

COLLECTIVE AGREEMENT

Between

**LDM Foods (Yorkton)
(the Company)**

And

**Local Union 2067, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
(the Union)**

JANUARY 1, 2011 to JUNE 30, 2014

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THIS AGREEMENT ENTERED INTO BETWEEN THE COMPANY AND THE UNION, IN THE CITY OF YORKTON, THIS ___ DAY OF APRIL, 2011.

ARTICLE 1 – UNION RECOGNITION AND DUES DEDUCTIONS

- 1.1 The Company recognizes the Union as the sole collective bargaining agency for those employees covered by the CIRB Certification Order 9598-U (as may be amended from time to time). It hereby agrees to negotiate with the Union or its designated bargaining representatives on matters relating to rates of pay, hours of work and other terms and working conditions of employees covered by this Agreement.
- 1.2 The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the Company and at all times carry out their individual responsibilities according to the regulations, methods and procedures established by the Company, subject to the provisions of this Agreement.
- 1.3 Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application on the official Union Membership Application form within ten (10) calendar days of the date of employment, and shall become a member of the Union within thirty (30) days of this date. The Company agrees to retain in its employ within the bargaining unit only members of the Union in good standing.
- 1.4 The Company will request each new employee at the time of hiring to sign an authorization for the deduction of Union dues. The Company will also deduct from each employee covered by this Agreement such assessments and initiation fees as stipulated in writing by the Union. Such deduction of Union initiation fee will commence only after receipt from the Union of an authorization card duly signed by the employee.
- 1.5 All deductions shall be made to coincide with each pay period. All sums deducted, together with a record of those from whom deductions have been made and the amount thereof, shall be forwarded monthly to the Local Union not later than the first Wednesday of the following month.
- 1.6 It is understood and agreed that the Company's sole responsibility under for the deduction and remittance to the Union of the prescribed dues, assessment and fees collected on its behalf. Therefore, the Union shall indemnify and save the Company harmless against any and all claims, demands, suits, and other forms of liabilities that arise out of or by reason of action taken or not taken by the Company in reliance on the aforementioned authorization and assignment, or for the purpose of complying with any provisions of this Article.

- 1.7 Employees have the right to have a Shop Steward present, or in the event the Shop Steward is unavailable, another member of the Union present, when an employee receives a written reprimand that is to be entered into an employee's file or when an employee is suspended or dismissed. Copies of any correspondence to employees accompanying the discipline shall be provided to the Union in a timely manner.
- 1.8 Both parties recognize and support the right of employees to freedom from discrimination based upon union membership and their chosen level of activity in or for the Union.
- 1.9 An authorized representative or Executive Officer of the Union shall be permitted, after notifying the Plant Manager, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union Representative or Executive Officer shall be carried on in a place provided for and designated by the Company. Time taken for such an interview in excess of five (5) minutes shall not be on the Company's time.
- 1.10 An authorized representative of the Union may prearrange an annual meeting for all employees covered by the collective agreement. Management will provide its assistance in restricting overtime on the meeting day to allow for more employees to attend the meeting.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 The management of the Company and the direction of the working force including the rights to plan, direct and control operations, to maintain a high standard of discipline and efficiency of the employees, to require employees to observe the workplace rules and regulations, and to hire and classify new employees, are to be the sole right and function of the Company.
- 2.2 The Company has the exclusive authority and responsibility to administer and manage without interference the industrial enterprise in which the Company is engaged in and without restricting the generality of the foregoing, to determine the number and location of buildings, the products to be manufactured, the number of employees at any time in any job, the means and methods of manufacturing, the schedules of production, the types and locations of machines and tools used, the process of manufacturing, the engineering and designing of its products, the control of materials and the parts and/or materials to be incorporated in the production or manufacturing processes, the closing, transfer, or sale of any or all of the business, the use of temporary labour, the direction and assignment of any work to any employee, and the issuance (after notice to the Union) of work rules and policies including, without limiting, those relating to safety, drug and alcohol, and employee conduct.

- 2.3 The Union further recognizes the exclusive right of the Company to lay off or relieve employees from duties, to promote, transfer, demote, suspend, and discharge for cause employees, subject to the provisions of this Agreement setting forth how such changes in an employee's status may be affected.
- 2.4 The parties agree that the enumeration of Management's rights as set out herein shall not exclude other functions not specifically stated herein. The Company, therefore, retains all rights not otherwise specifically covered in this Agreement.
- 2.5 In exercising the foregoing rights, the Company shall not evade or alter any of the specific provisions of this Agreement. The Company will not exercise the rights under this Article or any provisions of this Agreement to discriminate against any employee because of his/her activity in or for the Union.

ARTICLE 3 - WAGES

- 3.1 Attached to this Agreement shall be the Wage and Classification Schedule, setting out the minimum rates of pay for those job classifications covered by and forming part of this Agreement. Rates of pay for any new classifications that may be established by the Company within the scope of this Agreement shall be subject to negotiations, provided that the Company shall have the right to establish a rate to be paid until there is agreement on the regular position rate. The agreed rate of pay will be effective (and retroactive if applicable) as of the date when the new position was filled.
- 3.2 An employee temporarily assigned to fill another job within the bargaining unit paying a higher rate of pay, for a period of two (2) hours or more, shall receive the higher amount of a premium of twenty (\$20) dollars per day or the hourly difference between the rates. Should any employee be temporarily assigned to fill a job paying a lower rate of pay, his regular rate shall not be reduced.
- 3.3 Any employee who experiences a work related injury shall be paid by the Company for any scheduled hours lost on the day of the accident.
- 3.4 Any payroll mistakes (over \$200 before deductions) shall be brought to the attention of the Company and will be paid within one (1) week. Any other errors will be paid on the next regular pay period (subject to any payroll cutoff time limitations).
- 3.5 The Company will continue its current payroll practice regarding the method and frequency of paying employees (i.e. biweekly pay periods on a Friday). In the event of any changes to its payroll system that may modify its current practice, the Company will provide the Union and the employees with at least one (1) month's written notice of the changes.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.1 The Company shall provide employees and the Union with a schedule setting out the normal daily hours of work for every department, or for groups of individuals within a department, indicating the normal times for work to begin and end on every day in the week.
- 4.2 It is the Company's intention to provide its employees with consecutive days off whenever possible. Should business conditions or an emergency dictate otherwise, the Employee affected would be notified at the earliest possible time. Once the emergency or business condition is resolved, the Company will return to consecutive days off.
- 4.3 Overtime shall be paid at the rate of one and one-half times (1 ½ x) the regular rate for all overtime hours worked. Unless an employee is covered by an averaging permit or by a provision in this Agreement that provides otherwise, all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the overtime rate. Overtime hours must be approved in advance by the employee's immediate supervisor and thereafter submitted for payment.
- 4.4 Hours paid by the Company for sick days, vacations, public holidays, jury duty, training leave and bereavement leave will be considered as time worked in computing overtime or premium pay.
- 4.5 There shall be no pyramiding of overtime or premium rates. Where, under this agreement, two (2) or more categories of overtime and/or premium rates are applicable, they shall not be duplicated or compounded.
- 4.6 The supervisor will allocate overtime to qualified employees performing work in the classification in which the overtime work is needed. This will be done on a rotation basis commencing with the most senior employee and moving to the next senior employee(s). The rotation cycle will start over each month, commencing on the first Monday. If a senior employee is not at work, and does not answer the first telephone call to their home phone number requesting them to perform the overtime work, the Company may assign the next senior, capable, qualified employee to perform the work. However, employees will not be required to work in excess of four (4) hours overtime in one (1) day or eight (8) hours overtime in any one (1) week without their consent. An Employee will not be required to work overtime if the employee has a scheduled medical appointment.
- 4.7 A shift extension can be scheduled, to a maximum of four (4) hours, at the end of a scheduled 8-hour shift or three (3) hours at the end of a scheduled twelve (12) hour shift. In any event, the maximum amount of assigned overtime (i.e. hours outside the regularly scheduled hours) will not exceed eight (8) hours per week

unless an emergency or other unforeseeable event arises. The supervisor will allocate overtime to the qualified employee(s) on that shift, performing work in the classification in which the overtime work is needed. This will be done on rotation basis commencing with the senior employee on the shift and moving to the next senior employee(s) on the shift. Shift extensions will not affect the daily or weekly overtime rotation. Except when an emergency or other unforeseeable event arises, the Company will provide at least three (3) hours' notice of an extension of an employee's shift. Employee absences will be considered as unforeseeable events, unless the absence was prearranged. Consideration will be given to the employee's personal circumstances when assigning a shift extension. Where overtime in excess of three (3) hours occurs as a result of a shift extension, the Company, at its option, will provide the employee with a hot meal or a premium payment of \$120.00.

- 4.8 Any employee who is called back in to work after having left the facility, in response to an emergency, at any time outside of their normal working hours, shall be deemed to have worked a minimum of a three (3) hour shift at the applicable rates. Employees scheduled to work on their days off shall be guaranteed a minimum of four (4) hours' pay for that day at the applicable rate including premiums.

ARTICLE 5 - GENERAL HOLIDAYS

- 5.1 The general holidays listed below shall be recognized as paid holidays. Employees covered by this Agreement shall receive their regular scheduled pay for that day. If an employee works on the holiday, in addition to receiving holiday pay, the employee will be paid at the rate of one and one-half times (1 ½ x) the employee's regular hourly rate. Any employee, whose scheduled day off falls on a paid holiday, shall be paid their regular hours at their regular rate of pay.

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

When Canada Day, Christmas Day, Boxing Day or Remembrance Day falls on a Saturday or Sunday, the Company may designate the preceding Friday or following Monday as the recognized holiday.

- 5.2 If a paid holiday falls on a day when an employee normally works, the Company may elect to allow the employee to take the day off and receive holiday pay, or require the employee to work at the rates provided for above.

- 5.3 If an employee fails to report for work for his last scheduled shift prior to, and his next scheduled shift after a general holiday, the employee will forfeit pay for the holiday(s) provided for in above, unless:
- a) by prior arrangement, consent by management to take this time off has been granted, or
 - (b) the absence is a direct result of an accident or sickness, duly verified to the satisfaction of the Company.

ARTICLE 6 – ANNUAL VACATION

- 6.1 Vacation with pay at regular rates or a fraction of the employee's total earnings, whichever is the greater, shall be granted on the following schedule:
- (a) Three (3) weeks (3/52nds) after one (1) year's service and after each subsequent year up to ten (10) years' service.
 - (b) Four (4) weeks (1/13th) after ten (10) years' service and after each subsequent year of service up to twenty (20) years' service.
 - (c) Employees with less than one (1) year's service shall be entitled to one and one-quarter (1 1/4) days' vacation for each completed month of service up to December 31st, up to a maximum of three (3) working weeks.
- 6.2 When a General Holiday occurs during an employee's vacation, an extra day's vacation shall be granted, if the holiday is one for which the employee would have received pay if the employee had been working.
- 6.3 If the employment of an employee is terminated, the Company shall pay the employee for any unpaid vacation pay accrued by the employee.
- 6.4 Vacations will be based on forty (40) hours per week at the employee's assigned wage rate in effect at the time vacation was earned. For those employees who are not regularly scheduled eight (8) hours per day, including those who are covered by averaging of hours provisions, vacation time taken will be based on vacation hours instead of vacation days, which shall correspond to the employee's normally scheduled hours for the period of vacation.
- 6.5 Vacations may be granted at any time, subject to the requirements of the business, but the Company will make a sincere effort to grant vacations at the time requested by the employee. The Company, therefore, must make the final decision on such matters.

- 6.6 Effective January 1st of each year, the Company shall post a seniority list, showing vacation entitlement. The annual vacation cutoff for all employees shall be December 31st and vacation entitlement for the coming year shall be calculated as of that date. Employees who will complete ten (10) years of service in the next year shall receive vacation entitlement as if they had already completed their tenth year.
- 6.7 Employees who do not use all of their vacation in the year in which it was accrued must apply to have any unused vacation carried over. Up to five (5) days of unused vacation may be carried over, which must be used by August 31st in the next year. Should an employee fail to apply for carryover prior to December 31st, the supervisor shall, after consultation with the employee, schedule the vacation as soon as practical and in any event prior to March 31st.
- 6.8 Vacations shall be granted within each department on the basis of an agreed holiday rotation within the various work units. Each employee shall indicate on the required form or posting, prior to March 1st, the inclusive dates of his preference for his vacation entitlement. Any employee who fails to select his preferred vacation period prior to March 1st after having been requested to do so by his supervisor, shall automatically and without exception, lose all preference to choices of vacation period resulting from their vacation rotation position. Thereafter, holiday selection shall be made on a "first-requested, first-approved" basis.
- 6.9 The Company will confirm posted vacation prior to March 31st with the exception of requests for vacation during a scheduled shut down(s). Vacations will be considered to be approved based on a posted list of approved vacations and/or by the supervisor providing the employee, upon their request, with a copy of a vacation request form signed by the supervisor.
- 6.10 If an unfortunate situation arises during an employee's vacation whereby there is reason for bereavement leave or where an employee has been hospitalized for more than one (1) day, vacation time equivalent to the approved bereavement entitlement or period of disability associated with the hospitalization will be deferred to some other time.

ARTICLE 7 - SENIORITY

- 7.1 All newly-hired employees will be considered to be on probation and will not be subject to the seniority provisions of this Agreement until the employee has completed 500 accumulated hours worked following the employee's first date of hire.

Upon completion of such probationary period, employees will have their name placed on the seniority list. The employee's seniority date will be the employee's

last date of hire. In the event that two or more employees have the same seniority date, where seniority would be the deciding factor for any benefit provided under this Agreement, seniority shall be determined between the competing employees by lottery, or by another agreed-upon random draw method, to rank their seniority on a case-by-case basis.

All other probationary employees hired will be paid the probationary rate as per the Wage Schedule and will be considered to be on probation as outlined above with benefits to commence the first of the month following the accumulation of 500 hours worked.

Until any probationary employee completes the probationary period, the employee may be terminated from the Company without recourse to the grievance procedure and the Company is under no obligation to rehire.

Any former employees, who are re-hired within three (3) months of the last date of work with the Company, shall be eligible to have their previous seniority date moved forward six months and then reinstated, upon completion of 500 hours worked after the date of re-hire.

- 7.2 The Company shall maintain a revised seniority list that shall be posted on each plant bulletin board with a copy sent to the Union office at the beginning of each quarter of the year.
- 7.3 The seniority rights of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when an employee:
- a) voluntarily leaves the service of the Company, or is discharged for cause.
 - b) fails to report for work on recall after layoff (unless the recall is for two weeks or less) within one (1) week of being contacted or required, upon the completion of an approved leave of absence (including a vacation leave), or is absent for three (3) days of scheduled work in any twelve-month period without having advised the Company of the impending absence not less than sixty (60) minutes prior to the start of the scheduled shift.
 - c) is laid off for a period in excess of twelve (12) months and the employee has maintained good standing with the union.

ARTICLE 8 - TRANSFERS AND PROMOTIONS

- 8.1 Promotions, transfers and vacancies, of three (3) months or greater, within the Bargaining Unit shall be filled on the basis of seniority, provided that the senior employee possesses comparable and sufficient qualifications, abilities and skills, to satisfactorily perform the duties of the posted or advertised position as determined by the Company.

- 8.2 All vacancies and new positions within the scope of this Agreement shall be posted and employees shall be allowed eight (8) work days in which to make written application for such vacancies or new positions. The date of posting is not counted for calculating the eight (8) work days. Upon request, the Company will provide the Union with a copy of a particular job posting, a list of the employees who have bid on the vacancy and a list of the successful candidate(s). Should any employee be on vacation when a position is posted, the position shall remain open for a further seven (7) days in order to allow a greater opportunity for that employee to bid on the position.
- 8.3 When an employee is transferred or promoted to a posted position, the employee must be able to demonstrate competence in the performance of the new job in order to receive the rate of pay as provided for in the wage classification schedule. It is mutually recognized that the period of time before an employee demonstrates competence will differ from employee to employee and from job to job, however, such probationary or trial period will not exceed thirty (30) days of work in the new position, during which time the employee will continue to receive his former rate of pay.
- 8.4 Where an employee fails to demonstrate the necessary competence as determined by the Company, the employee will be placed back into the job previously held by that employee.

ARTICLE 9 - LAY-OFFS AND RECALLS

- 9.1 (a) In the event of a lay-off anticipated to exceed one week in duration, the Company agrees that employees shall be laid off in the reverse order of their seniority, provided that employees with no seniority have been laid off and that the remaining employees have the required and sufficient qualifications, abilities and skills to perform the work assigned to them as defined by the Company.
- (b) In the event of a emergency business interruption, the Company agrees that employees will be laid off in the reverse order of their seniority within their assigned shift, provided that employees with no seniority on their shift have been laid off and the remaining employees have the required qualifications, abilities and skills to perform the work assigned to them as determined by the Company. For the purpose of this article only, emergency business interruption shall be defined as an unexpected shutdown or an unexpected production slowdown that is twenty-four (24) hours or less. Extension of the time that constitutes an emergency business interruption may be granted by the mutual agreement of the Union and the Company.
- 9.2 In situations where it becomes necessary to increase the work force while some employees are still laid off, those employees who are on lay-off with seniority will be recalled in the reverse order of lay-off, provided the person with the greater

amount of seniority has the required qualifications, abilities and skills and can perform the duties assigned to them in a manner satisfactory to the Company.

- 9.3 If the Company is unable to make contact with the senior eligible employee at the latest address or phone number on file, it may recall the next senior employee, and so on, down the list until the vacancies are filled. Should the senior employee subsequently contact the Company within seventy-two (72) hours of the attempted first contact, he shall be the next person on the list to receive a recall (unless a more senior employee is in a similar situation, in which case seniority shall apply). It shall be the responsibility of each employee to notify the Company of all temporary or permanent changes in address and/or phone number. The Company will make a reasonable effort to contact the senior employee, reasonable effort being a notice by a telephone call (i.e. an attempted but unsuccessful call on three (3) consecutive work days) or a notice by registered mail to the employee at the last known address.
- 9.4 When due to a temporary layoff or a lay-off in the plant, an employee is assigned to a lower rated job for less than thirty (30) days, he shall receive the rate of pay of the job he left.
- 9.5 The Company shall notify the Union of any layoff in advance of the date of the layoff, and will provide the Union with a list of specific employees to be laid off immediately after informing employee(s) of the lay-off. The Company and the Union acknowledge that it is the Company's duty and right to first inform employees of a lay-off. For purposes of this article only, employees shall be defined as full time regular employee(s).

ARTICLE 10 – GRIEVANCES AND ARBITRATION OF DISPUTES

- 10.1 All disputes and grievances will be settled in accordance with the procedures outlined below. Any grievance that is not presented or advanced within the time lines as set out below, shall be forfeited and waived by the aggrieved party.

Step 1: Should an Employee (or Employees) subject to this Agreement feel that any provision of this Agreement has been violated, or that disciplinary actions taken are unjust, the Employee may with the assistance of a Union Representative take the matter up with the designated out-of-scope Supervisor or Supervisors concerned with 10 days of the incident. The Supervisor shall discuss the matter fully with the Employee and shall notify the Employee of the decision as soon as possible within 5 working days (exclusive of Saturday and Sunday) following the date the matter was discussed.

Step 2: If the Employee does not obtain satisfaction from the action of Step 1 and wishes to proceed further, the Employee shall so notify the Supervisor with whom the matter was discussed in Step 1 and shall refer the matter to the Grievance Committee of the Union. The Grievance Committee will investigate the

circumstances and if it is satisfied that a grievance exists, it shall assist the Employee in preparing a written grievance in a form to be submitted to Human Resources, within 10 days of the Step 1 decision. Human Resources shall within 10 days of receipt of the written submission, arrange for a hearing of the grievance by the Plant Manager. The Plant Manager, having heard the grievance at this Step, shall notify the Grievance Committee in writing of the decision as soon as possible within 10 days from the date the grievance was heard.

Step 3: If the employee does not obtain satisfaction from the action of Step 2 and wishes to proceed further, the Grievance Committee, on behalf of the Employee, may then within 10 days from receipt of the Step 3 reply, notify (in writing) Human Resources that the grievance is being submitted to arbitration.

- 10.2 In the event that a grievance hearing at Step 2 cannot take place within 10 days from the date that the Union requested such a hearing, and provided there is no agreement between the Company and the Union to delay such hearing, the Union may elect to take the grievance to the next step by so notifying Employee Relations.
- 10.3 In the event of a difference of interpretation or application of any provision of this Agreement between the Company and the Union, the Union may submit a grievance within 10 days of the alleged violation by submitting such grievance, in writing, to Employee Relations. Such grievances will commence with Step 2 of the grievance procedure.
- 10.4 Arbitration: Within 10 days of receipt of the notification provided for in Article 3.3 above, the Company and the Union shall meet and exchange the names of their respective nominees and of the proposed arbitrator to chair the Board of Arbitration. Should the parties be unable to agree within a further ten (10) days upon the appointment of an arbitrator to chair the Board of Arbitration, either party may apply to the federal Minister responsible for the *Canada Labour Code* to appoint such an arbitrator, who shall be the Chairperson of the Board of Arbitration.
- (a) The Board of Arbitration shall meet and hear evidence from both sides within 21 days after completion of the hearing of the evidence. The decision of the majority of the Board of Arbitration or, in the absence of a majority decision, the decision of the Chairperson shall be final and binding upon both parties.
- (b) Each party shall bear its own expense with respect to the preparation and presentation of the matter to the Board of Arbitration, including the cost of their respective nominees to the Board, and both parties shall share equally the fees and expenses of the Chairperson of the Board.
- (c) The Chairperson shall determine the procedure to be followed at the hearing but shall in any case give adequate opportunity for each party to be heard.

(d) It is distinctly understood that the Board of Arbitration is not vested with the power to amend, change, modify, add to, delete from or otherwise alter this Agreement, in any of its parts.

- 10.5 In the discussion of grievances with representatives of the Company, one member of the Grievance Committee may accompany the union's business manager. As far as practicable, all grievances will be dealt with on the Company's time, and no member of the Grievance Committee who is an Employee shall suffer loss of pay for time spent in discussing grievances with the representatives of the Company.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.1 Parental Leave: Employees, after at least twenty (20) weeks of employment during the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, shall be granted a parental leave of absence. The duration of such leave shall be at the discretion of the employee and not to exceed fifty (52) weeks. The employee shall give the Company a minimum of four (4) weeks' notice prior to the start of such leave if the leave requested is in excess of six (6) weeks prior to the expected birth of the child. In all cases, the employee shall submit their request as soon as possible.

The employee shall be required to submit a certificate from a qualified medical practitioner certifying the pregnancy and indicating the estimated date of confinement. If the parental leave is for the adoption of a child, the employee shall provide evidence from an agency overseeing the adoption confirming the date when the adoption will occur.

The employee shall give the Company a minimum of four (4) weeks' notice prior to the date she intends to resume employment. If the employee returns to work within six (6) weeks of the birth of the child, she shall be required to submit a medical certificate certifying her to be medically fit to work. The employee's benefits held before such leave shall continue to be available. Seniority shall accumulate during the parental leave. The Company's obligation to guarantee employment is limited to the same or comparable position, not necessarily the same position. The Company's obligation shall cease if the employee is unable or unwilling to return to work at the expiry of the scheduled parental leave of absence.

- 11.2 Bereavement Leave: Employees will be allowed to request up to five days off from work immediately following the death of a spouse, child, parent, grandparent, brother or sister of the employee, or brother, sister or parent of a spouse. In the event that the funeral is not held within the initial leave of absence period but is scheduled on a future work day(s), the Employee may forgo up to two days of the leave of absence and utilize such days for the purpose of

attending the funeral, providing as much advance notice as possible to the Company.

For the purposes of this article, “spouse” includes: (i) the wife or husband of an employee and (ii) a person with whom an employee cohabits as a spouse and has cohabited with as a spouse either continuously for a period of not less than two years, or is in a relationship of some permanence, if they are the parents of a child.

Employees may request compensation at the straight time rate for up to 24 regularly scheduled hours of work (taken in blocks of complete workdays or shifts only, unless specifically approved by the manager) for work time missed during an approved bereavement leave. For example, if the employee normally works an eight-hour shift, the employee may request pay for up to three days during their bereavement leave. If the employee normally works a twelve-hour shift, the employee may request pay for up to two days during their bereavement leave.

To minimize workplace disruption and accommodate the departmental workload, adjustments may be made to the employee’s work schedule where appropriate. As much advance notice as possible will be provided regarding the change in the employee’s work schedule to accommodate the request for bereavement leave.

Requests for bereavement leave should be made to the employee’s immediate supervisor. Upon return from bereavement leave, an employee may be required to provide verification of the need for the leave (e.g., obituary, funeral card).

11.3 Jury or Witness Leave: An employee summoned to appear in the Province of Saskatchewan as a witness during court proceedings or to serve jury duty will be paid their regular pay (to a maximum of forty hours per week) to a maximum of thirty (30) days. The Company will require the employee to furnish a certificate of service from an officer of the court before making any payment under this Article. Whenever practicable, the employee will be required to attend for work during those working hours that he is not required to attend the court proceedings. Employees should notify their supervisor immediately upon receipt of notice of jury duty or receipt of subpoena. Failure to do so could result in non-payment for the duration of the leave.

11.4 Compassionate Care Leave: Employees, with an immediate family member who is dependent on the employee and has an illness or injury that is certified by a qualified medical practitioner, may apply for Compassionate Care Leave. The medical certificate must be submitted to the employee’s supervisor or Human Resources as soon as practicable, but not later than fifteen (15) days after an employee’s return to work, from the qualified medical practitioner who is authorized to treat your family member, certifying the illness or injury of the family member.

Compassionate Care Leave without pay may be granted for up to 12 weeks in a 52-week period (in the case of a serious illness or injury) or up to 12 calendar days in the case of an illness or injury that is not serious in nature, in order to directly provide health care for the family member. A “family member” is a spouse, child, parent, grandparent, brother or sister of the employee, or brother, sister or parent of a spouse.

For the purposes of this article, “spouse” includes: (i) the wife or husband of an employee and (ii) a person with whom an employee cohabits as a spouse and has cohabited with as a spouse either continuously for a period of not less than two years, or is in a relationship of some permanence, if they are the parents of a child.

If the Company employs both the employee and another family member, the total number of weeks of leave for both employees for the care of the same family member may not exceed the individual entitlement set out above.

In order to assist an employee with their application for Employment Insurance benefits during the period of leave, the Company will provide the employee with a Record of Employment upon request. Employees who are granted compassionate care leave will continue receive group insurance coverage on the same basis as active employees, subject to the insurance plan’s terms. Any supplemental life and accident insurance coverage will continue during any the period of the leave provided the employee directly remits the premiums to the insurance company that were previously paid through payroll deductions. Employees will continue to accrue vacation days and seniority during the period of this leave.

- 11.5 Education, Training and Apprenticeship Leaves: In some cases, the Company may approve a leave of absence request, or other request for support of an employee’s education, training or apprenticeship. Any direct costs associated with the leave or request for support, including any educational or training fees that have been paid by the Company (e.g. tuition costs), will be subject to reimbursement in the event that the employee leaves employment within a defined period of time after the leave or training is completed. Employees will be required to sign the prescribed individual agreement with the Company as a part of the approval process, which will contain specific time-based reimbursement terms.
- 11.6 Military Leave: Employees who have volunteered for active service, reservist service or military training with the Canadian Armed Forces may be entitled to an unpaid leave of absence. If the leave is planned, and therefore foreseeable, the employee must provide at least six (6) weeks’ notice to the Company in advance of the expected commencement of the military service. If six weeks’ notice is not possible, the Company must receive notice from the employee as soon as practicable. Where possible, employees absent on approved military leave must provide the Company with at least six weeks’ notice of their anticipated return to

work. The Company may require verification of the military leave from an employee's commanding officer.

- 11.7 Benefit Coverage: The maintenance of employee benefit plans during unpaid leaves of absence, shall be conditional upon the bylaws of the plans concerned and Company policy, and upon payment of the full cost by the employee.
- 11.8 Union Business Leaves: A maximum of two (2) employees will be allowed to take an unpaid Union Leave at any one time, up to a maximum of five (5) days leave at a time, to attend Union meetings, conventions and conferences, to a maximum of ten (10) days in total of unpaid union leave per calendar year. The Company will also allow up to three (3) employees to attend collective bargaining meetings, including preparatory meetings. An annually scheduled single day of shop steward training in Yorkton may be arranged, involving not more than five (5) employees, who shall be granted a day's leave to attend the training on a date mutually agreed upon with the Company.

In all cases of union leave, there shall be no more than one (1) employee in a department or work area granted leave. Unless agreed otherwise, all union leaves shall be without pay. For ease of administration, the Company will continue to pay employees while they are on approved union leave and will invoice the union to reimburse the cost of the employee's wages and benefits.

ARTICLE 12 - SAFETY AND HEALTH

- 12.1 The Company agrees to provide first aid supplies, protective devices, and other equipment which will ensure, insofar as is reasonable practicable, the health and safety at work of all Employees.
- 12.2 All employees agree to co-operate fully with the Company in the use and maintenance of these protective devices, facilities, and first aid supplies.
- 12.3 Safety and safe work practices shall form a part of all new employee orientations to ensure that new employees understand the safety procedures and the joint dedication to health and safety in the workplace. Employees will be required to sign an acknowledgement that they have received specific safety training upon completion of the training.
- 12.4 Return to Work following Accident / Injury

An employee wishing to return to work following any accident or sickness will be permitted to do so subject to the following:

- a) The employee must apply to the Company to return to work immediately upon becoming physically able to do so.

- b) Before an employee may return to work, they must first satisfactorily pass a medical examination by the Company Medical Officer or a physician selected by the Company, if requested to do so. The Company agrees to pay any additional fees for such examinations.
- c) The employee will be returned to the job he held prior to his absence, unless a justifiable business requirement had required the position to be filled permanently. Any position requiring to be filled permanently will be discussed with the Union prior to the posting of the position.
- d) If the previous job had been permanently filled, the employee will be assigned to a vacant position, provided that they are qualified to perform all aspects of the job as determined by the Company.
- e) If there are no vacant positions available, the employee will be placed on lay-off provided they are not eligible for workers' compensation, EI illness or long term disability benefits.
- f) The employee will receive the wage rate for the classification of the job to which he is assigned after the first thirty (30) days.

ARTICLE 13 - BENEFITS

13.1 The Company shall continue its present policies under which the following benefits are provided to employees covered by this Agreement:

- i) Group Life Insurance (Basic, Supplemental and Dependent)
- ii) Dental Care
- iii) Extended Health Care (includes Prescriptions and Vision care)
- iv) Sick Leave
- v) Long Term Disability Pay Plan
- vi) Company sponsored Pension Plan - the plan ceiling will be as follows:
 - Employer contribution without matching will max out at 4%;
 - Matching contribution (at rate of .5% per 1% of employee contributions) max out at 3%.
- vii) Other policies outlined in the Yorkton Policy Manual

13.2 Employees shall be provided with information on the benefit plans when they are hired. Additional copies can be obtained from Human Resources, as required.

ARTICLE 14 – STANDBY COVERAGE

14.1 In areas requiring standby, the Company may implement a stand-by rotation. Before a standby rotation is implemented for each work area, a discussion with

the Union and the Employees affected will take place to look at all options to meet the Company's business needs.

- a) The scope of the work is to be limited to actual emergencies that occur in the plant during those hours outside of their regularly scheduled working hours.
- b) All employees designated will have their turn in the rotation until the list is exhausted and the rotation commences again. A list showing the order and date of rotation will be provided by the Company. Where possible, the rotation list will be posted by February 1st of the calendar year.
- c) Whenever possible, any changes by the Company to the posted rotation will provide as much notice as possible to both the supervisor and the affected employees, in consultation with the Union.
- d) All maintenance and lab tech employees are required to take their turn in the stand-by or call-in rotation for rotating one-week periods. When a maintenance or lab tech employee is the designated call-in person for a particular week, he shall receive one (1) regular hour pay for each regular day scheduled and three (3) regular hours pay for each statutory holiday or regularly scheduled day off, in addition to any hours that she/he is required to work when called. Should the designated maintenance or lab tech employee(s) fail to respond to a call-in in a timely manner, he will forfeit his stand-by pay for the week and may be subject to discipline if the circumstances warrant. Stand-by pay shall not be considered as time worked for purposes of overtime. In no situation shall an employee receive more than three (3) hours of stand-by pay for any specific day.

14.2 Actual time spent on a "call-in" shall be compensated in accordance with the provisions of the existing Agreement.

14.3 New employees will not be placed on the standby rotation until deemed qualified, as determined by the Company in consultation with the employees in the affected area.

ARTICLE 15 - SEVERANCE PAY – PLANT CLOSURE

15.1 In the event that it becomes necessary to close the plant or a portion of the plant and it is not expected that those affected will be re-employed, severance pay will be paid to employees who have seniority subject to the following:

- a) They are employees of the Company within the terms of the Collective Agreement at the time of the shutdown or closure and have worked for at least twelve (12) consecutive months as of the date of closure.
- b) They have not refused an offer of employment by the Company in the same plant or in another unit of the business, the location of which is reasonably accessible to

the location of the place of employment, from which the employee is being separated.

- c) They have not been granted retirement or pension.
- d) In order to qualify for severance pay upon the closure of the plant, employees will continue to work in a satisfactory manner as long as required by the Company.

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

15.3 In the event of a plant closing under this provision, the Company will give the Union as much notice as possible in advance of the contemplated closing and the parties will discuss what is expected to take place and how the matter may best be handled.

15.4 A separation allowance or severance pay shall be 2 weeks' pay per year of completed service. Severance pay shall be paid in one sum as soon as practical after the plant closure.

ARTICLE 16 – TRAVEL AND SUBSISTENCE

16.1 Employees, who are required by the Company to travel outside of Yorkton for training, or other job-related activities, shall be reimbursed for all reasonable expenses or associated costs (e.g. lodging, mileage, meals). Employees shall be paid for the hours for which they were normally scheduled for these days. Should an employee be required to be at the Company's disposal for hours greater than their scheduled hours, they shall be paid for this greater amount of hours at the applicable rates. Travel time in excess of the employee's regular scheduled hours shall not be paid for.

ARTICLE 17 – DURATION OF AGREEMENT

17.1 This Agreement shall be effective from January 1, 2011 and shall remain in force and effect up to June 30, 2014 and from year to year thereafter, but either party may, within the four (4) month period prior to the termination date thereof, give notice in writing to the other party to terminate this agreement or to negotiate a revision thereof.

17.2 The party giving notice in accordance with Clause 17.1 shall at the same time, when such notice is issued, indicate a date on which the said party suggest that negotiations commence, it being understood and agreed that both parties shall endeavour to have negotiations commence at the earliest possible date within the 60 day period before the expiry date of the Agreement.

17.3 At the first meeting of the parties for the commencement of negotiations, the Union shall submit in writing to the Company the Union's proposals in respect to revisions of the Agreement, and the Company shall submit in writing to the Union such proposals that the Company wishes to make to the Union in respect to revisions. It is clearly understood between the parties that only such items that are submitted in writing by either party to the other at the first meeting mentioned above shall be subject to negotiations.

17.4 There shall be no strike, sympathy strike, stoppage, slowdown, deliberate withholding of production, or suspension of work on the part of the Union, its members, or any individual covered by this Agreement, or lockout on the part of the Company during the term of this Agreement and thereafter while negotiations are underway for renewal or extension thereof. In the event of a breach of this provision, the Union shall immediately declare publicly that such action is unauthorized and shall promptly order its members to resume their normal duties notwithstanding the existence of any picket line. The Union further agrees that it will in no way interfere with the business or the Company by sanctioning or conducting a boycott on the handling of goods procured from a source or destined to a point where labour controversy may exist.

**EXECUTED ON BEHALF OF
THE COMPANY BY:**

**EXECUTED ON BEHALF OF
THE UNION BY:**

LETTERS OF UNDERSTANDING

Between

LDM Foods Yorkton

And

**Local Union 2067, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

EMPLOYEE RELATIONS COMMITTEE

This letter of Understanding sets out the basis for establishing and maintaining ongoing effective communications in an effort to strengthen the Employee relations of the organization. With this objective in mind, the parties commit to the continuation of the Employee Relations Committee (ERC) for the term of the current collective agreement.

The ERC will conduct regularly scheduled meetings (minimum of 6 meetings per year) for the purpose of improving communications between the parties, engaging in constructive problem solving and exploring items of mutual interest, not limited to those addressed through the Collective Bargaining Agreement.

The Committee is to be comprised of an equal number of Employee and Management members, with representation from throughout the facility, that are able to provide a balanced perspective of workplace issues affecting the organization and the membership. The Union may have a union business manager present at any or all of the meetings.

**EXECUTED ON BEHALF OF
THE COMPANY BY:**

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LETTERS OF UNDERSTANDING

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BROTHERHOOD OF ELECTRICAL WORKERS**

UNION REPRESENTATION AND REPRIMANDS

On an interim basis until July 1, 2011, Shop Stewards (or another member of the bargaining unit) shall be present whenever verbal reprimands are issued to employees when they are not at their workstations.

**EXECUTED ON BEHALF OF
THE COMPANY BY:**

**EXECUTED ON BEHALF OF
THE UNION BY:**

LETTERS OF UNDERSTANDING

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BROTHERHOOD OF ELECTRICAL WORKERS**

ACCESS TO VACATION DAYS BEFORE EARNED

Within thirty (30) days of the ratification of this Agreement, the Employee Relations Committee shall meet and discuss possible procedures and rules to permit employees to have access to up to one (1) week of vacation before it has been earned. When combined with the one (1) week of permissible approved vacation carryover at year's end, this may enable employees to plan to take a winter vacation or extended trip of up to two (2) weeks with the proper notice and planning.

Their recommendations shall be submitted to Human Resources for its consideration and possible inclusion in the Human Resources policy manual.

**EXECUTED ON BEHALF OF
THE COMPANY BY:**

**EXECUTED ON BEHALF OF
THE UNION BY:**

LETTERS OF UNDERSTANDING

Between

LDM Foods Yorkton

And

**Local Union 2067, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

Averaging of Hours Permits

Within thirty (30) days of the ratification of this Agreement, the Union and the Company shall file a joint request to the federal HRSDC to confirm the current work averaging arrangements, thereby replacing the current work permits that were implemented before the Union was certified. Unless both parties agree, there shall be no changes to the current work averaging arrangements. However, either party is free to suggest improvements for the other party to consider within this thirty (30) day period.

**EXECUTED ON BEHALF OF
THE COMPANY BY:**

**EXECUTED ON BEHALF OF
THE UNION BY:**

SCHEDULE "A" – WAGES

EFFECTIVE JANUARY 1, 2011

Job Title	Start	Top Rate					
Labourer	\$15.00						
Material Handler	\$16.50	\$18.50					
Grader	\$19.00	\$22.00					
Process Ops.	\$21.00	\$25.00					
Lab Tech	\$21.50	\$24.50					
Maint. Pl.	\$24.00	\$25.00					

Job Title	Start	Top Rate		Start	Top Rate
Maint Tech 1	\$19.00	\$20.00	Yr 1 apprent.	\$20.00	\$21.00
Maint Tech 2	\$21.00	\$22.00	Yr 2 apprent.	\$22.00	\$23.00
Maint Tech 3	\$23.00	\$24.50	Yr 3 apprent.	\$25.00	\$26.00
Maint Tech 4	\$25.00	\$26.50	Yr 4 apprent.	\$27.00	\$28.00
Journeyman (Millwright)	\$28.50	\$29.50			

Job Title	Start	Top Rate				
Power Engineer 3 rd class	\$31.00	\$33.00				
Power Engineer 2 nd class	\$35.00	\$38.00				

Salary increments will be as follows: Employee placement on the grid is at the start rate or \$0.50 per hour increase, whichever is the greater amount from the employee's current rate (however, no employee will be placed above the top rate). This payment will be retroactive to January 1, 2011 for all hours worked by employees employed as of the date of ratification.

Those employees at top rates get 3% per year for each year on July 1 (2011, 2012, & 2013) until the expiry of the collective agreement on June 30, 2014. Those not at the top rate get \$1.25 per hour increase* on July 1, 2011 (note: this is two increases in 2011) and \$1.25* each July 1st thereafter (*or the top rate, whichever is less) until they reach top rate.

New employees hired after the date of ratification (DOR) will progress through the rates at \$1.25 per year (on each July 1) until they reach top rates.

SCHEDULE "A" – WAGES

EFFECTIVE JULY 1, 2011

Job Title	Start	Top Rate					
Labourer	\$15.00						
Material Handler	\$16.50	\$19.06					
Grader	\$19.00	\$23.69					
Process Ops.	\$21.00	\$25.75					
Lab Tech	\$21.50	\$25.24					
Maint. Pl.	\$24.00	\$25.75					

Job Title	Start	Top Rate		Start	Top Rate
Maint Tech 1	\$19.00	\$20.60	Yr 1 apprent.	\$20.00	\$21.63
Maint Tech 2	\$21.00	\$22.66	Yr 2 apprent.	\$22.00	\$23.69
Maint Tech 3	\$23.00	\$25.24	Yr 3 apprent.	\$25.00	\$26.78
Maint Tech 4	\$25.00	\$27.30	Yr 4 apprent.	\$27.00	\$28.84
Journeyman (Millwright)	\$28.50	\$30.39			

Job Title	Start	Top Rate				
Power Engineer 3 rd class	\$31.00	\$33.99				
Power Engineer 2 nd class	\$35.00	\$39.14				

SCHEDULE “A” – WAGES

EFFECTIVE JULY 1, 2012

Job Title	Start	Top Rate					
Labourer	\$15.00						
Material Handler	\$16.50	\$19.63					
Grader	\$19.00	\$24.40					
Process Ops.	\$21.00	\$26.52					
Lab Tech	\$21.50	\$25.99					
Maint. Pl.	\$24.00	\$26.52					

Job Title	Start	Top Rate		Start	Top Rate
Maint Tech 1	\$19.00	\$25.72	Yr 1 apprent.	\$20.00	\$26.78
Maint Tech 2	\$21.00	\$27.84	Yr 2 apprent.	\$22.00	\$28.90
Maint Tech 3	\$23.00	\$30.49	Yr 3 apprent.	\$25.00	\$32.08
Maint Tech 4	\$25.00	\$32.61	Yr 4 apprent.	\$27.00	\$34.21
Journeyman (Millwright)	\$28.50	\$35.80			

Job Title	Start	Top Rate				
Power Engineer 3 rd class	\$31.00	\$35.01				
Power Engineer 2 nd class	\$35.00	\$40.31				

SCHEDULE "A" – WAGES

EFFECTIVE JULY 1, 2013

Job Title	Start	Top Rate					
Labourer	\$15.00						
Material Handler	\$16.50	\$20.22					
Grader	\$19.00	\$25.13					
Process Ops.	\$21.00	\$27.32					
Lab Tech	\$21.50	\$26.77					
Maint. Pl.	\$24.00	\$27.32					

Job Title	Start	Top Rate		Start	Top Rate
Maint Tech 1	\$19.00	\$26.49	Yr 1 apprent.	\$20.00	\$27.58
Maint Tech 2	\$21.00	\$28.67	Yr 2 apprent.	\$22.00	\$29.77
Maint Tech 3	\$23.00	\$31.40	Yr 3 apprent.	\$25.00	\$33.04
Maint Tech 4	\$25.00	\$33.59	Yr 4 apprent.	\$27.00	\$35.24
Journeyman (Millwright)	\$28.50	\$36.87			

Job Title	Start	Top Rate				
Power Engineer 3 rd class	\$31.00	\$36.06				
Power Engineer 2 nd class	\$35.00	\$41.52				