

SIGNED COPY

1st

| | | | |
|-------------------|---------|----|----|
| SOURCE | Company | | |
| EFF. | 01 | 06 | 84 |
| TERM. | 31 | 03 | 86 |
| No. OF EMPLOYEES | 125 | | |
| NOMBRE D'EMPLOYÉS | | | |

THIS AGREEMENT entered into as of the 1st day of June, 1984

BETWEEN:

CANADIAN DRESSED MEATS (LETHBRIDGE) LIMITED, *DIV. OF BUNANS FOODS*

LETHBRIDGE, ALBERTA

hereinafter called "the Company"

(403)

328-1756

and

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION

LOCAL 740P

affiliated with the A.F.L. - C.I.O. and the Canadian Labour Congress (C.L.C.) on behalf of its Local Unions hereinafter named, and herein called "the Union".

In consideration of the mutual covenants herein contained the parties hereto agree each with the other as follows:

0029401

RECOGNITION

The Company recognizes the Union as the exclusive bargaining agency.

The Company will not bargain collectively with any other labour organization affecting employees in the bargaining unit.

ARTICLE 1 - Purposes

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to provide an amicable method of settling any grievances or differences which might possibly arise; to promote the mutual interests of the employer and the employees. The Company and the employees jointly recognize the continuing need for maintaining efficient production in the packinghouse industry at all times and the necessity of rendering efficient service to the producers and consumers and realizing their mutual responsibility pledge full cooperation to that end.

ARTICLE 2 - Bargaining Unit

2.1 The bargaining unit is comprised of all the employees on the plant payroll, as distinguished from the office payroll, with the exception of:

- (a) Watchmen.**
- (b) Assistant foremen and those above the rank of assistant foreman.**
- (c) Employees represented by any certified bargaining agent other than the Union.**

Article 2 - Bargaining Unit - (Cont'd)

2.2 It is generally the practice of the Company to have work within the plant performed by employees of the Company. However, because of reasons such as the availability of skilled employees, complexity of the work, the cost of equipment required to do the work in relation to its use, the scope of the work, the duration and frequency of the work, the cost to have the work performed by employees as compared to other alternatives, it may become necessary to have the work within the plant performed by outside contractors.

Where outside contractors perform work within the plant and such work represents a material change in practice creating an adverse effect on present employees of a group affected by such material change in practice, the matter may be processed as a grievance under Article 4 of this Agreement. Should the grievance be referred to an arbitration board as provided under Article 18, the arbitration board will consider the reasons mentioned in the first paragraph of this section in its determination of the use by the Company of such outside contractors and where the arbitration board determines that the use of such outside contractors does create such an adverse effect, the Company will, within a reasonable period, either discontinue the work or have it performed by employees.

The foregoing shall not apply to the cafeteria, country deliveries, construction and installation work.

The Company may introduce work utilizing Company employees on a trial or test basis. If the result of such an experiment indicates that, for reasons set out in the first paragraph of this section, the work should be transferred to an outside contractor this shall not be construed as being a change in general practice.

Article 2 - Bargaining Unit - (Cont'd)

2.3 The Company agrees that:

1. Foremen and those above the rank of foreman, and
2. Unless otherwise mutually agreed, an assistant foreman appointed to a newly created assistant foreman position on or after October 28, 1966

shall not assume duties that are normally performed by hourly paid employees except where such duties are limited to occasional work, negligible in amount, but such a foreman or assistant foreman shall in no way be restricted from work which:

- (a) is of confidential clerical nature.
- (b) is for the purpose of instruction, experimentation, demonstration, investigation, replacement of an employee absent from his job during the day, sharpening knives, coping with an emergency. An emergency as herein contained shall not be construed as including work resulting from additional volume.
- (c) is to overcome production difficulties caused by the absence of an employee. In such cases the Company will advise the Union as to the absence of the employee and will obtain a suitable replacement within one-half ($\frac{1}{2}$) day.

ARTICLE 3 - Management

The Union recognizes the sole right of the Company to manage the plant and direct the work of the employees including the right to hire, promote, demote, suspend, discharge for cause, lay-off, assign to jobs and shifts, transfer employees from department to department; increase or decrease the working forces, determine the products to be handled, processed or manufactured; the schedule of production and the methods, processes and means of production and the handling of same. The Company shall not discriminate against present and prospective employees whether or not they are members of the Union. This Article shall not be used for the purpose of avoiding the effect of the other provisions of this Agreement.

ARTICLE 4 - Grievance Procedure

4.1 Should any difference arise under this Agreement between the Company and the employee members of the Union it shall be settled by the following method, each step to be taken progressively without delay unless the difference has been settled in an earlier step:

FIRST the employee or the steward of the department or both, shall take the question up with his foreman. In respect to any settlement effected by the employee without the steward, the steward may reopen the question by discussing same with the employee and the foreman. Grievances may be submitted in writing if either party considers it necessary. If the question is not settled by the end of the next work day; then

SECOND the Chief Steward, or his designated representative both of whom shall be employees of the Company and members of the bargaining unit as defined under Article 2, with or without the steward of the department, shall present the question in writing to the Plant Superintendent, or in his absence the Company's designated representative. If the question is not settled by the end of the next two (2) working days; then

THIRD within five (5) working days the question shall be presented in writing to the plant management by the Grievance Committee of the Union which may be accompanied by a full time staff member of the Union (not necessarily an employee), a decision to be rendered within five (5) working days of the date of discussion.

The wording of grievances may be changed or amended for the purpose of clarification at any time up to and including the third step of the grievance procedure.

Article 4 - Grievance Procedure - (Cont'd)

Section 4.1 - (Cont'd)

FOURTH If the difference remains unresolved, then within one (1) calendar month of the date of decision under the third step of the grievance procedure, and the grievance remaining outstanding, measures shall be taken under the procedure as outlined in Article 18 hereof.

For the purpose of this section the term "working days" shall not include Saturday, Sunday or any paid holiday referred to in Schedule "B".

4.2 The Grievance Committee, comprised of regular employees of the Company who have attained seniority, shall be elected by the Union, and the Company shall be kept informed of the personnel of that committee. The number of employees on the Grievance Committee at the plant shall not exceed three (3).

4.3 It is understood and agreed that the time limits set out in Article 4 may be extended as agreed between the parties provided such agreement is in writing and signed by both parties.

4.4 The employee may be present if he so desires in any of the steps outlined in Section 1 hereof. Where the grievor is on a shift differing from that in which the grievance meeting is held he will be paid, along with the Grievance Committee, at his regular job rate for time spent with plant management at such grievance meeting.

4.5 When a decision is reached under any one of the methods outlined in Section 4.1, immediately preceding, such decision shall be final and binding and shall be

Article 4 - Grievance Procedure - (Cont'd)

Section 4.5 - (Cont'd)

retroactive to the date of the original submission in writing unless otherwise directed in such decision. If the grievance affects a rate of pay it shall be retroactive to the date it was first submitted in writing, or if the cause of such grievance arose prior thereto then the adjustment will be made retroactively to the date the error was made or such other period as may be agreed upon.

4.6 Except as provided under the first paragraph of Article 10, section 1 if an employee deems he has been unjustly suspended, unjustly discharged or unjustly laid off from the service of the Company, he shall submit his difference in writing through the Grievance Committee of the Union within five (5) working days after date of separation, and the difference will be considered commencing at the second step of Section 1 of this Article. In the event of such employee being reinstated, he shall be paid for this period during which he has not worked as if he had not been suspended, discharged or laid off, subject to such adjustment as the settlement may determine.

4.7 Should any difference arise between the Company and the Union as to the meaning and application of the provisions of the Agreement, the question shall be taken up commencing at the third step of Section 1 hereof.

4.8 Pending settlement of a difference as outlined in Section 1 and 7 hereof, an aggrieved employee shall perform the duties assigned to him by the person in charge of the department, provided however, where such duties involve a transfer reasonable consideration shall be given to ability and in the case of an immediate transfer, extreme changes in temperature. Where an employee has a question concerning his

Article 4 - Grievance Procedure - (Cont'd)

Section 4.8 - (Cont'd)

transfer and the department Steward is not available for consultation, he will register the question with the foreman. The foreman will arrange to have the department Steward discuss the matter with the employee within one (1) hour of such transfer.

4.9 Shop stewards and assistant shop stewards, all of whom shall be regular employees of the Company who have attained seniority, the number to be decided by negotiation between the Union and the Company, shall be elected by the Union and recognized by the Company. A list of all such stewards stating the department or groups each represents shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in this list. The assistant shop steward will act only when the shop steward is absent from the plant.

4.10 Before a steward, or an executive officer, (or a member of the Grievance Committee in case the grievance has reached the third step) leaves his job or his department he shall first notify the person in charge of that department of the difference he wishes to investigate or process and shall then, within one (1) hour, be granted permission to leave. Should the Steward or executive officer of the Union go into any department he shall first report to the person in charge of that department, provided he is available, giving the difference he wishes to investigate or process.

4.11 If an employee is being interviewed privately by his foreman about a matter that could result in his discharge or suspension he may, if he desires, request that his department steward be present as a witness. If such interview is conducted by the Superintendent, or in his absence the Company's designated representative, the employee

Article 4 - Grievance Procedure - (Cont'd)

Section 4.11 - (Cont'd)

may request the presence of the Chief Steward, or his designated representative, or the Assistance Chief Steward, or his department Steward as a witness. If the employee in question is the department steward then he may request the presence of the Chief Steward or the President of the Local Union as the witness.

If an employee is discharged, suspended or issued a written reprimand, the Company shall notify the Union in writing within two (2) working days stating the reason for such discharge, suspension or reprimand.

4.12 No Cessation of Work. There shall be no strikes, or lockouts during the term of this Agreement and thereafter while negotiations are under way for a renewal or extension thereof, and the Union and its members shall not during the aforementioned period authorize, call, encourage, support or take part in any strike, walkout, stoppage, slowing down or other cessation of work in or on the Company's plant or property which shall in any way affect the operations of the Company.

The Union agrees that no strike vote of the members of the Local Union will be taken during the term of this Agreement.

The Union agrees that no strike vote of the members will be taken during the course of negotiations with the Company for renewal or extension of the Agreement until an attempt has been made in good faith to settle any differences arising in such negotiations by conciliation or some other form of mediation.

ARTICLE 5 - Union Security

5.1 Any employee who on the date hereof was a member of the Union in good standing or who becomes a member after that date shall maintain such membership as a condition of employment.

5.2 A new employee shall become a member of the Union within thirty (30) calendar days following his date of hire. The Company agrees to obtain applications for membership in the Union at time of hire from such employees and membership in the Union will be granted within thirty (30) calendar days.

5.3 Employee Union members shall be considered to have maintained membership in the Union in good standing so long as they pay the regular Union dues, initiation fees and special assessments uniformly required of all members of the Local Union.

5.4 No employee shall be subjected to any penalties against his application for membership or for reinstatement as a member of the Union, nor shall any discrimination of any kind whatever be practiced or permitted with respect to employees who are or who become members of the Union.

ARTICLE 6 - Check-off

6.1 The Company agrees to deduct the monthly Union dues from each employee's pay on his first pay day in each calendar month during the term of this Agreement and in the case of a newly hired employee, on the first pay day in the month next following date of hire.

Article 6 - Check-off - (Cont'd)

Section 6.1 - (Cont'd)

Twice the regular monthly Union dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the check-off immediately preceding.

6.2 Upon receipt of written authorization signed by the employee, the Company will deduct the initiation fee from the pay of employees joining the Union and such deduction will be made from the employee's pay in the payroll week next following the week in which such authorization form is received by the Company.

6.3 The Company will deduct a special assessment uniformly required of all members of the Union and such deduction shall be made from the employee's pay commencing on his first pay day next following the date on which notice of such authorization is received from the Union.

6.4 The Union shall advise the Company in writing of the amount of the initiation fee, dues and assessments authorized by the employees in keeping with the Constitution and By-Laws of the Union.

6.5 The Company will transmit the total amount so deducted from all such employees to the Financial Secretary of the Union on or before the 5th day of the following calendar month.

ARTICLE 7 - Wages7.1 **Labour rates and Schedule of Grades.****(a) Labour rates**

On June 1st, 1984, the labour rate shall be \$11.99.

(b) Schedule of Grades

The Schedule of Grades in effect on June 1st, 1984 shall be as follows:

| Cents Per Hour Above the Labour Grade | | | | | |
|--|------|----|--------|----|--------|
| 0 | 0¢ | 14 | \$1.12 | 28 | \$2.24 |
| 1 | 8 | 15 | 1.20 | 29 | 2.32 |
| 2 | 16 | 16 | 1.28 | 30 | 2.40 |
| 3 | 24 | 17 | 1.36 | 31 | 2.48 |
| 4 | 32 | 18 | 1.44 | 32 | 2.56 |
| 5 | 40 | 19 | 1.52 | 33 | 2.64 |
| 6 | 48 | 20 | 1.60 | 34 | 2.72 |
| 7 | 56 | 21 | 1.68 | 35 | 2.80 |
| 8 | 64 | 22 | 1.76 | 36 | 2.88 |
| 9 | 72 | 23 | 1.84 | 37 | 2.96 |
| 10 | 80 | 24 | 1.92 | 38 | 3.04 |
| 11 | 88 | 25 | 2.00 | 39 | 3.12 |
| 12 | 96 | 26 | 2.08 | 40 | 3.20 |
| 13 | 1.04 | 27 | 2.16 | 41 | 3.28 |

7.2 **Grade for New or Changed Job.** The Company will establish the grade for a new or changed job by comparing the job with similar jobs already contained in the Schedule of Grades. If there is no comparable job included in the Burns Schedule of Grades, the Company will in the establishment of the grade consider rates paid for the same or similar jobs in other meat processing plants.

Article 7 - Wages - (Cont'd)

Section 7.2 - (Cont'd)

The Plant Superintendent will send written advice of the established grade to the Chief Steward of the Local Union.

Within fifteen (15) calendar days of notification described in the preceding paragraph, and upon objection by the Local Union to the newly established grade, the Superintendent will discuss the matter with the Local Union President and/or Chief Steward. If the matter is not settled within fifteen (15) calendar days after such discussion it will be referred in writing for further review, such written notice to contain a submission in support of the objection to the newly established grade.

If the matter is not settled within fifteen (15) calendar days from the date of written notice, the parties shall appoint a qualified consultant in Job Evaluation to determine the grade and his decision shall be final and binding. The expense of such consultant will be shared equally by the Company and the Union.

If the parties cannot agree on the appointment of a qualified consultant in Job Evaluation then proceedings will be taken under the fourth step of Article 4. In assessing the grade established by the Company for the new or changed job, the arbitration board shall consider the factors set out in the first paragraph of this section in reaching its decision.

7.3 **Application of Rates.** Provisions respecting the application of rates are set out in Schedule "A" attached hereto and form part of this Agreement.

ARTICLE 8 - Hours of Work

Provisions in respect to the hours of work are set out in Schedule "B" attached hereto and form part of this Agreement, and shall remain in effect for the term of this Agreement.

ARTICLE 9 - 37 Hours Pay Guarantee

9.1 Based upon the present prevailing hours of work, as outlined in Schedule "B" hereof, if a regular employee's weekly earnings, excluding overtime, night premium and knife sharpening bonus, do not amount to the equivalent of thirty-seven (37) hours pay at his job rate, hereinafter called the "guaranteed payment", the Company shall make up the difference subject to the following provisions:

- (a) The provisions of this Article 9 shall not apply to:
 - (i) employees hired on a casual basis for such work as cured hide take-up, snow shovellers, wreckers, and
 - (ii) employees discharged for cause, suspended, or voluntarily leaving the service of the Company.
- (b) Overtime payments made to an employee under Section 2 of Schedule "B" of this Collective Agreement shall not be deemed to be "overtime" for the purposes of Article 9 subsection 1.
- (c) The guaranteed payment shall be reduced one quarter ($\frac{1}{4}$) hour for each quarter hour or fraction thereof an employee is absent from work during scheduled working hours.
- (d) For purposes of the 37 hours pay guarantee, if an employee does not perform the work assigned to him the guaranteed payment for the payroll week in which such absence occurs shall be reduced by the number of hours he missed.
- (e) An employee who is employed after the first of the plant week shall be guaranteed, for such week, that fraction of the guaranteed payment which the normal hours remaining of the plant week is of forty (40) hours.

Article 9 - 37 Hours Pay Guarantee - (Cont'd)

Section 9.1 - (Cont'd)

- (f) **Employees on lay-off notice shall be entitled to their guaranteed payment for the week in which notice is given, and should the notice extend into a subsequent week then the guaranteed payment for such week shall be that fraction of thirty-seven (37) hours pay which the normal hours for those days of the notice occurring in such week is of forty (40).**
- (g) **Where the observance of a holiday other than any of the stipulated Paid Holidays, leaves less than thirty-seven (37) scheduled hours in the payroll week, the guaranteed payment shall be the number of scheduled hours available for work.**
- (h) **If only part of the employees in any gang receiving guarantee pay can be used on other work, they shall be entitled to any guarantee pay due their gang, plus whatever they earn on the other work, provided they have been present each work day and worked all hours as ordered.**

9.2 **In order to meet the demands of the business in filling rush orders, the Company may hire part-time workers excluded from the provisions of this Article for work of twenty-four (24) hours or less in a payroll week provided the Union is notified when such part-time workers are hired. In the event there is a person with seniority on lay-off, he will be given the first opportunity for such part-time work provided he has the necessary qualifications to perform such work. Part-time workers will be the first to be laid off in the event of a general lay-off occurring in the plant.**

9.3 **Subject to other provisions of this Article 9, in a payroll week containing a recognized paid holiday or holidays the "guaranteed payment" shall be the employee's job rate multiplied by hours as follows:**

Hours set out in Schedule "C" less three (3) hours for days apart from recognized Paid Holidays plus eight (8) hours for each such holiday in that week.

ARTICLE 10 - Seniority

10.1 Seniority is defined as the length of an employee's service with the Company determined by inclusion on the plant payroll, referred to herein as "plant work", provided however, that an employee will be on probation and not subject to the seniority provisions contained herein, until he has completed fifty (50) scheduled days of employment, on plant work, within a consecutive nine (9) month period and has received pay for each such day at least equal to the minimum provided under Schedule "B", section 10 hereof. Until a probationary employee has acquired seniority, he may be separated from the Company's employ at any time without reference to the grievance procedure and the Company shall be under no obligation to rehire. Upon completion of such probationary period the employee's name will be placed on the seniority list. An employee's service shall be calculated as the elapsed time from the date he was first employed on plant work, unless his seniority was broken, in which event the calculation shall be from the date he returned to plant work following the last break in seniority, subject to the following:

- (a) continuous service with the Company in any capacity prior to September 2, 1948, will be included in establishing an employee's seniority date.
- (b) service in the capacity of foreman or assistant foreman prior to November 1, 1966, will be included in establishing an employee's seniority date.
- (c) an employee returning to plant work from another part of the Company's service will be credited with his previous service in plant work, notwithstanding any of the provisions of the Article relating to seniority.
- (d) On April 1st each year, the Company will issue a seniority list showing those persons who have attained seniority. The list shall be posted in conspicuous places throughout the plant, and a copy delivered to the Chief Steward, stewards and three (3) local officers at the plant, with a supplementary correction list each three (3) months thereafter. When an employee completes the probationary period and attains seniority, as defined under section 1 of this Article, the Union will be advised by the end of the payroll week next following.

Article 10 - Seniority - (Cont'd)

10.2 The seniority of an employee shall be considered broken, all rights forfeited and there is no obligation to rehire when he:

- (a) voluntarily leaves the service of the Company or is discharged for cause; or
- (b) fails to return to work when called, or cannot be located after a reasonable effort on the part of the Company. A registered letter directed to his last known address with a copy to the Union, shall constitute reasonable effort on the part of the Company. The employee shall within five (5) working days (if the address is in the city in which the plant is located) or seven (7) days (if the address is outside the city in which the plant is located) of the date of such notice notify the Company with respect thereto, and in such event the employee shall return to work within a reasonable time to be determined by the Company and the Union.

(This clause shall not apply to work of a temporary nature of less than ten (10) days duration.)

In cases where it is necessary to secure workers in less time than the required notice the Company, if unable to make contact with the senior eligible employee, may recall the next senior employee, and so on down the list, until the vacancies are filled. However, should the senior employee subsequently report within the required time he shall be given the work for which the next senior employee was recalled; or

- (c) has been on lay-off for a period longer than the time allowed in the following schedule:

| <u>Length of Seniority at Date of Lay-off</u> | <u>Length of Allowable Time Off Company Payroll</u> |
|---|---|
| Less than two years | Equivalent to length of service with a minimum of 6 months |
| Over two years | 2 years |

10.3 If an employee is absent from work because of accident or sickness he shall accumulate seniority while off work, up to the time limits set out under Article 10, section 2, sub-section (c), except that an employee with two or more years service shall accumulate seniority for a period equivalent to his length of service up to a maximum of

Article 10 - Seniority - (Cont'd)

Section 10.3 - (Cont'd)

four years, and shall be returned to the job previously held or to a job carrying a rate equal to that previously held subject to seniority providing he can perform the required work satisfactorily. If the employee would not otherwise have retained his previous job and is not placed on a job carrying an equal rate of pay, he shall, subject to seniority be placed on a job he can satisfactorily perform Application for reinstatement after the expiry of the allowable period shall be considered on its merits.

10.4 It will be the responsibility of each employee to keep the Company and the Union advised at all times of his current address and telephone number, either temporary or permanent.

ARTICLE 11 - Transfers

11.1 **Permanent Transfer.**

When an employee has been transferred out of a department, he may within thirty (30) days prior to the expiration of four (4) months from date of transfer, signify in writing to the Superintendent that he wishes to return to the original department. When a vacancy occurs in the original department, the senior employee who has signified his wish will be returned.

11.2 **Temporary Transfer.** When a temporary transfer is made from one department to another or to an off shift from within the same department, the Company will transfer

Article 11 - Transfers - (Cont'd)

Section 11.2 - (Cont'd)

the employee with the least seniority, always having regard to the requirements of the business and the ability of the employee to do the required work satisfactorily.

Where an employee is permanently transferred to another department and is consistently thereafter returned temporarily to perform the job in his previous department because of his qualifications to perform the work, he may express his dissatisfaction with such transfers and the Company will, subject to seniority, make a reasonable effort to obtain a replacement who can satisfactorily perform the work or train another employee who possesses suitable qualifications and can qualify within a reasonable period for such temporary transfer.

11.3 Written applications submitted to the Superintendent, on the appropriate form a copy of which shall go to the Union, will be accepted from employees with six (6) months seniority, who are regularly employed on the night shift, indicating their desire to transfer to work on the day shift, or from employees regularly employed on the day shift, indicating their desire to transfer to work on the night shift, so that employees applying can be considered along with other senior employees who have suitable qualifications. When a suitable opening arises, consideration of transfer will be based on seniority for applications that have been on file for one (1) month or more, always having regard to the ability of the employee to perform the available work and the requirements of the Company to conduct its operations in an efficient and orderly manner.

ARTICLE 12 - Promotion and Job Posting

12.1 Promotion within the bargaining unit shall be based on ability, merit and seniority. Ability and merit being sufficient, seniority shall prevail. Employees accepting promotion will be allowed a reasonable time in which to qualify. The attached Memorandum shall apply.

12.2 Notwithstanding the foregoing provisions of this Article 12 and of Article 11, two lists of jobs shall be created, through consultation between management and the local Union and will be designated as jobs which are not to be filled in accordance with the provisions of Articles 11 and 12. If such persons are available such jobs will be filled as follows:

- (a) The first list. Jobs will be filled by employees who can perform them satisfactorily and who are unable to perform their regular duties.
- (b) The second list. Jobs will be filled by employees who can perform them satisfactorily and who are temporarily unable to perform their regular duties due to a temporary disability. An employee accommodated under this provision will return to his regular job when physically able.

The lists of such jobs may be altered from time to time by agreement between the Company and the Union.

12.3 The provisions of Article 12, section 1, shall not apply in the appointment of group leaders as defined under Schedule "A" 10.

ARTICLE 13 - Leave of Absence

13.1 Leave of absence will be granted to an employee member of the Union who has given one week's notice to the Company that he requires leave of absence on account of his election or appointment to a full time position with the Union, limited however, unless otherwise agreed between the parties, to two employees. Such leave shall not

Article 13 - Leave of Absence - (Cont'd)

Section 13.3 - (Cont'd)

exceed the term of this Agreement, but upon application of such employee, the leave shall be renewed. Such employee shall not accumulate seniority while on leave of absence, and upon his return to the Company's employ his seniority date shall be adjusted accordingly.

13.2 Employees chosen by the Union to attend to Union business outside the plant shall be granted leave of absence not exceeding sixty (60) days providing that the absence of each such employee shall not unreasonably affect the operation of his department. Such leave will be extended up to a maximum of a further thirty (30) days upon reapplication by the employee. Seniority shall continue to accumulate during such period of leave of absence.

Unless otherwise agreed, the maximum number of employees permitted on leave of absence at any one time will be three (3) employees.

13.3 Leave of absence may be granted to an employee by the Company for good and sufficient reason upon application by the employee provided the granting of such leave does not interfere with the requirements of the business. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the Company, and if the leave is granted by the Company, it shall be confirmed in writing and a copy thereof sent to the secretary of the Union. Seniority shall accumulate through periods of such leave of absence. The Union will be advised of the final disposition of all written applications for leave of absence.

Article 13 - Leave of Absence - (Cont'd)

13.4 An employee with six (6) months seniority who applies for leave of absence before the sixth month of pregnancy shall be granted leave up to six (6) months commencing at least three (3) months prior to confinement and extending at least six (6) weeks after confinement. Immediately prior to the expiration of such leave of absence, the employee may signify in writing, supported by a doctor's certificate of physical fitness, that she wishes to return to work, and in such case she will be reinstated within one (1) month provided she has the necessary seniority and is able to perform the required work satisfactorily. Seniority shall accumulate through periods of such leave of absence.

ARTICLE 14 - Lay-off and Rehire

14.1 An employee with seniority may not be laid off unless it is found that there is no job available for which such employee is qualified. The Superintendent shall decide as to the availability of a job and the qualifications of an employee, subject to the right of appeal by the Union under the provisions of the Grievance Procedure.

14.2 In the event of reduction of staff and rehiring of employees seniority shall apply, provided the employee with the greater amount of seniority can satisfactorily perform the job he is assigned to, or can learn the job within a reasonable time. However, in the rehiring of employees if the job is one requiring immediate qualifications then the Company may recall the senior employee possessing the necessary qualifications.

14.3 The Company shall advise the Union when a lay-off is about to occur and shall on the day of issuance of lay-off notice give the Union a list indicating the name and

Article 14 - Lay-off and Rehire - (Cont'd)

Section 14.3 - (Cont'd)

department of all employees affected. Similarly the Company shall on the day of rehire give the Union a list of all those employees to be rehired. Likewise the Union will also be advised of all deletions or additions to the bargaining unit payroll, in writing, on a monthly basis.

14.4 In the case of lay-off employees shall be given one (1) working day's notice for every completed six (6) months seniority, with a maximum notice of five (5) working days and with a minimum notice of two (2) working days. If the Company determines that additional work is available at the time any lay-off notice is to become effective, the lay-off notice shall be extended to senior employees then on lay-off notice provided they have the necessary qualifications to perform the required work satisfactorily. If the extension of the lay-off notice exceeds seven (7) working days, it will be cancelled.

In the case of recall of an employee for work of less than ten (10) days duration, the requirements in respect of notice of lay-off shall not apply provided the employee and the Union are given notice at the time of recall that such work is of a temporary nature. Employee shall be laid off from such work in order of seniority.

14.5 Employees whom the Company wishes to train for supervisory, technical or commercial positions outside of the bargaining unit may be retained in employment without being subject to the lay-off provision of the Agreement for a period of two (2) years. One (1) month's notice will be given to the Union before a selected employee becomes a trainee. The number of such employees at any one time shall not exceed 1% of the number of employees in the bargaining unit.

ARTICLE 15 - Vacations

15.1 Vacation for an employee hired after January 1st, 1969, shall be calculated to and in recognition of service ending with a cut-off date of April 1st each year, and such employee shall become entitled to his first vacation not exceeding one (1) week on April 1st in the calendar year next following the date he was hired. On each April 1st thereafter he shall become entitled to a regular annual vacation.

15.2 Vacation for those hired prior to January 1st, 1969, shall be calculated to and in recognition of service to the seniority anniversary date occurring in the calendar year of vacation which shall be referred to as the cut-off date, but this is not intended to limit regular annual vacations to the period after the seniority anniversary date.

15.3 The duration of the vacation shall be based on the length of seniority service on December 31st of the calendar year in which the vacation is to be granted, as follows:

| <u>Length of Seniority</u> | <u>Length of Vacation</u> |
|---------------------------------|---------------------------|
| 1 year and less than 5 years | 2 weeks |
| 5 years and less than 10 years | 3 weeks |
| 10 years and less than 20 years | 4 weeks |
| 20 years and less than 25 years | 5 weeks |
| 25 years and over | 6 weeks |

15.4 Each employee shall take his vacation during the calendar year in which he becomes entitled to it except as provided in section 15.6 of this Article. Vacations may be given at any time during the year subject to the demands of the business. The

Article 15 - Vacations - (Cont'd)

Section 15.4 - (Cont'd)

Company shall make every reasonable effort to meet the wishes of the employees in allocating vacation periods, preference being given to those with the greatest seniority.

15.5 Where an employee is entitled to four (4) or more weeks vacation, those weeks of vacation in excess of three (3) shall be taken at a time other than during the months of June to September inclusive.

15.6 An employee eligible for four (4) or more weeks of vacation may, by prior arrangement with his foreman, accumulate those weeks of vacation in excess of three (3) from year to year to be taken at a later time convenient to the Company, taking into account the wishes of the employee. Such accumulated vacations may be taken only as full weeks or multiples thereof.

15.7 Vacation pay shall be granted to an employee at the time he leaves on his vacation.

15.8 If one of the Paid Holidays stipulated in Schedule "B" hereof falls within the vacation period assigned to or chosen by an employee, the Company will, at the discretion of such employee;

- (a) Pay eight (8) hours pay at the employee's regular hourly rate for such Paid Holiday at the time the employee leaves on his vacation. This shall be in addition to vacation pay provided in Section 15.9 of this article, or**
- (b) If advised by the employee at least two (2) calendar weeks prior to his vacation period, grant the employee an alternate day off, with eight (8) hours pay at his regular hourly rate, in place of the Paid Holiday to be taken at a time mutually agreeable between the Company and the employee.**

Article 15 - Vacations - (Cont'd)

Section 15.8 - (Cont'd)

In the event the employee elects option (b) but does work on the day agreed upon as his alternate day off, it shall be considered as work performed on a Paid Holiday and the employee shall be paid in accordance with the provisions of Schedule "B" 10.

15.9 Vacation pay for each week of vacation for hourly rated employees shall be the basic weekly hours at the regular hourly rate pro-rated on the number of weeks of earnings for which vacation pay has not been granted in the twelve (12) months (for first vacation the full period of service) immediately preceding the cut-off date. Leave of absence not exceeding four (4) weeks shall be regarded as weeks of earnings. In the case of illness certified by a practicing physician or surgeon an employee, upon his return to the service of the Company, shall receive vacation credit due to illness up to four (4) weeks annually or such longer period as an employee may be entitled to receive Weekly Indemnity under the Sickness and Accident Plan. An employee upon his return to the service of the Company after a compensable accident shall be granted up to one year's vacation credits as if earnings had been received.

15.10 Except where otherwise provided by legislation an employee who is discharged for cause forfeits his vacation privileges accumulated since his last cut-off date, but in the case of an employee who leaves the service of the Company for reasons other than being discharged for cause, and he has had more than four (4) months service, he shall receive vacation pay up to the date of leaving calculated back to the last cut-off date for which he has already received vacation pay. (For an employee who leaves before his first cut-off date the calculation shall be made back to the date he was employed.) The

Article 15 - Vacations - (Cont'd)

Section 15.10 - (Cont'd)

employee may request the Company in writing to hold his vacation pay for a period of up to three (3) months but in no case shall such period extend beyond December 15th in the year of separation.

15.11 When an employee leaves the service at the normal retirement age before the cut-off date in that year, the period between retirement and the cut-off date shall be regarded as weeks of earnings for purposes of section 15.9 of this Article.

15.12 Where vacation with pay is greater under provincial legislation, it shall replace the foregoing.

15.13 When an employee is injured in a non-occupational accident or becomes sick while on vacation he can become eligible for the weekly indemnity benefit as set out in the Sickness and Accident Plan provided:

- (a) He deposits with the Company the vacation pay for the unexpired portion of his vacation.
- (b) He furnishes a certificate of medical attendance satisfactory to the Canada Life Assurance Company.
- (c) He takes the remainder of his vacation at a time granted later in the same calendar year.

In case of sickness, no payment (weekly indemnity or vacation pay) will be made during the waiting period prescribed in the Sickness and Accident Plan.

15.14 Where an employee returns to work due to an emergency while he is on vacation he will be entitled to the provisions of Schedule "B", Section 6 for each calendar day

Article 15 - Vacations - (Cont'd)

Section 15.14 - (Cont'd)

he reports to work, or alternatively he may arrange with his foreman to take an alternate day off for each such calendar day, during the same calendar year, at a time mutually agreeable to both the Company and the employee.

ARTICLE 16 - General

16.1 **Protective Services.** In the event of any strike, walkout or stoppage of work, the Union shall not do or permit to be done anything by any of its members to prevent powerhouse staff such as firemen, engineers, and an electrician from continuing all or any part of their regular duties in the service of the Company. Furthermore, the Union shall cooperate and assist the Company in taking reasonable precautions to protect perishable products, but such assistance shall only extend through such period as the Company does not attempt to restore regular production.

16.2 **Laundry.** The free laundry service for employees' work clothes shall be continued and the Company will make necessary repairs to such work clothes where they are of the overall apparel type available through the Company's stores department.

16.3 **Company Stores.** Working apparel and equipment purchased by employees at the Company's stores shall be sold at cost. Deductions for apparel or equipment purchased by a new employee shall be made out of the first two wage payments due such employee.

Article 16 - General - (Cont'd)

16.4 **Safety.** In order to provide safe and hygienic working conditions for all employees, the Company agrees that the minimum acceptable standard for the safety and health of its employees will be as provided in the Alberta health and safety legislation and accident prevention regulations.

The provisions for the safety committee shall be maintained as outlined in the Company safety policy. The Company shall provide safety equipment free of charge to employees whose work makes it desirable in the interest of safety to use such equipment. The employees shall use and assume responsibility for the reasonable care of all safety equipment supplied to them. In the event that such safety equipment is lost or is not returned on demand, the Company shall be entitled to deduct the cost of same from the employee's wages. It is understood that the said safety equipment shall not be deemed to include such personal necessities as overalls, or any other article which become the personal property of the employee.

The Company agrees to pay an allowance of twenty-five (25) dollars for leather work boots to all employees who:

- (a) have completed one or more years of continuous service on that date, and
- (b) are not now regularly being supplied with Rubber work boots by the Company

It is agreed that employees whose work occasionally required them to wear rubber boots will have same supplied by the Company in accordance with past practice.

The cost to the Company will be deducted from the employees annual boot allowance. The Company will continue its practice of supplying all rubber boots to employees at no cost to the employee.

Article 16 - General (Cont'd)

Section 16.4 - (Cont'd)

Employees with more than six (6) month's seniority who purchase safety footwear through the Company for use on the job, shall receive an allowance of up to nineteen (19) dollars towards such purchase. Employees with less than six (6) month's seniority who purchase such footwear shall be reimbursed up to nineteen (19) dollars towards such purchase on attainment of six (6) month's seniority. For a subsequent purchase, employees will again become eligible for this allowance one year from the date of their previous purchase under this provision.

16.5 Bulletin Boards. The Company shall designate bulletin boards for the use of the Union at conspicuous places throughout the plant. All bulletins shall be submitted to the management for approval before posting, save and except routine notices calling Union meetings posted by officers of the Union who are employees of the Company.

16.6 Masculine Gender. Except where specifically stated to the contrary or where the sense requires the contrary, use of the word "he", "him", or "his" in this Agreement shall be considered to also include the feminine gender.

16.7 Welfare Plans. The Pension and Life Insurance Plan, the Sickness and Accident Plan, the Dental Plan, the Vision Care Plan, the Hearing Aid Plan, the Long Term Disability Plan, and the Major Medical Plan will be amended as mutually agreed and remain in effect for the term of this Agreement.

16.8 Tools, Mechanical

Tradesmen of the Mechanical Department, with seniority, shall upon presentation of required tools broken on the job and worn out required tools, receive

Article 16 - General - (Cont'd)

Section 16.8 - (cont'd)

replacement cost of fifty-two (52) dollars per contract year per affected employee. Any unused portion of this allowance remaining at the end of a contract year, but not exceeding fifty-two (52) dollars will be carried over only into the following contract year.

16.9 Jury Duty & Subpeona Pay The Company shall continue to pay an employee for scheduled hours at his regular hourly rate for time he is away when summoned to appear or required to serve jury duty or when he has been served with a subpeona issued by the Crown to appear in a Court of Law. Within one (1) month of the employee's return to work he will reimburse the Company the full amount of any court fees received from the Government. It is understood that the employee will report to work during regular hours that he is not required to attend court and may be required to produce a certificate of service from the court office if requested by the Company.

16.10 Licences. The Company shall reimburse the employees for the renewal of necessary licences required in the performance of their duties.

16.11 Funeral. Where an employee is absent to attend the funeral of a sister, brother, husband, wife, son, daughter, grandfather, grandmother, grandchild, mother or mother-in-law, father or father-in-law he shall receive pay at his regular hourly rate for scheduled hours lost on three (3) scheduled days ending with the second day after the funeral.

16.12 Medical Aid. An employee, injured while performing his work, who leaves for medical aid arranged through the plant nurse or a Company official shall be paid the

Article 16 - General - (Cont'd)

Section 16.12 - (Cont'd)

difference between Workers Compensation benefits and pay for his scheduled hours lost:

- (a) on the day of the accident; and/or**
- (b) up to a maximum of three (3) subsequent absences occurring within six (6) calendar weeks of such accident.**

The foregoing provisions shall also apply to an employee injured while performing overtime work and in such case he shall be paid for the balance of those overtime hours he would have worked had he not been injured.

16.13 Clothing. Clothing specified under the present plan will be issued without charge to employees who have attained seniority and the Company will establish regulations in respect thereto. New employees will be charged a flat sixty (60) dollars for the purpose of purchasing the first two sets of clothing. Such clothing will include a pair of rubber boots.

Employees with more than six (6) months seniority, who purchase a quilted vest or liner through the Company for use on the job shall receive an allowance of up to sixteen (16) dollars towards such purchase. Employees with the less than six (6) months seniority who purchase such clothing shall be reimbursed up to sixteen (16) dollars towards such purchase on attainment of six (6) months of seniority. For a subsequent purchase employees will again become eligible for this allowance three (3) years from the date of their previous purchase under this provision. Laundering of such clothing shall be the responsibility of the employee.

ARTICLE 17 - Severance Pay

17.1 If the Company deems it necessary to close the plant or a substantial portion of the plant resulting in the permanent termination of service of employees therein, or where an employee is eligible under Article 19, notice at least equal to, but not in addition to, that provided in Article 14, section 4 hereof with minimum notice of one (1) month, shall be given to employees then on the payroll. The guaranteed payment as set out in Article 9 hereof shall apply during the period of such notice. A list of employees affected by the closure will be given to the Union concurrent with the issuance of notice.

17.2 Such employees whose service is permanently terminated because of such closure shall receive severance pay in accordance with the table set out in this Article, but no such payment will be made to:

- (a) except as provided under Article 19, an employee with less than one (1) year's seniority.
- (b) an employee granted retirement on pension.
- (c) an employee discharged for cause within the period of notice.
- (d) an employee who applies for a vacancy in another plant of the Company and is hired by that plant.
- (e) an employee who has been on lay-off under Article 14, section 4, for a period of thirty (30) calendar days or more prior to the date of notification of closure.

17.3 Severance pay shall not apply:

- (a) where close down results from Queen's enemies, insurrection, government action, atomic fallout, Acts of God or any other cause beyond the Company's control; or
- (b) where close down follows, or is caused through any strike, walkout, stoppage, slowing down or other cessation of work.

Article 17 - Severance Pay - (Cont'd)

17.4 When an employee receives severance pay, all his rights and privileges including seniority cease excepting his option rights under the Pension and Life Insurance Plan and the Sickness and Accident Plan in respect to termination of service.

17.5 Except as provided under Article 19, an employee with more than two (2) years seniority who receives notice that his service is to be terminated because of such closure may within the period of notice apply in writing for a vacancy in another plant of the Company and the Company will hold his severance pay in abeyance for a period of up to one (1) year.

Such applications will be considered on the basis of adaptability of the applicant for the available work and in order of seniority in the plant where closure occurs. If an applicant is employed by the Company in any of its plants he will not receive severance pay, but he will be:

- (a) granted the same seniority date he held in the plant where closure occurs for purposes of the Pension and Welfare Plans and for length of vacation as provided in the plant in which he is engaged, but not for selection of the annual vacation period.
- (b) credited with two (2) years seniority for other purposes.

17.6 The scale of severance pay shall be as follows:

| <u>Years of Completed Seniority at Closing Date</u> | <u>Amount</u> |
|---|---------------|
| 1 | \$ 380 |
| 2 | 380 |
| 3 | 580 |
| 4 | 780 |
| 5 | 980 |
| 6 | 1,180 |

Article 17 - Severance Pay - (Cont'd)

Section 17.6 - (Cont'd)

| <u>Years of Completed Seniority at Closing Date</u> | <u>Amount</u> |
|---|---------------|
| 7 | 1,380 |
| 8 | 1,580 |
| 9 | 1,780 |
| 10 | 1,980 |
| 11 | 2,320 |
| 12 | 2,660 |
| 13 | 3,000 |
| 14 | 3,340 |
| 15 | 3,680 |
| 16 | 4,020 |
| 17 | 4,360 |
| 18 | 4,700 |
| 19 | 5,040 |
| 20 | 5,380 |
| | 5,790 |
| I: | 6,200 |
| 23 | 6,610 |
| 24 | 7,020 |
| 25 | 7,430 |
| 26 | 7,840 |
| 27 | 8,250 |
| 28 | 8,660 |
| 29 | 9,070 |
| 30 | 9,480 |
| 31 | 9,925 |
| 32 | 10,370 |
| 33 | 10,815 |
| 34 | 11,260 |
| 35 | 11,705 |
| 36 | 12,150 |
| 37 | 12,595 |
| 38 | 13,040 |
| 39 | 13,485 |
| 40 | 13,930 |

Employees whose combined age and years of service, as set out above, total 65 will be entitled to a supplement of \$2,500 plus an additional \$125 for each year the combined total exceeds 65.

ARTICLE 18 - Arbitration

18.1 Any disagreement, grievance or dispute arising under this Agreement which is not settled to the satisfaction of either the Union or the Company under the provisions of Article 4 hereof, shall, upon the written notice of either party, be submitted to an Arbitration Board, provided the grievance involves the interpretation or alleged violation of any provision of this Agreement. The Arbitration Board shall consist of three (3) members, one of whom shall be nominated by the grieving party who will name its nominee to the board no later than one (1) calendar week from the date of written notice of its intent to arbitrate the grievance, and one by the other party who will name its nominee within another calendar week, and a Chairman to be selected by the two nominees no later than two (2) calendar weeks thereafter. In the event of failure of the two nominees to agree upon the selection of a Chairman, such Chairman, who will be someone other than a civil servant, shall be appointed as provided by the Alberta Labour Act.

18.2 The matters and things to be considered and the decision rendered by such Board shall be governed by the provisions of this Agreement.

18.3 It is agreed that neither the Company nor the Union will prevent the other party from referring a difference to arbitration to determine if the difference is arbitrable. A question of arbitrability need not be raised during the grievance procedure. If the Arbitration Board determines the grievance is arbitrable, the same Board shall then consider the grievance itself.

18.4 Decisions shall be determined by a majority of the members of the Board and such decision shall be final and binding on the parties hereto.

Article 18 - Arbitration - (Cont'd)

18.5 The Union and the Company shall pay the fees and expenses of their respective nominees and the fees and expenses of the Chairman shall be divided equally between the Company and the Union.

ARTICLE 19 - Methods and Improvements

19.1 The Company continually strives to improve methods and costs and in doing so will purchase and install new and improved equipment. If such an installation results in a material change which may cause the closing of a department or substantially reduce the number of employees in a department, the Company agrees to discuss changes contemplated and matters related to such changes at least thirty (30) days prior to implementation of the changes. If, solely because of such changes, an employee is transferred to other work within the plant, he will be entitled to provisions of Schedule "A" 7 and an employee with five (5) years or more seniority who cannot be placed within the plant will be eligible for provisions of Article 17, Severance Pay.

19.2 If an employee alleges that there has been an unreasonable increase in his work, the Union may request that the matter be reviewed with the Company. Representatives of the Local Union (not to exceed two) and, if desired, a full time staff representative of the Union may meet with Plant Management to discuss the facts of the case and endeavour to resolve the issue. The employee concerned may be present at these meetings if so desired by the employee or by either party.

ARTICLE 20 - Duration of Agreement

The term of this Agreement shall be from June 1, 1983 to March 31, 1986 and shall continue in force after March 31, 1986 on yearly basis, which in each instance of renewal shall be regarded as the term of the Agreement, until terminated by either party giving the other party not more than sixty (60) days, and not less than thirty (30) days, notice in writing prior to the expiration date. If amendments are contemplated by either party to become effective in the ensuing term the party proposing such amendments shall give notice in writing thereof to the other party not more than ninety (90) days and not less than sixty (60) days prior to March 31, 1986. During the period of negotiations this Agreement shall remain in force.

ARTICLE 21 - Application

The terms and conditions of this Agreement shall be effective at the commencement of the payroll week next following the date the Company receives notification from the Union that this Agreement has been ratified, except as otherwise specifically provided.

This Agreement is signed by the duly authorized officers of Local Union No. 740P U.F.C.W., and by the authorized local Operations Manager and Superintendent of the Company, as evidencing their agreement to and concurrence in its terms.

**CANADIAN DRESSED MEATS (LETHBRIDGE)
LIMITED, LETHBRIDGE, ALBERTA**

H. Lewis

E. B. Taylor

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 740P**

A. Leach

A. Leach

A. Leach

Date Signed: 7 JAN, 1986

SCHEDULE "A" - APPLICATION OF RATES

1. The term "grade" shall mean the rate set down for labour operations under the Company's schedule, provided however the following rates apply for the first twenty-four (24) months of earnings:

| | |
|--|-------------|
| Starting rate | \$ 9.00 |
| Upon completion of six (6) months | 9.60 |
| Upon completion of twelve (12) months | 10.20 |
| Upon completion of sixteen (16) months | 10.80 |
| Upon completion of twenty (20) months | 11.40 |
| Upon completion of twenty-four (24) months | Labour Rate |

Earnings referred to above means earnings at least equal to the guaranteed payment.

2. The term "job rate" shall mean the hourly rate determined by a combination of grades of work regularly performed by the employee, and the job rate shall be rounded off to correspond to the nearest grade after calculating as follows:

- (a) The two highest grades covering work regularly performed by the employee shall be used; the highest at the actual time worked and the second highest for the remainder of the time worked.
- (b) When an employee spends 50% or more of his time on the highest grade, then the highest grade shall become the job rate.

3. A new employee or a recalled employee shall receive the job rate for the work to which he is assigned when he becomes qualified but such qualifying period shall not be longer than six (6) weeks.

Schedule "A" - Application of Rates - (Cont'd)

4. Permanent Transfer. Form 300 shall indicate a permanent transfer and a copy of same shall be given to the Chief Steward immediately after the employee is advised. If an employee is transferred permanently to work where the job rate is higher, he shall receive the higher rate when he becomes qualified, but for purposes of application of rates such qualifying period shall not exceed six (6) consecutive weeks, after which the higher job rate shall apply. If an employee is permanently transferred to work where the job rate is lower, such lower rate shall start twelve (12) weeks, including lay-off, after the date of such transfer.

The twelve (12) week period set out in the foregoing paragraph shall be extended one (1) day for each day the employee is required to return temporarily to his previous higher rated work. Where the employee returns temporarily to his previous higher rated work for a period in excess of three (3) consecutive weeks, the twelve (12) week period set out in the foregoing paragraph will recommence when the employee is again transferred to the work where the job rate is lower.

5. Temporary Transfer. When an employee is required temporarily to fill a higher rated job he shall receive the higher rate provided however that such higher rate shall not be used as part of the job rate referred to in sections 2, 3, and 4 of this Article. The employee's regular job rate (Form 300) shall apply immediately such temporary assignment ceases. Form 301 shall indicate a temporary transfer and a copy of same shall be given to the department steward. Where an employee is kept on the same temporary assignment for a period of three (3) months the rate for such assignment shall be regarded as a permanent transfer under section 4 above.

Schedule "A" - Application of Rates - (Cont'd)

6. If an employee at his own request is transferred permanently from work where the job rate is higher, the lower rate shall prevail immediately upon transfer.

7. Where an employee is transferred to work where the job rate is lower as a direct result of the introduction of new equipment or where an employee remains on a job reduced in value following a technological change, his rate shall not be reduced for a period of three (3) years, including lay-off, provided the employee accepts all opportunities for transfer to work where the job rate is higher. In the application of rates or adjustment of grades such an employee will not be paid a rate greater than the rate paid at time of transfer except for reasons of a general wage increase after date of transfer.

At the expiry of the three (3) year period set out above, the amount of rate reduction shall be limited to two (2) grades. At twelve (12) month intervals thereafter, further reductions of a maximum of two (2) grades shall take place until the lower rate prevails.

8. An employee whose schedule calls for work to commence at any time other than between 6 a.m to 9 a.m inclusive shall receive a night shift premium of thirty (30) cents per hour for all hours worked between 4 p.m and 7 a.m, such premium to be continued for hours worked after 7 a.m where the employee was entitled to the premium for hours immediately before 7 a.m. Such premium shall not be a part of his regular hourly job rate.

9. For schedule hours worked between 12:01 a.m on Saturday and midnight on Sunday, an employee shall receive one and one-half (1½) times his regular hourly rate.

Schedule "A" - Application of Rates - (Cont'd)

Section 9 - (Cont'd)

The foregoing shall not apply for any hours on Saturday or Sunday for which overtime or Paid Holiday rates are paid.

Part-time workers and employees hired on a casual basis shall receive a premium of twenty (20) cents per hour for hours worked between 12:01 a.m and midnight on Saturday and thirty (30) cents per hour for hours worked between 12:01 a.m and midnight on Sunday. Such premium shall not be a part of an employee's regular hourly job rate. The premium shall not apply for any hours for which overtime rates are paid.

10. An employee in the Bargaining Unit designated by the Company as a group leader, a deputy of the foreman, shall receive five (5) cents above the highest rate actually paid to employees under his direction except in cases where the group leader is the highest rated man in which case five (5) cents shall be added to his job rate. The steward will be kept informed by the Company of employees under the direction of the group leader. It is agreed that a group leader shall not hire, lay-off, suspend, discharge or exercise other discipline, nor shall the group leader transfer employees to other departments unless he is directed to do so by a member of management. It is further understood and agreed that a group leader shall not be retained in his department under Article 11, section 2, solely because of his duties as a group leader.

11. In the case of an employee who has signified his wish to return to his original department under Article 11, section 1, but is prevented from returning solely because of the lack of a qualified replacement, he shall be paid the job rate to which he would be entitled in his original department or the rate he is paid on the date he is prevented from returning to his original department, whichever is greater.

SCHEDULE "B" - HOURS OF WORK

Schedule for Calculating Overtime

1. For the purpose of calculating if overtime is payable, the Company shall set out in Schedule "C" the hours of work, which may vary from department to department and between employees within a department. The hours set out in Schedule "C" shall total not more than eight (8) in any day or forty (40) for any payroll week, unless otherwise mutually agreed.

At the commencement of each year, but in any event no later than January 15th, the Company will provide the Union with copies of all current Schedule "C's". Further, any Schedule "C" revised as provided under Section 2, immediately following, will also be provided to the Union.

2. Schedule "C" may be changed from time to time as required to meet the needs of the business, but such changes shall not be made effective until seven (7) days notice has been given in the case of a gang, or twenty-four (24) hours notice in the case of individual employees. When an individual employee is required, before the expiry of the said twenty-four (24) hours notice, to work before or after his scheduled hours he shall receive overtime for such work. Similarly in the case of a gang when an employee is required, before the expiry of the said seven (7) days notice, to work before or after his scheduled hours he shall receive overtime for such work. Provided however, when the only change is that the starting time is set back by the Company to a later hour, such change shall not be regarded as a change in the scheduled hours under the provisions of this section 2 but overtime shall commence after the normal end of the shift. Changes contemplated in a gang schedule will be discussed with the Union before they are made and, where feasible contemplated changes in the schedule for any individual will also be discussed.

Schedule "B" - Hours of Work - (Cont'd)

3. The Company and the Union recognize that it may be necessary for employees to work in excess of their regular number of hours due to fluctuating livestock receipts and variable volume but the Company will limit the hours of work beyond such regular number of hours to what is reasonable.

Should overtime be required, the Company shall, whenever practicable, notify the steward of the department where the overtime is required. Overtime will rotate on the basis of the senior qualified employee, or employees, within the department being provided the first opportunity to work the overtime through to the junior qualified employee, or employees, within the department. When the rotation is complete, another rotation will commence and continue on such basis. If a qualified employee is inadvertently missed in the rotation, he shall be given the first opportunity to work the next time overtime work is required. When overtime is required on non scheduled days or shifts, the Company will discuss the call ins, where practicable, with the department steward.

4. Continuous shift operators, such as firemen and engineers, may be required to work forty-four (44) hours in a payroll week, but shall receive overtime rates for the hours worked in excess of (40), but overtime shall not apply where work shifts of varying lengths do not average more than forty (40) hours.

5. For all hours worked in excess of the number of hours set out in Schedule "C" an hourly paid employee, other than a continuous shift operator, shall be paid overtime at one and one-half (1½) times his regular hourly rate or temporary rate whichever is being paid when overtime commences. For all hours worked in excess of thirteen (13)

Schedule "B" - Hours of Work - (Cont'd)

Section 5 - (Cont'd)

continuous hours twice such rate shall replace one and one-half (If). After thirteen (13) hours of continuous work a second meal will be furnished by the Company, to be eaten on Company time, not to exceed twenty (20) minutes.

6. An employee, who has left the Company's premises, specially called outside his scheduled hours for emergency work shall be through when the emergency is over. For such emergency work, being that outside of scheduled hours, he shall be paid four (4) hours at his job rate or for the hours actually worked at the overtime rate, whichever is the greater.

7. An employee who works more than one and one-half (1½) hours overtime after the end of his regular shift will be furnished a meal by the Company, to be eaten on Company time, not to exceed twenty (20) minutes.

Employees other than those who eat their meal on the job, if required to work in excess of five (5) hours on non-scheduled days, (not to include Paid Holidays falling on scheduled workdays), will be provided with a meal, but will not be entitled to pay for the meal period.

8. Sunday Wrk. Double the regular hourly rate shall be paid to hourly-paid employees for work performed on Sunday except where the work regularly falls on Sunday, in which latter case the employee shall be paid double the regular hourly rate if he works on his day off in lieu of Sunday. In the case of employees starting a night shift prior to midnight Sunday, the hours worked before midnight will not be considered as Sunday work as these hours are part of their Monday shift.

Schedule "B" - Hours of Work - (Cont'd)

Section 8 - (Cont'd)

Where an employee's scheduled days off do not include an actual Sunday, then the second day off shall be deemed to be his Sunday.

9. **Paid Holidays.**

(a) **Nine Paid Holidays shall be recognized as follows:**

New Year's Day

Good Friday

Victoria Day

Dominion Day

Labour Day

Thanksgiving Day

Christmas Day

First Monday in August (usually referred to as the Civic Holiday).

Boxing Day (unless mutually agreed that the day before Christmas be substituted in place of Boxing Day).

In addition to the Paid Holidays above, employees on the payroll as of April 1st each year shall be granted two (2) Individual Holidays to be taken at a time to be agreed upon between the Company and the employee. Except by permission of the Plant Superintendent, an Individual Holiday shall not be granted during the period June 15th to September 15th.

Should the plant be required by law to observe any holiday(s) other than those listed above, such holiday(s) shall replace the Individual Holiday(s). Where, in the absence of such a legal requirement, Heritage Day is commonly observed as a holiday by a

Schedule "B" - Hours of Work - (Cont'd)

Section 9(a) - (Cont'd)

plant's major customers, then the plant shall observe Heritage Day as a holiday in place of an Individual Holiday.

Where permitted under labour legislation if any of the Paid Holidays fall on a Sunday, the Monday following shall be observed as the holiday and where Monday is also a holiday, the Tuesday will be observed as the holiday in lieu of Monday. If Christmas Day, Boxing Day, or New Year's Day, where applicable, fall on a Saturday, the Friday preceding shall be observed and where Friday is also a holiday, the Thursday will be observed in lieu of Friday.

(b) For each recognized Paid Holiday eight (8) hours holiday pay at his job rate shall be paid to a regular hourly paid employee, provided he is not exempt from the weekly pay guarantee as set out in Article 9 hereof and provided he has earnings on the payroll in the plant week containing the holiday. In order to qualify for holiday pay, such an employee must be in attendance at work on the scheduled work day preceding and the scheduled work day following such holiday, unless there is a justifiable excuse for the absence satisfactory to the Company.

In the case of an employee having seniority who is laid off prior to a Paid Holiday occurring in the same payroll week as the lay-off occurs and provided that such an employee, having seniority, has earnings on the payroll in the plant week during which such Paid Holiday occurs, he shall not be disqualified for such holiday pay. When an employee having seniority is laid off on a Friday and a holiday occurs on the Saturday, Sunday or Monday immediately following and provided that such an employee,

Schedule "B" - Hours of Work - (Cont'd)

Section 9(b) - (Cont'd)

having seniority, has earnings on the payroll in the plant week in which the lay-off occurs, he shall not be disqualified for such holiday pay. Similarly, if an employee having seniority is recalled from lay-off in a plant week containing a Paid Holiday and provided that such an employee, having seniority, has earnings on the payroll in such week, he shall not be disqualified for such holiday pay.

Upon his return to work, an employee granted leave of absence under Article 13, section 2, will be eligible for eight (8) hours pay for any Paid Holiday occurring during such period of authorized leave of absence.

(c) In addition to (b) above, such employee shall be paid double his job rate for all hours worked on the holiday as provided under (a) above.

10. Employees, when called for work, shall be guaranteed four (4) hours pay for that day at the regular hourly rate. Employees who leave of their own accord when work is available will not receive this guaranteed minimum four (4) hours pay. Where less than four (4) hours work are regularly scheduled, such scheduled hours shall constitute the guarantee.

11. An employee shall not be required to work more than five (5) hours after the scheduled starting time without a lunch period, or more than two and one-half (2½) hours after the scheduled starting time without a fifteen (15) minute rest period, nor more than two and one-half (2½) hours after the lunch period without such rest period. An

Schedule "B" - Hours of Work - (Cont'd)

Section 11 (Cont'd)

employee who works more than five (5) hours after the lunch period will be granted a further fifteen (15) minute rest period except where the Company furnishes a meal as provided under section 7 of this schedule. The Union agrees that, except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that rest periods must not be abused. These provisions shall not be applicable in cases of emergency nor to continuous shift operators, such as firemen or engineers.

12. During a mechanical breakdown time shall continue to accumulate to an employee transferred temporarily to other work or instructed by his foreman to wait on the premises of the Company.

13. The payment of Overtime, holiday or Sunday rates in this Schedule "B" shall not be construed to require duplication of overtime, holiday or Sunday pay involving same hours of work. More particularly, it is understood that no unforeseen or unexpected costs, above and beyond the actual premium rate provided for herein because of conflicting provisions elsewhere in the Collective Agreement will be incurred to the Company.

MEMORANDUM

REGARDING WELFARE PLANS

Weekly Indemnity

Weekly Indemnity, effective the first full pay week next following ratification of the Agreement shall be:

- Eligible employees whose rate is \$10.50 per hour or less \$250.00/week
- Eligible employees whose rate is more than \$10.50 per hour but less than \$11.99 per hour \$270.00/week
- Eligible employees whose rate is more than or equal to \$11.99 per hour but less than \$12.39 per hour \$290.00/week
- Eligible employees whose rate is more than or equal to \$12.39 per hour but less than \$13.04 per hour \$305.00/week
- Eligible employees whose rate is \$13.04 per hour or more \$320.00/week

The Company will continue to pay the first \$4.00 of each monthly premium for the above benefits, with the balance of each monthly premium to be shared equally between the Company and the employees.

Where the employee portion of the required sick pay premium in Pay Grade Category 1 exceeds \$25.00, and proportionately in Pay Grade Categories 2, 3, 4 and 5, the Company will pay the full amount of such excess premiums.

If a premium reduction is subsequently implemented, the full amount of the reduction will apply to the Company portion until such portion is reduced to \$29.00 for Pay Grade Category 1, and proportionately for Pay Grade Categories 2, 3, 4 and 5. Any premium reduction below this level will be applied according to the cost-sharing provision above.

The schedule for the above benefits is as follows and indicates consecutive weeks of benefits which allow for the divorcing of this plan from the Unemployment Insurance sickness benefit:

| | Maximum Benefits |
|--|------------------|
| - 3 months seniority to 5 years seniority | 26 weeks |
| - 5 years seniority up to 10 years seniority | 39 weeks |
| - 10 years seniority and over | 52 weeks |

As a result of the plan's non-alignment with the U.I.C. plan the full amount of reduction in the Unemployment Insurance Premiums shall be applied towards the cost of the Welfare Plan Benefit.

In the event any Government legislation provides benefits for accident, illness or pregnancy during the term of this Agreement, such benefits shall be substituted for the above.

Dental Insurance Plan

Effective the first full pay week next following ratification, allowable expenses will be based on the 1984 Alberta Dental Association fee schedule if such a schedule exists, otherwise on the prevailing schedule prior to 1984.

Effective June 1st, 1985, allowable expenses will be based on the 1985 Alberta Dental Association fee schedule if such a schedule exists, otherwise on the prevailing schedule prior to 1985.

Group Life Insurance and Pension Plan

Life Insurance

Employees who were covered for \$15,000 Life Insurance in 1984 shall have such Life Insurance continue until December 31, 1984.

Effective January 1, 1985 such Life Insurance shall change to the Earnings Class of each such employee and those other employees who become eligible.

Pension Plan

Provide a non-contributory Pension Plan where:

- 1.) Any eligible member who is on Weekly Indemnity or Workers' Compensation shall continue to have contributions made to the plan on his behalf based on his annual rate of hours regularly worked at his date of disability.
- 2.) Under the prior Plan employees can select one of the following options:
 - (a) transfer his actuarial reserve from the Plan into a "Locked-in" Registered Retirement Savings Plan (an RRSP) of his choice.
 - (b) Leave the actuarial reserve in the new Plan as a past service account.
 - (c) Have the amount of his actuarial reserve applied immediately to purchase a guaranteed deferred pension benefit from the Canada Life Assurance Company.
- 3.) Employees contributions made during 1984 shall be refunded less any applicable legislated deductions.
- 4.) Eligible employees who were non-contributory members of the "Old Plan" shall not lose benefits that they had accumulated to 31 December 1983.

**CANADIAN DRESSED MEATS
(LETHBRIDGE) LIMITED
LETHBRIDGE, ALBERTA**

Stewart

R. B. Duffell

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 740P**

200 [unclear]

[unclear]

[unclear]

Date Signed: 7 Jan 1986

THE COMPANY AGREES TO PROVIDE

A NEW PENSION PLAN BASED ON

THE FOLLOWING

HIGHLIGHTS OF THE

BURNS MEATS LTD. UFCW EMPLOYEE PENSION PLAN

EFFECTIVE JANUARY 1, 1984

WHO BECOMES A MEMBER IN THE PLAN?

All permanent full time UFCW employees who were covered by the existing Company Pension Plan on December 31, 1983 automatically became Members of the amended Plan on January 1, 1984.

Each other present and each future permanent full time UFCW employee of the Company shall become a Member of the Plan on the later of January 1, 1984 or the January 1 following the date on which they have completed one year of continuous service with the Company.

HOW MUCH DO MEMBERS HAVE TO CONTRIBUTE?

Members are not required to make any contributions to the Plan. The entire cost of the Plan is met by contributions from the Company.

CAN MEMBERS MAKE ADDITIONAL VOLUNTARY CONTRIBUTIONS?

Each member of the Plan will have the right to make voluntary contributions provided that such voluntary contributions may not exceed the maximum amounts allowable as personal tax deductions under the Income Tax Act. An individual voluntary contributions account will be maintained for each Member who makes voluntary contributions. Each such Member's voluntary contribution account will be credited with interest each year at the net rate earned on the pension fund established under the Plan. It should be noted that although a change in the rate of voluntary contributions can be made, the tax laws do not permit a Member to withdraw his voluntary contributions so long as he is a Member of the Plan. On the retirement, death or termination of the Member, the account, if any, will be applied to provide additional benefits to supplement the basic benefits provided under the Plan.

In order for each member to do some financial planning there is attached to this pamphlet some tables providing estimates of the pension which can be provided by regular monthly contributions which commence at specific ages.

It must be noted that these estimates are based on assumed interest earnings of 8½%. If actual interest earned is higher, then the estimates provided by these tables are too low and similarly, if actual interest earned is lower, then the estimates provided are too high.

In order to commence voluntary contributions to the Plan, a Member must merely fill in an application to make voluntary contributions and turn it in to his supervisor. If having commenced voluntary contributions a Member desires to alter or discontinue these he must notify his supervisor at least 1 pay

period in advance. He will be required to also complete an amended application to make voluntary contributions form Application to make voluntary contributions can be secured from his supervisor.

HOW MUCH DOES THE COMPANY PAY?

The Company must make contributions to the Plan to ensure that there are sufficient funds in the Company account maintained under the Plan to:-

- (a) credit to each Member the required Company contribution of 30¢ per hour worked by this Member;
- (b) ensure the minimum benefits provided under the Plan are funded on an actuarially sound basis.

In addition, the Company pays for the entire cost of operating the Plan except for investment costs which are paid from the investment income of the pension fund.

HOW DOES THE PLAN OPERATE?

Under the Plan an account is maintained for each Member (an employer contribution account) and there is an account for the Company.

Annually there will be credited to each Member's account from the Company account an amount equal to 30¢ per hour worked by the Member.

In addition to the Company contribution described above there will be credited annually to each member's account interest equal to the net rate of investment earnings achieved on the assets of the pension fund. The net rate of investment earnings shall mean the growth of the fund from investments (where all assets are taken at their market values) net of investment related expenses.

WHEN CAN A MEMBER RETIRE?

A Member can elect to retire on the first day of any month following his sixty-first (61st) birthday. If a Member has not retired prior to age 71 he must commence receipt of his pension at that time.

In addition, with the consent of the Company a Member may retire as early as age fifty-five (55).

WHAT WILL A MEMBER RECEIVE WHEN HE RETIRES?

Upon a Member's retirement the amount standing to his credit in his accounts will be applied to provide him a monthly pension for his retired lifetime. This pension will be provided either through the Company account under the pension plan on the basis of actuarial assumptions adopted for such purpose by the Company or through the purchase of an annuity contract from a life insurer. The Member will have the right to decide which method will apply in his personal circumstance.

The amount payable to a Member from his employer contribution account will depend upon his hours worked while a Member (and therefore the resulting Company contributions), the net rate of investment earnings achieved on the assets of the Plan, his age when he became a Member, the age when he retires and certain other factors.

In addition, the Company has made provision under the Plan for a "minimum pension benefit". In order to qualify for the minimum pension benefit a Member:-

- (a) must retire on a normal retirement date (i.e. on or after age 61), and
- (b) must elect to have his pension benefit paid from the Company account maintained under the Plan.

If the amount of the pension benefit payable to a Member from his employer contribution account on the normal form of pension does not exceed \$18 per month multiplied by his years of service subsequent to January 1, 1984 while a Member of the Plan, then he shall be entitled to a pension equal to this minimum pension benefit.

Attached to this pamphlet is a table which illustrates for Members at various ages, the amount of retirement income which will be provided by future contributions of \$10 per month started at various ages and continued up to the assumed retirement age. To illustrate how to use this table to estimate a Member's retirement income we have set forth below two examples:-

EXAMPLE I

Consider a Member who joins the Plan at age 25. Assume such a Member has annual hours worked of 2000 which remains constant. The Company's annual contribution on behalf of this Member is $30¢ \times 2000 = \$600$. Also assume that the Member is a male and has a spouse three (3) years younger.

This Member would receive the following estimated monthly retirement benefit if he were to retire at age 61 or 65 respectively. (See Table I(a) for following calculations.)

- (a) At age 61 - From table I(a) you can determine (see first column from left at age 25) that annual contributions of \$120 commencing at age 25 will provide a pension benefit of \$212.05 per month commencing at age 61 on the Plan's normal form of pension benefit.

As our example employee has an annual contribution by the Company of \$600 it is necessary to multiply the factor of \$212.05 by the ratio of 600 divided by 120. Thus, the member would receive:-

$$\frac{600}{120} \times 212.05 = \$1,060.00 \text{ per month}$$

- (b) At age 65 - From Table I(a) you can determine (see third column from left at age (25) that annual contributions of \$120 commencing at age 25 will provide a pension benefit of \$314.98 per month.

As our example employee has an annual contribution by the Company of \$600 it is necessary to multiply the factor of \$314.98 by the ratio of 600 divided by 120. Thus, this member would receive:-

$$\frac{600}{120} \times 314.98 = \$1,575.00 \text{ per month}$$

The minimum monthly pension benefit payable to this Member would be:-

(a) at age 61 18 x 36 years of service = \$648 p. m

(b) at age 65 18 x 40 years of service = \$720 p. m

As the money purchase benefits greatly exceed the minimum pension benefits these would not apply.

EXAMPLE II

Let us consider a Member similar to that in Example I except he is age 50. The Company's annual contribution for this Member would also be \$600. If he were to retire at age 65 on the money purchase portion of the Plan he would be entitled, using the procedure outlined above, to approximately:-

$$\frac{600}{120} \times 30.07^* = \$150.00 \text{ p. m}$$

* See Table I(a) for values

The minimum pension benefit payable to this Member would be:-

$$\begin{aligned} & 18 \times 15 \text{ years of service} \\ & = \$270.00 \text{ p. m} \end{aligned}$$

Thus this member would be eligible to receive a minimum pension benefit.

It should be noted that the importance of the minimum pension benefit is even greater for Members who are older at the date they enter into the new Plan.

The figures provided in Table I assume a future net rate of investment earnings on the assets of the Plan of 8½% per annum. If the actual net rate of investment earnings is higher than 8½% then the actual benefits provided will exceed those estimated by the Tables and correspondingly if the actual net rate of investment earnings is lower than 8½% then the actual benefits provided will be lower than those estimated by the Tables.

Benefits payable from the Old Age Security Act and the Canada Pension Plan and the Company Pension Plan in effect for service prior to December 31, 1983 would be in addition to the above normal retirement benefit.

WHAT IS THE NORMAL FORM OF PENSION BENEFIT?

The normal form of retirement benefit is a monthly benefit payable only for the Member's retired lifetime with the following provisos:-

- (a) If a Member has no spouse when he retires benefits will be payable to him and his beneficiary or estate until in total 10 years payments have been made.
- (b) If a Member has a spouse when he/she retires who survives the Member then she or he will continue to receive two-thirds (2/3) of the pension the Member was receiving at the date of the member's death for her/his remaining lifetime.

CAN A MEMBER ELECT A DIFFERENT FORM OF PENSION AT RETIREMENT?

Yes, if the Member elects to receive his pension benefit from the assets of the Plan he can elect to receive any one of a number of actuarially equivalent optional pension benefits. All of these optional pension benefits provide payments for the Member's retired lifetime but can also incorporate the following concepts:-

- (a) If the Member does not have any spouse when he retires he may receive a larger pension if he selects a guarantee period of less than 10 years.

The Member may also elect to have an adjusted pension where payment will continue to a joint annuitant.

- (b) If the Member has a spouse when he retires he or she may elect to have a reduced amount of pension providing for a portion greater than 2/3 to be continued to their spouse.

A Member with a spouse may not elect a form of pension that results in their spouse getting less than 2/3 of the pension payable to the Member.

Any Member who retires prior to age 65 may also elect to adjust his pension benefit so that he gets a larger income prior to age 65 and a reduced amount after age 65 when his government pension benefits commence.

Members will also have an option to receive a reduced pension benefit but with the provision that the pension benefit will automatically increase by a stated percentage (either 3%, 5% or 7% as selected by the Member) each year. The greater the percentage increase selected the lower will be the Member's initial amount of pension.

If a Member elects to have his pension benefit purchased from a life insurer of his choice he can, subject to the rules above applicable to Members with spouses, elect any form of life annuity offered by the insurer. These should include all the options provided when a pension is paid from the assets of the Plan but may not include the automatic escalation feature.

WHAT HAPPENS IF A MEMBER DIES PRIOR TO RETIREMENT?

If the Member has completed five (5) years of service or his age plus service exceed forty-five (45) at his date of death his beneficiary (or estate if he has no named beneficiary) will receive the total amount standing to his credit in his employer contribution account at his date of death.

The Member's beneficiary will also be entitled to a refund of the amount, if any, of the Member's voluntary contribution account.

WHAT HAPPENS IF A MEMBER BECOMES DISABLED?

Any Member who becomes disabled shall continue to have contributions made to the Plan on his behalf based on his annual rate of hours regularly worked at his date of disability.

To be considered disabled a Member must be receiving benefits under the Canada Pension Plan.

WHAT HAPPENS IF A MEMBER'S EMPLOYMENT IS TERMINATED?

If a Member's employment is terminated prior to the completion of five (5) year's of service or his age and service do not equal forty-five (45) he will only be paid a refund of his voluntary contribution account, if any.

If a Member's employment is terminated after five (5) years of service or after his age and service are at least equal to forty-five (45) but prior to the "locking-in" provisions applicable in the Member's province of residence, he will be entitled to a refund of all his accounts.

If a Member's employment is terminated after the "locking-in" provisions applicable in the Member's province of residence, he will be entitled to:-

- (a) leave his employer contribution account in the Plan to provide a deferred pension benefit (or death benefits in the event of death prior to retirement). The Member's account will continue to be credited with interest on the same basis as is applied to active Members;

Upon retirement such Member will not be entitled to the minimum pension benefit;

- (b) transfer his employer contribution account to a "locked-in" RRSP. That is, an RRSP under which the proceeds can only be paid to the Member's beneficiary in the event of his death or applied to purchase some form of life annuity contract (under such an arrangement pension payments cannot commence prior to age (60));
- (c) have his employer contribution account applied to purchase a deferred life annuity contract from an insurer.

A terminated Member in this category may elect to have his voluntary contribution account, if any, paid to him in cash or transferred to an RRSP.

WHERE DOES THE MONEY GO?

All contributions made by the Company and the Members, if any, are paid to and all benefits are paid from a Pension Trust Fund created under the Plan. The Canada Life Assurance Company has been appointed to act as custodian and investment counsellor with respect to the assets of the Plan and Trust.

WILL MEMBERS RECEIVE EVIDENCE OF THEIR MEMBERSHIP IN THE PLAN?

Yes. Annually each Member will receive a statement showing his position in the Plan. The first such statement will be prepared as of December 31, 1984.

HOW IS THE PLAN CONTROLLED?

This pamphlet merely outlines the general provisions of the Pension Plan. Your benefits and privileges will be governed by the provisions of the Trust Agreement entered into by the Company and the Trustees and the Burns Meats Ltd. UFCW Employee Pension Plan.

WHAT ELSE SHOULD MEMBERS KNOW?

Copies of the legal documents constituting the Plan and Trust Agreement are maintained at the Burns Foods Limited Executive Offices. If any Member has questions with respect to the Plan or desires to review copies of the legal documents, he should contact the Pension Department at the Burns Foods Limited Executive Office.

BURNS MEATS LTD.

EMPLOYEE PENSION PLAN

TABLE I(a) APPLICABLE TO A MEMBER WITH A SPOUSE

Estimated Monthly Retirement Benefit provided at retirement age by contributions of \$120 per annum (\$10 per month) commencing at the age shown, if Invested to Earn Interest of 8½% per annum

| <u>Contributions Starting At Age</u> | <u>Retirement Age - 61</u> | | <u>Retirement Age - 65</u> | |
|---|-----------------------------------|----------------------|-----------------------------------|----------------------|
| | <u>Male</u> | <u>Female</u> | <u>Male</u> | <u>Female</u> |
| 20 | \$324.84 | \$321.37 | \$479.93 | \$475.02 |
| 25 | 212.05 | 209.79 | 314.98 | 311.76 |
| 30 | 137.05 | 135.09 | 205.28 | 203.18 |
| 35 | 87.17 | 86.24 | 132.32 | 130.97 |
| 40 | 53.99 | 53.42 | 83.80 | 82.94 |
| 45 | 31.93 | 31.59 | 51.53 | 51.01 |
| 50 | 17.26 | 17.07 | 30.07 | 29.77 |
| 55 | 7.50 | 7.42 | 15.80 | 15.64 |
| 60 | 1.01 | 1.00 | 6.31 | 6.25 |
| 64 | -- | -- | 1.07 | 1.05 |

Note

- (1) Retirement Benefit payable as a joint and survivor annuity with 2/3 payable to the spouse after the death of the member.**
- (2) Values assume the spouse of a male member is 3 years younger and the spouse of female member if 3 years older. If the actual difference in ages is not 3 years the factors will be slightly different.**

BURNS MEATS LTD.

EMPLOYEE PENSION PLAN

TABLE I(b) APPLICABLE TO A MEMBER WITH NO SPOUSE

Estimated Monthly Retirement Benefit provided at retirement age by contributions of \$120 per annum (\$10 per month) commencing at the age shown, if Invested to Earn Interest of 8½% per annum

| <u>Contributions Starting At Age</u> | <u>Retirement Age - 61</u> | | <u>Retirement Age - 65</u> | |
|---|-----------------------------------|----------------------|-----------------------------------|----------------------|
| | <u>Male</u> | <u>Female</u> | <u>Male</u> | <u>Female</u> |
| 20 | \$354.20 | \$327.77 | \$525.64 | \$482.67 |
| 25 | 231.22 | 213.97 | 344.98 | 316.77 |
| 30 | 149.44 | 138.28 | 224.83 | 206.45 |
| 35 | 95.05 | 87.95 | 144.92 | 133.07 |
| 40 | 58.87 | 54.48 | 91.78 | 84.28 |
| 45 | 34.82 | 32.22 | 56.44 | 51.83 |
| 50 | 18.82 | 17.41 | 32.94 | 30.25 |
| 55 | 8.18 | 7.57 | 17.31 | 15.89 |
| 60 | 1.10 | 1.02 | 6.91 | 6.35 |
| 64 | -- | -- | 1.17 | 1.07 |

Note

(1) Retirement Benefit payable as a life annuity guaranteed for 10 years in any event.

MEMORANDUM

REGARDING PROMOTIONS AND PREFERABLE VACANCIES

The purpose of this memorandum will set out the application and interpretation of Article 12.1.

1. Vacancies within the Bargaining Unit shall be filled within the Department by step by step promotion.
2. When a vacancy within the Bargaining Unit cannot be satisfactorily filled from within the department,, the Company will post the vacancy of those jobs having a value of four (4) grades or more unless otherwise agreed. In additions, the Company agrees to post preferable vacancies, a definition and list of jobs set out in Section 4. Those applying within six (6) working days from the date of posting along with those with applications on file as provided under Section 3 of this memorandum will receive consideration on the basis of seniority, provided the employees possess suitable qualifications for the jobs and can qualify within a reasonable period. Employees selected to fill such jobs temporarily shall receive equal consideration with such applicants. The accepted applicant shall be assigned to the vacancy on a trial basis until he has demonstrated that he can qualify.
3. An employee with plant seniority who wishes to transfer to another department may submit a written application to the Plant Superintendent. When a vacancy occurs in that department which cannot be filled in accordance with Section 1 of this memorandum consideration on the basis of seniority will be given to employees with applications on file provided the employees applying possess the necessary qualification for the vacancy and can qualify within a reasonable period of time, and further provided they have not been transferred under the provisions of this section within the previous twelve (12) month period. Such transfers will be effected as quickly as a suitable replacement can be obtained.

Employees who do not accept a transfer when an opening has occurred in the department they have indicated on their application, shall not be eligible to apply for another transfer until twelve (12) months has elapsed.

4. Preferred vacancies referred to in Section 2:

STOCKYARDS

Yardmen

JANITORS, LAUNDRY, ETC.

Laundry

Laundry helper

**CANADIAN DRESSED MEATS
(LETHBRIDGE) LIMITED
LETHBRIDGE, ALBERTA**

[Signature]

[Signature]

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 740P**

[Signature]

[Signature]

[Signature]

Date Signed: 7 JAN. 1986

Schedule of Grades Covering Plant Operations

Sheet No. 1

BEEF DRESSING

- 1 Driving
- 7 Knocking
- 5 Shackling
- 12 Sticking
- 2 Catch blood
- 14 Head skinning
- 0 Cut off horns
- 4 Cut off head - Loosen tongue
- 3 Cut off front feet
- 20 Skin hind leg, skin flank, rim over
- 2 Operate hoist
- 17 Drop bung, skin tail, mark aitch
- 23 Siding (Power Knife)
- 20 Clear around forequarters
- 15 Tend hide puller
- 2 Hide disposal
- 4 Operate winch puller
- 6 Saw breast bone
- 6 Gullet raising
- 4 Caul fat saving
- 12 Remove viscera
- 13 Sawing down (complete electric)
- 5 Scribbling
- 6 Trim neck, remove glands
- 5 Defatting
- 4 Trim beef
- 1 Washing
- 7 Shrouding
- 5 Scaling
- 2 Clean and hang rollers
- 4 Skin slunks

BEEF COOLERS

- 5 Scalers (Carlots)
- 2 Sack, wrap, stencil, stamp, brand
- 2 Carcass to coolers
- 1 Remove shrouds
- 5 Transfer beef using beef shifter
- 5 Ribbing beef
- 2 Lifting beef
- 1 Push carcass in cooler
- 15 Skin veal, split
- 0 All other operations

BEEF CUTTING

- 13 Head Beef Cutter (1 man)
- 11 Beef Cutters (commercial cuts, also cutting for plant market)
- 1 Beef cutting helpers
- 15 Beef boners (Boning whole or cut up CCS., quarters, chucks loins and steak pieces for cuts for sale or for manufacturing)
- 7 Beef boners (Boning shanks, plates, briskets, ribs or flanks for sale or for manufacturing)
- 2 Beef packers
- 8 Operate bandsaw (make cuts)
- 4 Trim meat for sausage or canning
- 5 Rolling beef and veal
- 0 All other operations

BLOCK READY BEEF

- 11 Remove tip and prepare for breakup
- 11 Operate bandsaw, break primal cuts
- 9 Trim primal cuts (bandsaw)
- 12 Trim primal cuts and semi-bone
- 3 Bag primal cuts
- 3 Vacuumize primal cuts
- 4 Pack, scale and record

BY- PRODUCTS - TANKHOUSE

- 6 Wet tank operator
- 12 Rendering cooker operator
- 8 Expeller
- 4 Curb press
- 8 Operate Titan Centrifuge
- 4 Lard pumpers
- 5 Catch basin
- 2 Feed hasher
- 8 Drying blood
- 4 Taurine centrifuge operator

FOR ANY JOB NOT SHOWN USE GRADE 0

Schedule of Grades Covering Plant Operations

Sheet No. 2

BY- PRODUCTS - TANKHOUSE (Cont'd)

- 3 Loading tank cars
- 6 Bookkeeper
- 9 Skin deads
- 0 Other general labour
- 3 Load cooker
- 4 Save foetal bovine blood
- 11 Operate sharples equipment

BY- PRODUCTS - HIDES

- 6 Hide inspector and grader
- 4 Hide trimmer
- 4 Hide scaler
- 0 Put down or take up hides
- 4 High lift and stack
- 1 Bundling hides
- 3 Salter
- 1 Truck and pile hides

CASINGS - BEEF AND VEAL

- 5 Trim paunches
- 5 Remove bung and ruffle fat
- 2 Open and wash tripe
- 7 Running rounds
- 6 Separate beef casings
- 3 Open middles
- 6 Hand fattening middles
- 7 Trim bungs
- 2 Hand slime bungs and rounds
- 3 Stripping rounds
- 3 Turning beef casings
- 2 Flush middles
- 2 Flush bungs
- 3 Run fattening machine, slime crusher or sliming machine
- 4 Grade beef casings

- 2 Hanking and salting
- 4 Packing
- 5 Finishing tripe (edible)
- 5 Split head, save brains
- 0 Clean tripe for fox food
- 7 Wrk up beef heads
- 5 Trim plux
- 4 Trim tongues
- 2 Pack fancy meats
- 3 Trim glands, cheek meat, etc.
- 0 Tanking, trucking, sweeping
- 0 General labour

SHIPPING

- 7 Deskman
- 4 Runner
- 2 Stocker

LOADING

- 7 Checking on loading dock
- 11 Receiver
- 7 Beef Luggers (into cars only)
- 0 General loaders and labourers
- 4 Sort and load mixed merchandise
- 5 Sort and load mixed merchandise (including beef)

JANITORS, LAUNDRY, ETC.

- 0 Janitors
- 4 Cleanup
- 6 Sort and record returned product

FOR ANY JOB NOT SHOWN USE GRADE 0

Schedule of Grades Covering Plant Operations

Sheet No. 3

MECHANICAL

Leading Hands

41 Special machinist
41 Electrician
38 High pressure fitter
38 Carpenter and finisher
38 Pressure welder
38 Auto mechanic

Journeyman

31 All trades

Improvers

21 All trades

Helpers

4 All trades

Miscellaneous

17 Saw filer (hand file)
13 Saw filer (machine file)
21 Scale repairer
11 Mechanical cost clerk
4 Mechanical storekeeper
14 Painter
6 Greaser and oiler
0 Labour

POWERHOUSE

40 Shift Eng. where 2nd class
papers required
31 Shift Eng. where 3rd class
papers required
11 Shift Eng. where 4th class
papers required
11 Boiler fireman (with papers)
7 Boiler-man (no papers)
0 Power house labour
6 Temperature man

FOR ANY JOB NOT SHOWN USE GRADE 0