhanced severance package in the event of a Plant closure. The Enhanced severance package will consist of one and one half (1 ½) week's pay for each year of service, to a maximum of twenty six (26) years.

Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_\_.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF UNDERSTANDING #4**

BETWEEN: CARGILL LIMITED

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

**RE: Contracting Out**

The Company will not contract out Sanitation Department labour beyond current practice for the term of the Collective Agreement.

Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_\_.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF UNDERSTANDING #5**

BETWEEN: CARGILL LIMITED

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

**RE: Four Day Work Week**

The following sections will apply to those employees who are scheduled to a four (4) day work week.

**Vacation**

For each week of vacation entitlement under Article 19.02, employees working a four (4) day work week will be entitled to four (4) ten (10) hour shifts of vacation time.

**Statutory Holidays**

Employees who qualify for floater days under Article 18 will receive eight (8) hours of regular pay for all Statutory Holidays.

**Floater Days**

Employees who qualify for floater days under Article 18 will receive eight (8) hours of pay at their regular rate for each floater day taken.

**Rest Periods**

Each ten (10) hour shift shall consist of one (1) thirty (30) minute unpaid lunch and three (3) fifteen (15) minute paid breaks. Two (2) of the paid breaks may be combined to create a thirty (30) minute paid break.

Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_\_.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF UNDERSTANDING #6**

BETWEEN: CARGILL LIMITED

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

**RE: Training Premium**

A seventy five (75¢) cent/hour training premium for the hours in which they are conducting training.

This would apply in situations where certification of trainees by the trainers is required. This does not apply in general cross training situations. The Company reserves the right to contract third party trainers or appoint CMC salaried trainers.

The Company will develop a list of positions and guidelines for those positions that are deemed to be eligible "Trainer Positions" to receive the training premium.

Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_\_.

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING #7**

**BETWEEN: CARGILL LIMITED**

**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175**

**RE: Pay Equity Act**

**The Employer agrees that it has a pay equity plan in effect and will keep it properly maintained.**

**Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_\_.**

**For the Union**

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**For the Company**

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**LETTER OF UNDERSTANDING #8**

**BETWEEN: CARGILL LIMITED**

**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175**

**RE: Tradepersons Registration Fees**

**The Employer agrees to reimburse employees for any fees they may be required to pay for annual registration with the College of Trades or other governing body. To receive reimbursement, the employee must be in a position that requires a ticket and must provide the Employer with a copy of the receipt.**

**Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_.**

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING #9**

**BETWEEN: CARGILL LIMITED**

**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175**

**RE: UFCW Leukemia Fund**

The Employer agrees to pay \$1000.00 to the UFCW Leukemia Fund, each year on the anniversary date (June 3) of this Agreement.

**Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_\_.**

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING #10**

**BETWEEN: CARGILL LIMITED**

**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175**

**RE: Pension Committee**

The parties agree that a Pension Committee shall be formed consisting of the current negotiating committee. Such Committee shall meet by no later than six (6) months after the ratification of the renewal Agreement to determine how such monies shall be distributed towards their Pension Fund. In any event a discussion and potential ratification by the membership shall occur within the first year of the Agreement.

In the unlikely event a decision cannot be made by the committee or membership all current contributions shall continue as per article 28 of the Collective Agreement.

The Employer agrees to pay all lost time for the Pension Committee to a maximum of forty (40) hours total.

**Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_.**

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING #11**

**BETWEEN: CARGILL LIMITED**

**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175**

**RE: Article 19.08**

**Upon ratification the Company agrees that it will honor the language in 19.08 for anyone that has already passed thirty (30) years of service.**

**Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_\_.**

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING #12**

**BETWEEN: CARGILL LIMITED**

**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175**

**RE: Maintenance Wage Review**

**The Company and Union agree to sit down in the third year of the contract to discuss if Maintenance Wages should be adjusted due to the competitive labour data.**

**It is the sole discretion of the Company if any changes as a result of this discussion are to be implemented.**

**Dated At London, Ontario, This \_\_\_\_\_ Of \_\_\_\_\_, 20 \_\_\_\_\_.**

**For the Union**

**For the Company**

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