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EFF.	48	12	01
TERM.	2004	10	31
NO. OF EMPLOYEES	800		
NOMBRE EMPLOYES	800		

# COLLECTIVE AGREEMENT

Between

**QUALITY MEAT PACKERS LIMITED**  
(hereinafter called "the Company")

- and -

**UNITED FOOD AND COMMERCIAL WORKERS**  
**affiliated with the A.F.L.-C.I.O.-C.L.C.**  
(hereinafter called "the Union")

**Recognizing** that the welfare of the Company and that of its employees depends upon the welfare of the business as a whole, and **recognizing** further that a relationship of goodwill and mutual respect between employer and employees can contribute greatly to the maintenance and increase of that welfare, the parties to this contract join together in the following agreement:

## ARTICLE 1 - RECOGNITION

**1.1 The Company recognizes the Union as the sole and exclusive bargaining agency for all employees of the Company working in Toronto, and Brampton, save and except foremen, persons above the rank of foreman, office and sales staff, stationary engineers and persons primarily engaged as their helpers in the Boiler Room.**

**1.2** No employee outside of the bargaining unit will be used on work of the same nature as that performed by employees in the bargaining unit except as follows:

- (i) For the purpose of breaking in new employees or employees on a new job, or instructing employees.
- (ii) For the purpose of taking an employee's place temporarily in such cases as failure to show up for work, or who had to be relieved due to injury or sickness, or who, for other reasons, is temporarily absent **from** the job, or to help relieve a back log, or unexpected emergent scheduling conditions.

It is further understood that foremen with a unit of ten people or less will be able to perform the same work that is performed by the people in the unit.

Non-union personnel may also be permitted to do the same work as the bargaining unit for a period of three months, provided that time is used to train personnel to become supervisors.

Foremen will not work on overtime unless an employee scheduled to work on overtime does not report.

1.3 The use of the masculine gender in this agreement shall be considered also to include the feminine.

## **ARTICLE 2 - OBJECTS**

2.1 The purpose of this agreement is to maintain an harmonious relationship between the Company and its employees; to define more clearly hours of work, wages and conditions of employment; and to provide an amicable method of settling differences or grievances which may from time to time arise.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Payment of Dues**

The Company agrees to deduct from each employee's pay on each pay day, and in the case of new employees beginning with their fourth (4) week's pay, the regular Union dues, and will transmit the total sum of the amount so deducted to **the Secretary-Treasurer** of the Local Union on or before the fifteenth (15<sup>th</sup>) day of each month. **The Company agrees to provide a report of all dues deductions, and in addition a list of new hires and employees terminated, at the time dues are remitted.**

### **3.2 Assessments**

Special assessments if levied in accordance with the Constitution and By-laws of the Union will be deducted from members of the Union upon proper notification from the Union.

### **3.3 Initiation Fee**

The Company agrees that upon receipt of written **authorization** in the form of a signed membership card it will deduct from the wages of employees joining the Union after ratification of this agreement the initiation fee due from him to the Local Union on the first pay day of the following calendar month., and shall remit the **same** to **the Union Secretary-Treasurer** of the Local Union on or before the fifteenth ( 15<sup>th</sup>) day of the calendar month.

### **3.4 Membership**

The Company agrees that it shall be a condition of employment that any employee who at the date of signing of this agreement was a member in good standing shall maintain such membership.

Employees hired on or subsequent to the date of the signing of this agreement shall, as a condition of employment, become members of the Union within **thirty (30) working days** following the date of their employment, and shall thereafter maintain membership in the Union in good standing. **At the time of hiring, the Company shall give new employees a membership application card which must be signed and handed in to the Company Human Resources Department within the above mentioned thirty (30) day period.** If the employee fails to become a member, the Union shall advise the Company forthwith.

For the purpose of this agreement, employees who are or who become members shall be deemed to maintain their membership in the Union in good standing provided they pay in accordance with the provisions of this agreement the regularly prescribed initiation fee, regular monthly dues, and periodic assessments uniformly required of all members of the Local Union.

**3.5 The union agrees to indemnify and save the Company harmless from any claims made by employees with respect to deductions or remittances made pursuant this Article 3.**

### **3.6 Address List**

**The Company agrees to remit, twice annually, to the Union a complete address list of all Union Members.**

## **ARTICLE 4 - MANAGEMENT RIGHTS**

4.1 Subject to the provisions of this agreement, the management and operation of the business, and the employment, direction, promotion, transfer, lay-off of employees, and suspension or discharge of employees for just cause, shall be vested in the management of the Company.

4.2 The Union acknowledges that it is the exclusive function of the Company also to establish reasonable plant rules not inconsistent with the provisions of this agreement to govern the conduct of the employees. The Union will be consulted and informed of the issuance of such rules.

4.3 The Union also acknowledges that it is the exclusive function of the Company to determine the products to be handled, produced or manufactured, schedules of production, and the methods, processes and means of production or handling.

**4.4 The Company agrees that it will not exercise its management rights in a manner inconsistent with the express provisions of this agreement.**

#### **ARTICLE 5 - NO DISCRIMINATION**

**5.1** It is agreed that there shall be no discrimination, coercion or intimidation by the Company, the Union or its **officers** or members against any employee because of his lawful activity or lack of activity, membership or non-membership in the Union, or due to any political affiliation, race, colour, or religion. It is further agreed that there shall be no solicitation for members, collection of dues, or other Union activity during working hours except as permitted by this agreement. It is understood that no meeting of the Union or its members shall be held on the premises of the Company, nor shall any of its activities be so held at any time **without the** prior written approval of the Company.

#### **ARTICLE 6 - NO STRIKES AND NO LOCKOUTS**

**6.1** In view of the orderly procedure herein set out for the settlement of grievances, the Company agrees that there will be no lockout of the employees, and the Union agrees that there will be no strike or refusal to work or continue to work by employees, in combination or in concert, or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designed to restrict or limit output.

#### **ARTICLE 7 - SETTLEMENT OF GRIEVANCES**

**7.1** Both the Company and the Union **emphasize** the desirability of a satisfactory grievance procedure, the purpose of which will be to settle as many grievances as possible promptly and on the spot.

**7.2** The Union agrees to appoint or elect a maximum of sixteen (16) Stewards, **a maximum of eight (8) per plant.** The Company agrees to **recognize** such Stewards, provided they are regular employees of the Company, to deal with matters affecting employees in **their** plant. A list of these Stewards will be supplied to the Company. The Company shall be advised immediately by the Union, in writing of any change in this list.

**7.3 (a)** The Union's grievance committee will consist of the President, Chief Steward and Steward of the department affected to deal with grievances. A list of grievance committee members shall be supplied to the Company. The Company shall be advised immediately in writing of any change in this list.

**(b)** The Company will pay members of the grievance committee at their regular rate for time spent in meetings of the grievance committee with management representatives.

**7.4 The right of the Stewards and members of the Grievance Committee to leave their work without loss of basic pay to attend to Union business is granted on the following conditions.**

**(a) Such business must be between the Union and Company management.**

**(b) The time shall be devoted to the prompt handling of necessary Union business.**

**(c) The Steward or Grievance Committee member concerned shall obtain the permission of his supervisor before leaving his work. If an employee is involved, who will be required to leave his work station, the permission of the employee's supervisor must also be obtained. Such permission shall not be unreasonably withheld.**

**7.5 Grievances shall be dealt with in the following manner:**

**(a) 1<sup>st</sup> Step – The grievance must be filed, in writing, within seven (7) working days after the event giving rise to the grievance occurred or it is deemed abandoned. Within this period of time, it shall be discussed between the employee(s), his Steward, and the foreperson. The foreperson shall give the Union his decision within four (4) working days from the date the discussion took place. If the Union wishes to appeal to the next step, the grievance shall be delivered to the Company's Human Resources Department within three (3) working days of the delivery of the foreperson's decision to the Union.**

**The parties acknowledge and agree that this provision does not prevent employees and their foreperson or supervisor discussing and resolving issues directly between them, however, if the employee decides to proceed with a formal grievance then it must be initiated as above.**

**(b) 2<sup>nd</sup> Step – If a grievance is not settled at the 1<sup>st</sup> Step and there is a request to hold a 2<sup>nd</sup> Step meeting, the meeting shall be held within seven (7) working days. Present at the meeting will be such members of the grievance committee as the Union designates and the Human Resources Manager and/or such other persons as he may designate to represent the Company for the purpose of attempting to resolve the grievance. If settlement is not reached at the 2<sup>nd</sup> Step, the Union shall have four (4) working days following the receipt of the Company's written decision to request a 3<sup>rd</sup> Step meeting. This request must be made in writing and delivered to the Human Resources Department within the said four (4) working days.**

**(c) 3<sup>rd</sup> Step – If a grievance is not settled at the 2<sup>nd</sup> Step, and there is a request to hold a 3<sup>rd</sup> Step meeting, such meeting shall be held within seven (7) working days of the notice or such other time as the parties mutually agree in writing. Present at the**

meeting will be such members of the grievance committee as the Union designates and the Human Resources Manager, and/or such other persons as he may designate to represent the Company. A National Representative of the Union may be requested by either party. If settlement is not reached, the Company shall have ten (10) working days following this meeting to inform the Grievance Committee of its decision in writing.

(d) The grievor(s) and the foreperson may be present at the 2<sup>nd</sup> Step if either the Union or the Company so desire.

7.6 (a) If settlement is not reached at the 3<sup>rd</sup> Step, either party shall have twenty (20) working days following the delivery of the Company's decision to the Union to refer the matter to arbitration. If this does not occur then it is deemed that the grievance has been abandoned.

(b) The grievance shall be referred by the Union or by the Company to an arbitration committee of three (3) members, one to be appointed by the Union, one by the Company, and a third who shall act as chairman, to be mutually agreed upon by the other two. Upon receipt of the name of the member appointed by the party submitting the grievance to arbitration, the other party shall name its nominee. If it fails to do so within two (2) weeks, its nominee will be appointed by the Minister of Labour for the Province of Ontario. If agreement cannot be reached within one (1) week as to the appointment of a third member, he shall be appointed by the Minister of Labour for the Province of Ontario.

(c) The parties, by agreement in writing, may agree to the arbitration being conducted by a single arbitrator, as opposed to the committee of three (3) members as set out in (b) herein and the conditions applying to the said committee as set out in (b) shall apply to the said single arbitrator.

(d) The arbitrator or arbitration board appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.

(e) The arbitrator or arbitration board shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part of the agreement.

7.7 If either the Company or the Union alleges violation of this Collective Agreement through action of the officials of either, the grievance shall be dealt with through the grievance procedure established by this article beginning with Step 3.

7.8 When a grievance which affects the rate of pay of an employee is settled, and as a result of such a settlement the employee receives an increase in his rate, the increase shall be paid

retroactively to the date of the error in rate of pay, provided however, that in no event shall retroactivity exceed **180** days in total.

**7.9** With respect to seniority employees who are dismissed or suspended, the grievance procedure set out at **7.5** subject to the following is not applicable. The procedure shall be as follows:

**(a)** If a seniority employee is dismissed or suspended for any reason whatsoever and feels that he has been unjustly dealt with, he shall promptly notify a member of the grievance committee who shall, within seven **(7)** working days of receipt of notice of dismissal or suspension by the aggrieved employee, notify the Human Resources Department in writing, stating the ground of objection to the dismissal or suspension. The dismissal or suspension shall then constitute a grievance, and shall be dealt with according to the grievance procedure set out above beginning with the **3<sup>rd</sup>** Step. If subsequently it is decided that the employee was unjustly dismissed or suspended, he shall be reinstated in his former position and shall be compensated for all time lost at this regular rate of pay or granted such lesser compensation as may be deemed fair in the circumstances. To ensure prompt handling of any such grievance except by mutual agreement between the Company and the Union, the Company may refuse to consider any such grievance not filed within the said seven **(7)** working days of receipt of notice of dismissal or suspension, and not more than **five (5)** working days shall be allowed for consideration under each successive step until the matter is brought to arbitration.

**(b)** A Steward or Union representative, when available, will be present when a **seniority** employee receives a written warning or is suspended or discharged.

**(c)** The Company will notify the Steward, or his designated representative, within one **(1)** working day if a **seniority** employee is discharged or suspended.

**(d)** A copy of any official written notice of reprimand, suspension or discharge shall be given to the Union.

**(e)** If requested by an employee and with reasonable notice, an employee will be allowed to see his/her file **in the presence of a management representative.**

**7.10** A Union Steward may discuss with the foreperson direct matters, which may affect the welfare of the department as a whole even though at the time same may not constitute a grievance.

**7.11** The Company will provide an **appropriate secure** area for the Union filing cabinet **in all locations.**

**7.12** The time limits set out in this Article 7 may be extended by mutual agreement, in writing.

## ARTICLE 8 -WAGES AND CLASSIFICATIONS

**8.1** Wages and classifications are set out in Schedule “B” and Schedule “C” attached hereto.

**8.2** Employees permanently or temporarily transferred for five (5) days or more to a job in a higher group shall be paid the rate of the new group.

**8.3** Employees permanently or temporarily transferred for five (5) days or more to a job in a lower group shall be paid the rate of the new group.

**8.4** Employees’ pay cheques will be provided in envelopes, unless an emergency condition exists. However, if a **computerized automatic payroll system is implemented, the Company agrees to pay by direct deposit to the employee’s account in a recognized financial institution of the employee’s own choice. The Company shall give a pay stub breakdown of weekly payment to the employees at the plant or by mail in the event the employee is not at work**

## ARTICLE 9 – PREMIUM PAY

**9.1** Shift Premium Employees who work between the hours of **6:00 p.m. and 6:00 a.m.** will be paid **thirty-five (\$0.35) cents per hour over their regular rate for all hours worked between 6:00 p.m. and 6:00 a.m.** Such premium shall not be part of an employee’s regular hourly job rate.

**9.2** Group Leader An employee in the bargaining unit designated by the Company as a Group Leader, shall receive **fifty-five (\$0.55) cents above the highest rate actually paid to employees under his/her direction except in cases where the Group Leader is the highest rated employee in which case fifty-five (\$0.55) cents shall be added to his/her job rate. Such premium shall not be part of an employee’s regular hourly 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, layoff, 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.**

## ARTICLE 10 - HOURS OF WORK AND OVERTIME

**10.1** The Company intends to operate a normal work day schedule of **eight (8) hours and a normal work week schedule of forty (40) hours but this will not be a guarantee of hours per day or per week. If the demands of the business cannot best be met in areas of the plant with a normal work day schedule of eight (8) hours, the Company may operate such areas of the plant on a normal work day schedule of up to twelve (12) hours and a normal work week schedule of up to forty-eight (48) hours.**



**10.2** If the Company makes application to the Director of Employment Standards to adopt a regular schedule of up to twelve (12) hours per day and up to forty-eight (48) hours per week, the Union agrees that such application will be supported by the Union.

**10.3 ( a )** An employee will be informed by their supervisor of their normal daily and weekly hours of work schedule and will remain on such schedule unless changed by the Company to another schedule.

(b) The Company will give, if practical, twenty-four (24) hours' notice of a change in regular scheduled shift.

**10.4** Subject to the provisions of the Employment Standards Act of Ontario, it is agreed by both the Company and the Union that, as a result of fluctuating livestock receipts, variable volume, breakdowns and other circumstances which are beyond the reasonable control of the Company, employees will be required at times to work in excess of the number of hours in their daily schedule or in excess of forty eight (48) hours in a calendar week. When employees are required to work in excess of the number of hours in their daily or weekly schedule, their supervisor will inform their department steward and will post notice of such in a conspicuous location in the department as early as reasonably possible.

**10.5** Overtime shall be distributed as equally as possible among those employees normally performing the work, in accordance with current practice. With respect to overtime required at the end of a scheduled shift, if there are not enough volunteers among the employees normally performing the work, the Company will require the least senior employee(s) on the shift in the department with the qualifications to perform the required work. With respect to all other overtime required, if there are not enough volunteers among the employees normally performing the work, the Company will require the least senior employee(s) in the department with the qualifications to perform the required work.

(a) **1 1/2 Times After Forty-Four Hours.** The Company will pay one and one half (1 1/2) times their regular rates to employees for all hours worked in excess of forty-four (44) hours in a calendar week.

(b) **1 1/2 Times for Sunday work.** The Company will pay to employees one and one-half (1 1/2) times their regular rates for work performed on Sunday.

(c) If an employee is paid one and one half (1 1/2) times their regular rate for any hours worked prior to reaching forty-four (44) hours worked in a calendar week, such hours paid at time and one-half (1 1/2) will not count as part of the forty-four (44) hours worked that are necessary to require further payment of one and one-half (1 1/2).

**10.6 ( a )** Paid Breaks: The Company agrees to grant two (2) paid rest periods of fifteen (15) minutes each, as scheduled by the Company, for work performed on a

shift of greater than six (6) hours. Employees shall be granted one additional rest period of fifteen (15) minutes, as scheduled by the Company, if required to work greater than ten (10) hours.

(b) **Unpaid Meal Break:** The unpaid meal period shall be either one (1) hour or one half (1/2) hour, as scheduled by the Company.

## ARTICLE 11 - PLANT HOLIDAYS

11.1 The Company agrees to pay all employees for eight (8) hours at their regular rate of pay for each of the nine (9) holidays listed below regardless of the day on which they fall. If a holiday falls on a Sunday, it will be observed on the following Monday:

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

In addition to the foregoing, **one (1) floater holiday** will be granted. However, the floating holiday will not apply to any employee during the first year of that employee's employment, **nor will it apply to any employee who is absent for the full year for any reason.** The date of observance of this holiday will be determined by mutual agreement between the parties. It is understood that no floating holiday will be allowed during the months of **June to September** and during the month of December of each year and employees who do not take their floating holiday shall receive eight (8) hours' pay at their regular rate to be paid during the first full pay period of December.

11.2 In the event that the Government declares Heritage Day to be a statutory holiday, then it will replace the floating holiday. The granting of such holiday with pay will be subject to the same conditions which govern the pay of other holidays.

11.3 An employee shall not be eligible for pay for such holidays (**except for the floating holiday**) if he:

(a) was hired less than four (4) weeks prior to the Holiday:

(b) is absent on the work days immediately preceding or next following any holiday. However, if an employee has taken absent due to certified illness or injury, or with the permission of the Company, on either or both of the work days immediately preceding or next following the holiday, **and has not been absent for a period in excess of thirty (30) days**, he shall be considered eligible for pay for such holiday, **subject to the provisions of Article 11.4.**

(c) is on lay off or leave of absence.

**11.4** An employee who is receiving **W.S.I.B.** or Weekly Indemnity benefits during the period when a plant holiday falls shall receive only the amount of pay by which the pay for the holiday exceeds such Weekly Indemnity benefit or **W.S.I.B.** payment for that day.

**11.5** If hourly-rated employees do perform work on any of the nine **(9)** plant holidays listed above, they shall receive, if eligible, holiday pay, and shall, in addition, be paid **time and one half (1 1/2) their regular rates** for all hours worked on such days.

## **ARTICLE 12 - SENIORITY**

**12.1** New employees will be considered probationary employees for the first ninety **(90)** days worked of their employment and during their probationary period such employees, who will be entitled to no seniority, may be disciplined, dismissed or laid off at the sole discretion of the Company. At the end of the probationary period the employee will be entered on the seniority list as of the date of original hiring. Employees laid off during their probationary period who are recalled within thirty **(30)** calendar days, will retain their original hiring date. If recalled after thirty **(30)** calendar days, they will start back as a new employee.

**12.2** Promotions will be made on the basis of ability. When two or more employees are considered by the Company to possess sufficient ability, then seniority will be the governing factor, and the Company will not exercise its discretion in an arbitrary or discriminatory manner.

**12.3** Seniority records will be posted on the bulletin board and revised each six **(6)** months. A copy of the seniority list shall be given to the Local Union President. Effective November 4, 1986, if more than one employee is hired on the same day, their names shall be placed on the seniority list in alphabetical order using their surnames.

**12.4** Seniority service records shall be considered broken **and employment terminated** when an employee voluntarily leaves the service of the Company, or is discharged for cause, **or has been laid off by the Company for eighteen (18) months or longer**, or is absent without **notifying** the Company for more than two **(2)** working days, unless excused by the Company.

**12.5** In the event of a lay-off due to lack of work, the Company will **endeavor** to give the employees affected **five (5)** days notice. The President of the Local Union will also be given notice of lay-offs.

**12.6 ( a )** **In any case of permanent or indefinite layoffs, seniority shall govern. An employee who is laid off in his own department will be assigned to another job in the same plant, due consideration being given to skill, experience, and the time required to learn the job.**

(b) (i) With respect to temporary layoffs of less than sixteen (16) weeks, the primary consideration is seniority will govern, with due consideration to skill, ability and the time required to learn the job. The following defines the terminology **utilized**:

(ii) Branch Departments are a room or rooms within the main department, i.e. bacon, sausage, burger, etc. are branch departments within the Processing Department, and boning, chilled pork packaging, and cutting, etc. are branch departments within the Fresh Pork Department.

(iii) Quality Meat Packers Main Departments and Branch Departments are currently as follows:

1. Processing Department (at **Bramalea**)  
Branch Departments: Burger, Sausage, Portion, Smoked Meats Stuff&/Formulation, Curing, Bacon, Smokehouse, Fully Cooked Packaging, Microwave.
2. Shipping/Receiving (at **Bramalea**)  
Branch Departments: Shipping, Receiving, General Palletizing.
3. Sanitation (at **Bramalea**)
4. Fresh Pork Department (at **Tecumseth**)  
Branch Departments: Cutting, Boning, Chilled Pork Packaging.
5. Shipping (at **Tecumseth**)  
Branch Departments: Shipping, Receiving.
6. Sanitation (at **Tecumseth**)

(iv) Temporary layoffs of less than sixteen (16) weeks shall be handled in the following manner:

1. When reducing the work force within a branch department, the senior most employees will be retained first. If their position has been temporarily eliminated, they will be offered the most junior permanent position remaining in the branch department, subject to the considerations set out in paragraph 12.6(b)(i) above. If they choose not to bump the junior employee, they will be offered the opportunity to accept voluntary lay-off for the duration of the temporary lay-off period.
2. Once branch departmental **staffing** is adjusted, those most junior employees displaced, starting with the least senior employee who has more seniority than an employee in the Main department, will have the right to bump into the most junior permanent position within the Main department, subject to the considerations set out in paragraph 12.6(b) (i) above. This process requires that the most junior positions be **filled** first. If it is not taken by that employee, it will be offered to the next senior employee being displaced,

moving up the list until it has been taken or all employees have chosen lay-off rather than exercise bumping rights.

**3. Junior Main department employees displaced will have a right to displace junior employees on the Master Seniority List located in the same plant as the employee displaced, subject to the considerations set out in paragraph 12.6 (b) (i) above. Again, the most junior employees from the Main department are offered the most junior position on the Master List in the same plant. The next most junior employee from the Main department is offered the next most junior position (if the most junior position is displaced), moving upward until it has been taken or all employees have chosen lay-off rather than exercise bumping rights.**

**4. Notwithstanding the foregoing, an employee who is laid off for more than thirty five (35) weeks, shall be entitled to bump the most junior employee in the other plant, subject to the considerations set out in paragraph 12.6 (b) (i) above.**

**(c) The Company will endeavour to give all employees five (5) working days' notice in writing of a lay off. If the employee moves to another department with a different rate, the employee will assume the new rate according to the applicable wage schedule.**

**(d) Employees recalled to their home departments must return.**

**12.7 a ) Recall from permanent or indefinite layoffs shall be to the same plant from where the layoff occurred and shall be based on seniority; the last hired shall be the first laid off and the last to be laid off shall be the first recalled, due consideration being given to skill, experience, and the time required to learn the job.**

**b) Recalls from temporary layoffs will be to the same plant from where the layoff occurred. Employees on temporary layoff will be called back in order of seniority in accordance with the following procedure:**

**1. Recall will be to recall those most senior employees overall on layoff and who at layoff requested, in writing, that they be recalled for any job, plant-wide, for which they are qualified and able to perform;**

**2. Recall will be those most senior employees who requested, in writing, that they only be recalled for any job within their main department for which they are qualified and able to perform;**

**3. Recall will be those most senior employees who requested, in writing, that they only be recalled for any job within their branch department for which they are qualified and able to perform;**

4. **Employees taking layoff and have elected to return only to their branch or main department will have the opportunity to change their election after eight (8) complete weeks of layoff. If they do so, they will then be considered for the next available opening according to their choice and they can choose to stay on layoff for another eight (8) week period**
5. **It is acceptable for those employees who decide to change their election, to do so by contacting the Company (or Union) by phone prior to start of the next two (2) month period.**
6. **Employees must return to their branch department when recalled.**
7. **Employees may not stay on layoff if they have been recalled by seniority, once all employees have been recalled.**

**12.8** Any employee who has been notified by registered letter at his last known address to return to work and within three (3) days has failed to do so, or failed to contact the office, shall be considered to have quit his employment voluntarily and his **seniority and employment rights** shall thereupon be terminated. When any such notice is sent to any employee by registered letter a copy thereof shall be sent concurrently to the Union.

**12.9** One employee, who may be elected or appointed to a full-time position with the Union, upon proper notice to be agreed upon by management, shall be granted a leave of absence without pay not to exceed the life of this agreement. Upon one week's notice of his desire to again return to work for the Company, he shall be placed on his job previously held, or one of equal pay, without loss of seniority, provided he is physically fit and capable of performing the work. Leave of absence under this clause will be granted by management in writing.

**12.10 Subject to Clause 12.11**, if an employee is absent from work because of sickness **or accident**, he shall not lose his seniority rights and shall also return to the position held prior to his absence, or to one of equal rating, provided he is capable of performing former duties. In the case of such absence it shall be the duty of each employee so absent to notify the Company of the reasons for absence and how long he expects his absence will last. **The employee will be further required to update the Company on his medical status whenever his medical status changes, and in any event at least once per month.**

**12.11** The Company may terminate employees on **W.S.I.B.** benefits or absent due to non occupational sickness or accidents who have been absent from work for a continuous period for two (2) years plus one (1) day or more but subject to the following conditions;

- (a) any employee so terminated will be entitled to and the Company will continue their benefits package for a three (3) month period from the date of termination;

**(b) any such employee who has been employed by the Company for a period of ten (10) years or more (including disability or WSIB time) will receive an additional one month of benefits coverage for each full year of employment completed over and above the first ten years to a maximum of seven extra months.**

**(c) the maximum entitlement will be ten (10) months extension based on the above criteria.**

**The provisions of this Clause 12.11 are subject to the provisions of the Workplace Safety Insurance Act and the Human Rights Code.**

**12.12** Where an employee within the bargaining unit accepts a position outside the unit, plant seniority shall be maintained for **six (6) months (or nine (9) months if transferred out of the bargaining unit prior to ratification of this agreement)**, at which time it will be determined by the Company if he or she is to return to the bargaining unit. An employee **in a non-bargaining unit position as at ratification** who is transferred to the bargaining unit and who was hired prior to **March 1, 1983** will retain his or her full seniority. Company employees who have never been part of the bargaining unit can only be transferred into the bargaining unit as a new employee.

**12.13** Shift preference for the same work will be determined by seniority except for the starting up of a new line where training is required. In this case exceptions to the seniority privilege will apply for six (6) weeks unless determined otherwise by the parties. An employee must work in the **branch department and have performed the same work** for three (3) consecutive months before he can exercise his right under this clause, also, the employee must have worked the consecutive previous three (3) months on the shift that he desires to leave.

## **PART-TIME**

**12.15** Part-time employees are employees who are scheduled for **24** hours or less in a calendar week, and, notwithstanding any other provision of this collective agreement, are not entitled to the provisions of Articles **10, 11, 12.1-12.14, 13, 14, 18, 19, 20, 23, Schedule "A", Schedule "D" and Appendix "A"**- Article **12** of the collective agreement except as follows:

**(a) Part-time employees will be eligible for public holiday pay for their scheduled hours on such holiday provided that they report for work on their regularly scheduled work-day before and after the holiday.**

**(b) Part-time employees with one year's service or more will be eligible for vacations and vacation pay as set forth in the Employment Standards Act of Ontario.**

**(c) A part-time employee will be paid the same wage rate as a full time employee performing the same job.**

**12.16** The Company agrees that it will not lay off any existing full time employee for the purpose of replacing such full time employee with a multiple number of part-time employees.

**12.17 (a)** No employee hired prior to **October 31, 1998**, shall be assigned to the part-time classification. This does not prohibit full time employees from applying for a part-time job posting and being accepted as part-time should they elect to do so. If they are accepted as part-time they will assume part-time status and will only be entitled to the provisions of the Collective Agreement set out herein as applicable to part-time employees.

**(b)** Part-time employees can exercise their seniority only amongst other part-time employees for the purpose of **maximizing** their hours within the twenty-four **(24)** hour qualification subject to their ability to perform the available work.

**(c)** Seniority shall be based on the last date of hire.

**(d)** The twenty-four **(24)** hour maximum qualification for part-time status is based on a three month average to be calculated at **March 31, June 30, September 30** and **December 31** of each year. The hours used in the calculation shall exclude those hours assigned to replace vacations and absences due to sickness / accident.

**(e)** Part-time employees will be entitled to single coverage benefits after they have completed their probationary period, except Weekly Accident and Sickness Benefits and Dental Benefits, upon satisfying any applicable waiting period.

**(f)** Part-time employees shall have the right to apply for a full time posting but will be given no preference over any other inside candidate, but will be given preference, if qualified, over an outside candidate.

**(g)** Part-time employees hired by the Company shall be considered as probationary employees until they have completed seven hundred and twenty **(720)** hours worked, during which time they may be discharged or disciplined for any reason in the Company's discretion. The Company may not discharge the employee for purposes of enforcing additional probationary period. Upon completion of the seven hundred and twenty **(720)** hours worked, the employee shall be either discharged or placed on the part-time seniority list as of the date of the commencement of his probationary period.

## **ARTICLE 13 - VACATIONS**

**13.1** Vacations will be based on service with the Company computed to July 1st in the year in which the vacation is to be taken.



13.2 All employees on the Company's payroll for a period of less than twelve (12) months prior to July 1st in any year shall be entitled to vacation pay at the rate of 4% of such employee's earnings during the twelve (12) months immediately preceding July 1st in that year in accordance with the Employment Standards Act.

13.3 Employees on the Company's payroll as of July 1st in any year who have one (1) year or more of service as of July 1st shall be entitled to two (2) weeks' vacation and shall receive as vacation pay an amount equivalent to 4% of such employee's total earnings during the twelve months (12) immediately preceding July 1st in that year.

13.4 Employees on the Company's payroll as of July 1st in any year who have five (5) years or more of service as of July 1st shall be entitled to three (3) weeks' vacation and shall receive as vacation pay an amount equivalent to 6% of such employee's total earnings during the twelve (12) months immediately preceding July 1st in that year.

13.5 Employees on the Company's payroll as of July 1st in any year who have ten (10) years or more of service as of July 1st shall be entitled to four (4) weeks' vacation and shall receive as vacation pay an amount equivalent to 8% of such employee's total earnings during the twelve (12) months immediately preceding July 1st in that year.

**13.6 Only employees on the Company's payroll, who have eighteen (18) years or more of service as of the date of ratification of this agreement and are currently entitled to five (5) weeks' vacation and who receive as vacation pay an amount equivalent to 10% of such employee's prior year's earnings shall continue to receive said entitlement. This entitlement shall not increase or decrease for the duration of this collective agreement.**

**13.7 Only employees on the Company's payroll, who have twenty-five (25) years or more of service as of the date of ratification of this agreement and are currently entitled to six (6) weeks' vacation and who receive as vacation pay an amount equivalent to 12% of such employee's prior year's earnings shall continue to receive said entitlement. This entitlement shall not increase or decrease for the duration of this collective agreement.**

**13.8 Total earnings shall include regular pay, overtime pay and other premiums, but exclude vacation pay previously paid, W.S.I.B. payments and any other amounts not received directly from the Company.**

13.9 An employee who is discharged or quits without notice shall receive, with his last pay before leaving the plant, vacation allowance in accordance with the Employment Standards Act. An employee who resigns after giving one (1) week's notice shall receive vacation pay in accordance with his entitlement, i.e. 4%, 6%, 8%, 10% or 12%.

13.10 (a) Vacations may be granted at any time subject to the demands of the business but the Company will make a sincere effort to grant vacations at times requested by employees, in order of seniority all employees shall select their vacations prior to

February 28 of each year and the department vacation list shall be posted by March 15 of each year. Vacation scheduled must be taken and cannot be cancelled.

**(b) Vacation of four (4) consecutive weeks:** Although three (3) weeks is the maximum allowable vacation to be taken in any vacation year during prime months (June, July, August and September), employees with the required seniority may be able to take up to four (4) weeks vacation during these months. However, in order to get this time the employee must meet the following criteria.

- Request for this time must be made and confirmed in writing.
- Request for this time must be made prior to Feb. 28th of the vacation year.
- An employee will only be allowed this benefit once in a five (5) year period.
- If more than one eligible employee applies for this benefit for a given period, determination as to who will get this time will be made on a seniority basis.

**13.11** (a) Employees shall take their vacations in the year in which they become eligible for it. Vacations shall not be accumulated from year to year.

(b) Employees that are eligible for two (2) weeks or more of vacation time must take a minimum of two (2) weeks vacation in the calendar year.

(c) Vacation pay will be paid consistent with the number of weeks of vacation taken.

(d) Employees who have not taken their vacation time off by September 1st in any calendar year will receive their vacation payment owing in the first full week of September.

13.12 If a paid plant holiday falls within an employee's vacation period, the Company will either allow the employee concerned a compensatory day's holiday with pay or make payment for the holiday.

## **ARTICLE 14 - MISCELLANEOUS**

14.1 Present laundry service for employees shall be maintained

### **Leave of Absence**

14.2 When an employee's personal affairs make it desirable for him to be relieved temporarily from Company duties, leave of absence without pay beyond regular vacation to which an employee is entitled, may be granted for good and sufficient reasons, **provided all vacation credits have been exhausted. No leave of absence will be considered from June to September, inclusive, unless compelling personal circumstances can be established.** Seniority shall accumulate during a leave of absence.

14.3 Leave of absence will not be granted for the purpose of allowing any employee to take another position temporarily, to try out new ventures, or to venture into business for himself

14.4 Leave of absence, before being granted, must be requested in writing and confirmed in writing by the Company.

14.5 The Company will provide the employees with sharpened tools. In the event that the tools have not been sharpened, then the Company will allow the employee reasonable time for the sharpening of the tools.

14.6 The Company will allow employees adequate relief as well as necessary time for changing clothing or equipment necessitated by a change in working conditions

**14.7 <Moved to Article 10 – Hours of Work and Overtime>**

#### **14.8 Bereavement Pay**

(a) In case of death in the immediate family, an employee who has acquired seniority will be allowed up to three (3) consecutive work days off without loss of pay, provided the days off are his scheduled working days and provided the employee attends the funeral.

For the purpose of this clause, an immediate relative shall be one of the following: wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather and **grandchildren**.

(b) A seniority employee will be allowed leave with pay for the day of the funeral of a member of the immediate family if the employee is unable to attend the funeral.

(c) An employee who attends the funeral of a sister-in-law or brother-in-law shall receive eight (8) hours' pay at his regular rate for the day of the funeral. Such payment will only be made if the day of the funeral is the employee's regular work day.

#### **14.9 Injury Shift Guarantee**

An employee injured while working in the plant shall suffer no loss of earnings for hours he would have worked but were necessarily lost on the day on which the accident occurred and/or up to three (3) subsequent absences within six (6) weeks of the date of the accident **if**, as a result of such injury, he is sent home or to the hospital or for medical attention on instructions from the medical department but, if such is not possible, then by a Company Representative. Amounts received under **W.S.I.A.** for such time shall be deducted from benefits due under this section.

## 14.10 Company Supplied Equipment

(a) The Company will furnish employees with seniority, knives, steels, oilskins, whetstones, scabbards, aprons, rubber gloves, and rubber boots specified by the Company as required for work in accordance with the following:

(i) New employees will be charged for the above tools but will be reimbursed after their probationary period.

(ii) Employees must return worn or damaged tools and equipment before being supplied with replacements. Failing to return such worn or damaged tools and equipment, the employee will be charged for the full replacement value.

(iii) An employee who attempts to return another employee's tools or equipment for replacement purposes will be subject to instant dismissal.

(b) Launderable work clothing, gloves, hair-nets and head coverings specified by the Company as required for work will be supplied to the employees. Such clothing remains the property of the Company and, except with permission, shall not be removed from the Company's premises and must be returned when worn out or upon separation of the employee. Clothing not returned will be paid for by the employee. The Company will make the necessary arrangements for the laundering of washable clothing.

(c) **Rubberized Safety Boots will be governed by the following:**

(i) **Employees must at all times during working hours wear Rubberized Safety Boots that comply with the established guidelines as set out by the Company for use in the facility. Such boots must be properly treaded and otherwise be in satisfactory condition. Any employee who is not wearing such boots is subject to being sent home without pay, until proper boots are obtained.**

(ii) **Effective January 1, 1999, the Company will stock at least one style of Rubberized Safety Boot, as it selects from time to time, in standard sizes. An employee who has completed his probationary period prior to January 1<sup>st</sup> in any year may elect to obtain his Rubberized Safety Boots from the Company, from such stock, for such year. Alternatively, such employee may elect to be provided with an annual allowance of one hundred and ten (110) dollars (one hundred and thirty (130) dollars for employees classified as freezer personnel) for his own purchase of Rubberized Safety Boots that comply with established guidelines as aforesaid. Such allowance will be paid in two equal installments, one installment to be paid with the last regular paycheque in January, the other with the last regular paycheque in July. New hires and employees who have not completed their probationary period by January 1<sup>st</sup> in any year will not be entitled to an election and will be required to obtain their Rubberized**

**Safety Boots for such year from Company stock, unless otherwise agreed by the Company. Employees entitled to an election of an allowance in any year must make such election on or before January 10<sup>th</sup> of such year, failing which, Rubberized Safety Boots must be obtained from Company stock Once an election for an allowance is made in any year it cannot be revoked for that year, and Rubberized Safety Boots cannot be obtained from Company stock. Notwithstanding the foregoing, maintenance employees who elect an allowance will be entitled to use a portion of such allowance for the purchase of safety footwear used in hot work (welding, etc.)**

**14.11** Employees who are required to work **more than two (2) hours in excess of their regularly scheduled shift on any day** will be provided with a meal or g-ranted a meal allowance of **\$7.00**.

**14.12** Tradesman or other skilled trades workers with one (1) or more years of seniority in the mechanical department shall receive a tool allowance as follows:

<b>Maintenance Classification Group "7" - "11" (per wage Schedule "B")-</b>	<b>\$150.00 per year</b>
<b>All other Maintenance Classification Groups</b>	<b>- \$85.00 per year</b>

This tool allowance shall be used for the purposes of replacing broken or worn out tools, or to purchase tools that are necessary to perform the jobs to which they are assigned.

This tool allowance shall be paid in advance in the month of January; employees who leave the service of the Company before December 31 shall reimburse the Company on a prorated basis.

#### **14.13 Pregnancy/Parental Leave**

**Leave of absence because of pregnancy or parental leave, including for adoption, will be granted in accordance with the Employment Standards Act.**

#### **14.14 Appearance in Court**

An employee summoned to appear or required to serve jury duty, or one who has been served with a subpoena to appear as a witness, shall be paid the difference between what he would have earned for his scheduled hours at his paid rate and the court fee received. Employees should notify their foreman as possible after receipt of notice of selection for jury duty or after receipt of the subpoena to appear as a witness.

The Company may require the employee to furnish a certificate of service **from an officer** of the court before making any payment under this section. The employee will come to work during those regular hours that he is not required to attend court.

14.15 The Company will observe a two (2) minute silence for all employees on “Remembrance Day”.

## **ARTICLE 15 - SAFETY AND HEALTH**

**15.1** The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary to properly protect employees **from** injury shall be provided by the Company. All such protective devices shall remain the property of the Company.

**15.2** The Company and the Union will each appoint respective members to a safety committee (not more than two (2) members from each party). The committee’s function will be to assist the management in promoting safety and industrial hygiene in the plant and carrying out a reasonable accident prevention program by such means as periodic plant inspection, etc.

## **ARTICLE 16 - LABOUR MANAGEMENT COMMITTEE**

**16.1** The parties will establish a Labour Management Committee consisting **of not more than four (4) representatives** from each side. Once established the Committee will determine its own agenda and procedure of operation.

## **ARTICLE 17 - UNION NOTICES**

**17.1** The Company will provide the Union with a bulletin board **at each plant. The Company will permit Union officers who are employed by the Company to post notices of Union meetings and other matters of interest to Union members, provided all such notices are first approved by the Company. Such approval shall not be unreasonably withheld. The Company will also provide the local Union President with a lock and key for the bulletin boards.**

## **ARTICLE 18 - HEALTH AND WELFARE PLAN**

**18.1** The Company and the Union agree to the Health and Welfare Plan as contained in Schedule “A” attached to this agreement.

## ARTICLE 19 - WEEKLY PAY GUARANTEE

**19.1** The Company guarantees to each employee with seniority pay equivalent to thirty-seven (37) hours of work at the employee's regular rate of pay for each week of work. **However, notwithstanding the Articles of this Collective Agreement, the Company may, for each shift in a department, reduce the weekly guarantee to thirty-two (32) hours to a maximum of ten (10) weeks per year.**

Such guarantee shall be reduced by any or all of the following:

- (a)** For every hour worked and/or paid, hour for hour.
- (b)** For all time lost by the employee due to lateness or absence from work.
- (c)** For refusing to perform the work assigned, in accordance with 19.2 below.

**19.2** It is understood that the Company shall be free to distribute work within all departments and to transfer employees from one department to another, provided the work does not involve extreme changes in working conditions.

**19.3** The weekly pay guarantee will only apply to employees hired prior to October 31, 1998.

## ARTICLE 20 - JOB POSTING

**20.1** When a permanent job vacancy occurs within a **branch** department, employees within that **branch** department shall be permitted at their request to be considered for the vacancy under the conditions outlined in the provisions of Section 12.2. When a vacancy within a **branch** department cannot be satisfactorily filled from within **the branch** department affected, the Company will post notice of vacancy throughout the plants for a period of **three (3) working days** and employees will be considered under the conditions outlined in the provisions of Section 12.2. **Only the original plus three (3) subsequent vacancies will be posted.**

In the event that an employee is absent due to sickness, accident or vacation when a vacancy is posted, the Steward may apply on behalf of such employee so that the employee may be considered for the position, provided that he or she returns to work within a reasonable period of time. The employee on leave of absence shall be excluded from the job posting clause.

The Company will not be required to consider an employee who has been transferred as a result of the provisions of this clause within the previous six (6) months.

New employees will be excluded from the job posting clause for the first year of their employment.

Employees with less than three (3) years' seniority with the Company can only bid for a job opening in his group or in a group of a higher pay than their own.

## **20.2 Temporary Vacancies**

**a) Temporary vacancies created as a result of a change in production or introduction of a new process expected to be at least thirteen (13) weeks in duration will be posted. If they exist beyond twenty-six (26) weeks, they will be posted as a permanent position. However, the incumbent will be given the first opportunity to accept the afore-mentioned position. Only one subsequent vacancy will be posted as a result of the foregoing and upon completion of this process, the employees will revert to their original positions.**

**b) If temporary vacancies are created as a result of absenteeism due to sickness or accident, and the vacancy is expected to be at least thirteen (13) weeks in duration, notice of such vacancies will be posted on the Company bulletin board. Only one subsequent vacancy will be posted as a result of the foregoing and upon completion of this process, the employees will revert to their original positions.**

## **ARTICLE 21 - EMPLOYMENT AGE AND RETIREMENT**

**21.1 No person will be employed who is less than the minimum applicable legal age prescribed by the Occupational Health & Safety Act.**

21.2 Employees who have attained the age of 65 on or before January 1, 2000 shall retire on January 1, 2000.

21.3 Employees who attain 65 years of age after January 1, 2000 shall retire on the last day of the month in which they attain 65 years of age



## ARTICLE 22 - STUDENT EMPLOYMENT

The Company may employ students for summer and other school vacation periods and also students who are in **co-op** programs with the following limitations.

a) Students other than those **co-op** programs may only be hired between **April 1<sup>st</sup>** and **September 30<sup>th</sup>** and for a maximum of two weeks at the Easter or Christmas Holiday period unless otherwise agreed by the Union.

b) No more than **three (3) co-op** students will be employed and each individual **co-op** student can not work more than four (4) months per annum unless otherwise agreed by the Union.

Student employees will not acquire seniority rights or recall rights and may be terminated at the sole discretion of the Company at any time.

Student employees will pay Union dues but are not entitled to the provisions of the Collective Bargaining Agreement other than payment in accordance with the following:

In the first calendar year	<b>\$9.00</b> per hour
In the second consecutive calendar year	<b>\$9.50</b> per hour
In the third consecutive calendar year and consecutive years thereafter	<b>\$10.00</b> per hour

## ARTICLE 23 – SKILLS ENHANCEMENT

**Employees may be offered training to gain the skills and experience necessary to enable them to be pre-qualified for potential opportunities requiring greater skills.**

**Where the Company creates such training opportunities they will be posted and employees will be selected for the opportunity in accordance with the provisions of Article 12.2 of this Agreement.**

**Employees selected for training opportunities will be paid at their current job rate on a straight time basis regardless of when the training is offered.**



**ARTICLE 24 - DURATION OF AGREEMENT**

**24.1** This agreement shall be in full force and effect from December 1, 1998 to and including October 31, 2004, and from year to year thereafter unless either party gives notice in writing of termination or of amendment not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration.

**24.2** During the period of negotiations resulting from any of the provisions above, this agreement shall remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 .

**UNITED FOOD COMMERCIAL WORKERS**

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**QUALITY MEAT PACKERS LIMITED**

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## SCHEDULE "A"

### HEALTH, WELFARE AND PENSION PLAN

The Company agrees to pay the premium for the Health and Welfare Plan referred to in the agreement **which** provides the following benefits to all eligible employees with seniority in accordance with the rules and regulations of the carrier.

Life Insurance and A.D. & D. - \$30,000.00

Weekly Accident and Sickness Benefits (payable **from the 1st work** day of accident or, **hospitalization or from the 4th work** day of illness for a **period of two** weeks and from the **18th** week until the **37th** week inclusive):

**The weekly benefit will be equal to 70% of weekly earnings, subject to the maximum amount set by the Employment Insurance Act, as determined at time of disability.**

~~Non~~ Employment Insurance Sickness Benefits will be claimed by the employee from the **3rd** week to the **17th** week inclusive.

Major Medical Plan (employee and dependants)

The Company agrees to provide a major medical plan subject to the following:

\$10.00 per year deductible (single)	Paying 100% of balance of
\$20.00 per year deductible (family)	eligible expenses

Dental Plan (employees and dependants)

*[Note: These terms relating to the Dental Plan are conditional upon the receipt, review and acceptance by the Company of the terms of the "Participation Agreement" and any other agreements or documents incorporated or referred to therein. If the Company does not agree to the terms of such agreement the Company's proposal is that the **existing** Dental Plan will be continued in accordance with its present terms and conditions for the term of this collective agreement, except there will be a one year lag in the **O.D.A. fee** schedule through such term]*

The dental plan for all employees and their dependants **will** be amended as follows:

**(a)** Effective January 1, 1999, the Company agrees to contribute twenty-three **(23)** cents per hour for all hours paid and worked to a maximum of forty **(40)** hours per week, and **2080** per year, for seniority employees, to the United Food & Commercial Workers Trusteed Dental Plan Ontario ("Dental Plan"). Effective January 1, 2002 the contribution will increase to **24** cents/hour, effective January 1, 2003 the contribution will increase to **25** cents/hour, effective January 1, 2004 the contribution will increase to **26** cents/hour.

**(b)** The Company agrees to sign the “Participation Agreement” and supply any other relevant documents, forms, reports or information that are reasonably required by the Trustees of the Dental Plan.

**(c)** The Company shall forward all contributions, together with a list of all seniority employees, and the number of hours paid and worked for each employee in each reporting period, within fifteen (15) days following the end of each of the Company’s four (4) week accounting periods.

#### **Vision Care Plan (employees and dependants)**

**\$140.00** maximum per person each twenty-four (24) months.

#### **(Elimination of Long Term Disability Benefits)**

The coverage on the major medical plan is limited to:

- (a)** ward hospital coverage;
- (b)** a maximum of \$7.00 for any dispensing fees charged and claimed as part of eligible expenses;
- (c)** with respect to dental plan, an employee may only claim for recall exams and x-rays once every 9 months;
- (d)** coverage for Physiotherapy is capped at \$500 per calendar year for the employee and each dependant.
- (e)** Total coverage for orthotics shall not exceed \$600 per family every twenty four (24) months. The orthotics must be prescribed by a physician.

#### **Pension Plan**

*[Note: The following terms relating to the C.C.W.I.P.P. Pension Plan and contributions for future service are conditional upon the receipt, review and acceptance by the Company of the terms of all documents relating to the Pension Plan, including the “participation Agreement” and any other agreements or documents incorporated or referred to therein. If the Company does not agree to the terms of such Pension Plan documents, the Company’s proposal is that contributions continue to be made to the existing pension plan on the same terms and conditions, save and except that the said contributions will be made at the rate of forty (40) cents per hour worked by each full time employee for the term of this collective agreement ]*

(A)

(i) Effective January 1, 1999, the Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan (“pension plan”) forty (40) cents per hour for all hours paid and worked for all full time employees. Hours paid and worked is defined as regular hours, overtime hours (hour for hour), vacation, paid holidays, bereavement and jury duty to a maximum of forty (40) hours per week and/or 2000 hours per annum per employee, but shall not include Weekly Accident and Sickness Benefits or Workers’ Safety and Insurance payments.

(ii) The Company agrees to sign the “Participation Agreement” and supply any other relevant documents, forms, reports or information, in a form acceptable to the Company, that are reasonably required by the Trustees of the pension plan for the administration of the plan. The Company shall forward all contributions together with a list of all full time employees and the number of hours paid and worked for each employee in each reporting period, within fifteen (15) days following the end of the Company’s four (4) week accounting periods.

(iii) Beyond payment of the forty (40) cents per hour as set out in paragraph (a) above, the Union acknowledges and agrees that the Company has no responsibility for any costs or expenses associated with the maintenance and administration of the pension plan, except any late remittance charges that the Trustees are required to levy on contributions not remitted on time, including, without limiting the generality of the foregoing, the filing of any Information Returns required by the Pension Commission.

(iv) Any and all terms and conditions of this agreement regarding the pension plan are subject to the provisions of the Pension Benefits Act and any other applicable legislation, regulations and any orders or directions of any regulatory authorities to which the parties are subject.

(B) *[Note: The following terms relating to the transfer of Company contributions and employee contributions from the existing pension plan to the C.C.W.I.P.P. pension plan for past service are conditional upon the Company and the Union both agreeing that such transfer can be effected reasonably. Such agreement must be reached by both parties on or before April 30, 1999. Failing such agreement the funds in the existing pension plan will remain in such plan.]*

(i) Company contributions to the Pension Plan for the Hourly Employees of Quality Meat Packers Limited and Toronto Abattoirs Limited up to and including December 31, 1998 will be transferred to the C.C.W.I.P.P. to be applied as past service credits, subject to the Pension Benefits Act and other applicable legislation, and provided that the parties and any regulatory authority to which the parties are subject agree.

**(ii) Employee's contributions to the Pension Plan for the Hourly Employees of Quality Meat Packers Limited and Toronto Abattoirs Limited up to and including December 31, 1998 will be handled in the following manner:**

- (a) Will be transferred to the C.C.W.I.P.P. to be applied as past service credits; or**
- (b) Will be kept in the present plan and withdrawn according to the regulations of the plan; or**
- (c) Will be rolled over to a locked in R.R.S.P. in the individual's name; or**
- (d) Will be rolled over to the individual employee to be used in any form.**
- (e) All the above options will be subject to the agreement of the parties and any regulatory authorities to which the parties are subject, and will be subject to the Pension Benefits Act and any other applicable legislation.**

**SCHEDULE "B"**

**Wage & Group Schedule**

**Effective December 1, 1998 to October 31, 2004**

<b>GROUP</b>	<b>1998 DEC 1<sup>ST</sup></b>	<b>1999 DEC 1<sup>ST</sup></b>	<b>2000 DEC 1<sup>ST</sup></b>	<b>2001 DEC 1<sup>ST</sup></b>	<b>2002 DEC 1<sup>ST</sup></b>	<b>2003 DEC 1<sup>ST</sup></b>
<b>1</b>	<b>\$10.40</b>	<b>\$10.40</b>	<b>\$10.40</b>	<b>\$10.55</b>	<b>\$10.55</b>	<b>\$10.55</b>
<b>2</b>	<b>\$10.85</b>	<b>\$10.85</b>	<b>\$10.85</b>	<b>\$11.00</b>	<b>\$11.00</b>	<b>\$11.00</b>
<b>3</b>	<b>\$11.65</b>	<b>\$11.65</b>	<b>\$11.65</b>	<b>\$11.80</b>	<b>\$11.80</b>	<b>\$11.80</b>
<b>4</b>	<b>\$13.45</b>	<b>\$13.45</b>	<b>\$13.45</b>	<b>\$13.60</b>	<b>\$13.60</b>	<b>\$13.60</b>
<b>5</b>	<b>\$14.60</b>	<b>\$14.60</b>	<b>\$14.60</b>	<b>\$14.90</b>	<b>\$14.90</b>	<b>\$14.90</b>
<b>6</b>	<b>\$15.60</b>	<b>\$15.60</b>	<b>\$15.60</b>	<b>\$15.90</b>	<b>\$15.90</b>	<b>\$15.90</b>
<b>7</b>	<b>\$18.60</b>	<b>\$18.60</b>	<b>\$18.60</b>	<b>\$18.75</b>	<b>\$19.10</b>	<b>\$19.50</b>
<b>8</b>	<b>\$19.70</b>	<b>\$19.70</b>	<b>\$19.70</b>	<b>\$19.93</b>	<b>\$20.32</b>	<b>\$20.75</b>
<b>9</b>	<b>\$20.36</b>	<b>\$20.36</b>	<b>\$20.36</b>	<b>\$20.60</b>	<b>\$21.00</b>	<b>\$21.45</b>
<b>10</b>	<b>\$21.08</b>	<b>\$21.08</b>	<b>\$21.08</b>	<b>\$21.35</b>	<b>\$21.75</b>	<b>\$22.20</b>
<b>11</b>	<b>\$21.83</b>	<b>\$21.83</b>	<b>\$21.83</b>	<b>\$22.10</b>	<b>\$22.50</b>	<b>\$22.95</b>

**SCHEDULE "C"**

**Job Classifications**



## HOG SLAUGHTER

	<b>QMP</b>
	<b>WAGE GRP.</b>
HOG RECEIVER	5
DRIVE HOGS	3
<b>FEED BUTINA</b>	5
FEED AND CONTROL <b>BUTINA</b>	2
SHACKLING	5
STICKER	6
SCALDING TANK OPERATOR	5
<b>GAM</b> TABLE	4
SWITCH (FEED DRESSING LINE)	3
SHAVE-DIRECT HOGS TO DRESSING	2
OPERATE BRISKET SAW	5
BUNG CUTTING MACHINE	4
<b>RE:</b> UMBILICAL CHORD/OPENING BELLY	5
EVICERATE & H-BONE <b>CUTTER</b> (Rotation)	6
DROP TONGUES / PLUCKS	6
POP KIDNEYS FOR INSPECTION	4
REMOVE HEART AND LUNG	3
REMOVE SKIRT MEAT	3
<b>RE:</b> LIVER \ FEED CASING ROOM	3
CLEAN LIVER AND STAMP EST. #	2
OPERATE HOG <b>SPLITTING</b> SAW	6
NECK WASHER	3
DROP HEADS	4
HELD RAIL	6
CUT BACK FAT AND UMBILICAL CHORD	4
CLEAN FRONT FEET	3
REMOVE SPINAL CORD	2
REMOVE GLAND FROM JAW	4
REMOVE KIDNEYS	2
CLEAN TENDERS	3
OPERATE SCALE	6
CUT EARS FOR PET FOOD	3
REMOVE HEADS	3
REMOVE STICK WOUND	3
REMOVE LEAF FAT	4
SCRAPE LEAF <b>LARD</b> FROM BELLY	4
TROLLEY WASHER	3
SERVICE CHILL ROOM	5
RELIEF PERSON	6

## HEAD BONING TABLE

	<b>CMP</b>
	<b>WAGE GRP.</b>
SCALP HEADS AND PULL SNOOTS	3
BONE HEADS	3
FEED JAW BREAKER	2
TRIM TONGUES	3
TRIM EARS	3
TRIM SNOOTS	3

## CASING ROOM

PULL STOMACHS	3
PULL SPLEENS	3
FEED RUNNERS	3
PULL RUNNERS (AIRKNIFE)	4
OPERATE CASING MACHINES	5
SALT RUNNERS IN THE DRUMS	3
TRIM STOMACHS	3
WASH STOMACHS	2
TRIM DIAPHRAGMS	3
PULL BUNGS	2
FLUSH BUNGS	2
CUT BUNGS	2
TURN BUNGS INSIDE OUT	2
INEDIBLE PRODUCTS	1
PRODUCT IN DRUMS AND ICED	2
RELIEF PERSON	5

## CASING COOLER

PACK PANCREAS, BUNGS, SKIRT MEAT  
PRODUCT IN DRUMS TO B.R.T.



## OFFAL ROOM,

PREPARE BOXES	1
PACK (LIVERS, EARS, SNOUTS, ETC.)	2
SCALE AND STRAPPING	4
PALLETIZE AND SCANNING	3

## LARD ROOM / INEDIBLE

OPERATE LARD ROOM	5
INEDIBLE (LOADING WASTE)	2
PICK UP INEDIBLE AND BONES OPER.	4
WASTE WATER AND MUCOSA	4

## CUTTING ROOM

	QMP	
	WAGE	GRP
SETTING UP ROOM	1	
SETTING UP ROOM 8 SERV. BACK UP	4	
PUSHING CHILL HOGS	3	
CHECKING HAMS	4	
CHECKING SHOULDERS	4	
LINING UP HAMS & HIND FEET	4	
LINING UP SHOULDERS	3	
SPLITTING MIDDLES	4	
CUTTING HOCK & FRONT FOOT	3	
REMOVING TAILS	5	
REMOVING LUG FAT	5	
LOIN PULLER OPERATOR	4	
TRIMMING LOINS	5	
GRADING LOINS	3	
PACKING LOINS	1	
TANKING LOINS	1	
GRADE HAMS	2	
PACKING HAMS	1	
WIZARD TRIM BACK FAT 60 %	3	
PACKING BACK RIND	1	
PACKING BACK FAT	1	
LINING UP BELLIES (Rotation)	5	
LIFTING SIDE RIBS	5	
REM SIDE RIBS TURNING BELLIES (Rotation)	2	
PACKING SIDE RIBS (Rotation)	2	
TRIMMING RIB IN RIND ON BELLIES (Rotation)	5	
TURNING BELLIES	1	
TRIMMING BELLIES	4	
GRADING BELLIES	3	
REM NECK BONES ,NYK FAT &JOWL	5	
GRADE & SPLIT NEW YORKS	3	
TRIM PICNICS	4	
PACK PICNICS	1	
TRIM BUTTS	4	
PACK BUTTS	1	

## CUTTING ROOM - Continue

	<b>QMP</b>
	<b>WAGE GRP.</b>
CUTTING NECK BONES	3
PACKING NECK BONES	1
PACKING HOCKS	1
TRIMMING FRONT FEET	3
PACKING FRONT FEET & TAILS	1
FEED SKINNING MACHINES (NYK, JOWL)	2
TRIM NECK FAT	3
PACK NECK FAT	1
LINE CARTONS TO SCALE	1
MAKING CARTONS	1
BAGGING CARTONS	1
BONING HOCKS & RELIEF (Butcher)	5
SCALE OPERATORS	4
MAKING COMBOS	2
DRIVING IN THE ROOM	4
DRIVING IN THE HALLWAY	4
FLOOR SCALE OPERATOR	4
<b>PALLETIZES</b> (LOOPS)	3
CLEANING HELD PRODUCT	5
CLEANING ROOM	1
PUSHING FRESH HOGS	3
TRIMMING <b>COSTCO</b> LOINS	5
BONING TENDERLOIN <b>END(COSTCO)</b>	5
WRAPPING LOINS ( <b>COSTCO</b> )	1
<b>B.B.Q.</b> SIDE RIBS ( <b>COSTCO</b> )	5
LINE UP CARTOONS GAS FLUSH	1
OPERATE <b>GASFLUSH</b> MACHINE	3
OPERATE SCALE	4
SELECTING HAMS( <b>PILLERS&amp;USA</b> )	2
<b>CUTTING</b> PACKING HIND FEET	3
CLEANING CONDENSATION	1
SHARPENING KNIVES	3
TRIMMING <b>NYK</b> FAT	3
PACK <b>NYK</b> FAT	1
CUTTING FAT	1
PACKING GELATIN RINDS	1
PACKING BELLY RIND	1
BONING ROUGH PICNICS	5
RELIEF PERSON	5

## BONING # 1 LOINS

	<b>OMP</b>
	<b>WAGE GRP.</b>
SETTING UP ROOM	1
SETTING UP ROOM & SERV. B/UP	4
FEED LINE (Rotation)	2
REMOVE TENDER	5
PULLING TENDER	1
BAND SAW OPERATOR (Rotation)	4
TAIL BONES AND BACK RIBS	5
FEATHER & BACK BONES	5
TRIMMING TENDERLOINS	3
SELECT <b>PSE</b>	5
TRIMMING BACKS	5
WRAPPING BACKS	1
PACKING BACK RIBS	1
PACKING <b>BACKENDS</b>	1
WRAPPING TENDERS	1
SELECT BACKS & REMOVE ENDS	5
RELIEF PERSON (Butcher)	5

## BONING # 2 NEW YORK'S

SETTING UP ROOM	1
FEED LINE (Rotation)	2
MACHINE OPERATOR	3
TRIM	5
WIZARD KNIVES	4
REMOVE <b>CAPICOLA</b>	5
BONING SHOULDERS	5
WRAP <b>CAPICOLA</b>	1
WRAP SHOULDERS	1
RELIEF PERSON (Butcher)	5

## BONING # 3 HAMS

	<b>QMP</b>
	<b>WAGE GRP.</b>
SETTING UP ROOM & SERVICE	4
SETTING UP ROOM	1
SKINNING 8 FEED LINE	3
WIZARD KNIVES	3
BONING HAMS	5
DEFATTING HAMS	5
TRIM HAMS	5
INSPECT & FINAL TRIMMER	5
RELIEF PERSON	5

## FRESH CHILL PORK

UNWRAP MEAT	2
WRAP & PACK	2
OPERATE MACHINE	2
SCALE	4
SERVICE & PALLETIZE	4

## SHIPPING RECEIVING

SHIPPER / RECEIVER  
PICKER

<b>QMP</b>
<b>WAGE GRP.</b>
3
3

## SANITATION

DEPARTMENT CLEANER (Night)  
DAY CLEANER  
CHEMICALS DISPENSER

4
3
4

## PACKAGING & SUPPORT

PACKING OFFAL'S  
SCALE OFFAL'S  
SERVICE PERSON  
**8600 CRYOVAC** OPERATOR  
PACKING **VAC** PRODUCTS  
SCALE **VAC** PACK PRODUCTS  
**PALLETIZE**  
FORMING CARTONS  
CLEANING BONING & PACK. ROOMS  
REWORK LEAKERS & RELIEF  
SUPPLY DRY GOODS  
PACKING TRIMS  
SCALE 8 LABEL TRIMS  
TANKING & TRANSFER BONES  
TANKING TRIMS

<b>QMP</b>
<b>WAGE GRP.</b>
1
4
4
4
4
1
4
2
1
<b>1</b>
3
4
1
4
4
1



# PREPARED MEATS

SMOKED MEATS AM		GMP
JOB		WAGE GRP.
SMOKE/DELUGE/TREE WASH		2
<b>GRINDER/FORMULATOR</b>		5
<b>PRE-GRINDER/BATCHING</b>		3
HANGPRODUCT		1
TREE WASH OPERATOR		1
STUFFER OPERATOR		3
GENERAL LABOUR		1

SAUSAGE AM
JOB

FORMULATOR	4
ROSS MACHINE OPERATOR	3
GAS FLUSH OPERATOR	3
GAS FLUSH <b>OPERATOR/</b> STUFFER	3
BOX MAKER	1
<b>SCAN/PACK/ROSS/PIANO</b>	3
<b>FORMULATOR/SERVICE</b> PERSON	4
REWORK CASING	1
GENERAL LABOUR	1
<b>STUFFER/OPERATOR</b>	3
PACKER	1
PACK 8 PIANO PERSON	2
BOX MAKER I <b>LABELER</b>	1

SAUSAGE (PM)
JOB

FORMULATOR	4
ROSS MACHINE OPERATOR	3
GAS FLUSH OPERATOR	3
GAS FLUSH <b>OPERATOR/</b> STUFFER	3
BOX MAKER	1
<b>SCAN/PACK/ROSS/PIANO</b>	3
<b>FORMULATOR/SERVICE</b> PERSON	4
REWORK CASING	1
SCANNER OPERATOR	2
<b>PACK/STUFF/BOX</b> MAKER	3
GENERAL LABOUR	1
STUFFER OPERATOR	3
PACKER	1
PACK & PIANO PERSON	2
BOX MAKER I <b>LABELER</b>	1

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<b>BURGER</b>		<b>GMP</b>
JOB		<b>WAGE GRP.</b>
FORMULATOR		3
<b>FORMAX OPERATOR</b>		<b>3</b>
<b>FORMULATOR/FORMAX OPERATOR</b>		<b>3</b>
BURGER PACKERS		<b>1</b>
BOX MAKER / <b>PALLETIZER</b> / SCANNER		<b>1</b>

<b>SMOKEHOUSE</b>		
JOB		
SMOKEHOUSE OPERATOR		5

<b>PORTION CONTROL</b>		
JOB		
PRESS OPERATOR		3
<b>AEW I APC SLICER OPERATOR</b>		4
CHOP PACKERS		2
BOX MAKER / SCALER		2

<b>MARINATED PREPARTION</b>		
JOB		
<b>TRIMMER</b>		3
LAYER MEAT INTO BASKET FOR <b>KABOBS</b>		1
INSERT SKEWER INTO TUBE SUPPORTS		1
<b>KABOB MACHINE OPERATOR</b>		2
OPEN BASKET / REMOVE FINISHED		<b>1</b>
SPICE ON <b>KABOBS</b>		1

<b>MARINATED PACKAGING</b>		
JOB		
LOAD <b>TIROMAT</b>		1
<b>TIROMAT OPERATOR</b>		3
CLEAN FILM		1
APPLY LABELS ON PACKAGES I PACK		1
WEIGHT CARTONS / <b>PALLETIZE</b> / SCAN		3
REWORK I BOX MAKER		1

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<b>FLOATERS</b>	
JOB	<b>QMP WAGE GRP.</b>
PRE-OPERATION SETUP	4
PRE-OPERATION SETUP/PLANT SERVICE	5
FLOATERS	2

<b>SMOKED MEATS (PM)</b>	
JOB	
SMOKE/DELUGE OPERATOR	2
FORMULATOR	5
PRE-GRINDER	3
TREE WASH OPERATOR	1
GRINDER I FORMULATOR VATS	3
DOUBLE CLIPPER OPERATOR	3
STUFFER OPERATOR	3

<b>BACON</b>	
JOB	
COMB I FEED BELLIES I MACHINE OPER.	3
SERVICE OPERATOR(BELLY PUMP)	3
SMOKE / DELUGE / MAKE PICKLE OPER.	3
DECOMB/PRESS OPERATOR	3
FEED FORMAX BACON SLICER	1
BACON GRADER/FEED 618/PACK	4
FEED 618/SCALE/PACK BACON	3
FEED 618 LINE	2
FLEX VAC 618 OPERATOR	4
REWORK - LEAKERS/RESHINGLE/FOLDERS	1
PREPARE VAC PACK ENDS	2
PACK BULK BACON ENDS	1
SERVICE PERSON(WASH TREE/TEMPER)	2
SERVICE PERSON(SUPPLIES)	2
DIXIE PACK DP100 OPERATOR	3
FEED 618/SCALE/PACK BACON	3

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Brampton, Ontario

BACON PM		OMP
JOB		WAGE GRP.
COMB / FEED BELLIES		3
SERVICE OPERATOR(BELLY PUMP)		3
SMOKE I DELUGE I MAKE PICKLE OPER.		3
DECOMB/PRESS OPERATOR		3
FEED FORMAX BACON SLICER		1
BACON GRADER/FEED 618/PACK		4
FEED 618/SCALE/PACK BACON		3
FEED 618 LINE		2
FLEX VAC 618 PACKAGING OPERATOR		4
REWORK - LEAKERS/RESHINGLE/FOLDERS		3
PREPARE VAC PACK ENDS		2
PACK BULK BACON ENDS		1
SERVICE PERSON(WASH TREE/TEMPER)		2
SERVICE PERSON(SUPPLIES)		2
DIXIE PACK DP100 OPERATOR		3
FEED 618/SCALE/PACK		3

CURED MEATS AM		
JOB		
INJECTOR OPERATOR		4
OPERATE MASSAGERS		4
MAKE PICKLE		3
MULTIVAC OPERATOR		4
COOKED HAM SYSTEM OPERATOR - New Duties		4
DOUBLE CLIPPER OPERATOR		3
NET BUTTS		1
WASH LANGEN VATS / TREES		1
NET BONE IN HAMS / PICNICS		1
GENERAL LABOUR		1
INJECTOR/MASSAGER/FORMULATOR		4
WRAP INJECTED BACKS		1
BOX MAKER		1

FINISHED GOODS PACKAGING		
JOB		
GENERAL MACHINE LINE OPERATOR		3
MACHINE OPERATOR/SERVICE PERSON	II	4

Quality Meat Packers Limited  
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FINISHED GOODS PACKAGING PM	
JOB	CMP WAGEGRP.
GENERAL MACHINE LINE OPERATOR	3
MACHINE OPERATOR/SERVICE PERSON	4

CURED MEATS PM	
JOB	
INJECTOR OPERATOR	3
OPERATE MASSAGERS	4
COOKED HAM SYSTEM OPERATOR - New Duties	4
DOUBLE CLIPPER OPERATOR	3
NET BUTTS	1
PACKER	1
WASH LANGEN VATS / TREES	1
NET BONE IN HAMS / PICNICS	1
WRAP INJECTED BACKS	1
BOX MAKER	1

PLANT SERVICES	
JOB	
PLANT SANITATION AM / PM	2
PLANT SERVICES PERSON (MATERIAL HANDLING)	3

MICROWAVE	
JOB	
MICROWAVE OPERATOR	3
MICROWAVE OPERATOR	3

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SANITATION		OMP
		WAGE GRP.
NIGHT SANITATION		4
NIGHT SANITATION		4
SHIPPING		
SHIPPER		3
SHIPPER		3
RECEIVING		
RECEIVER		3
FREEZER		3
GENERAL PALLETING		
PALLETIZER		2
PALLETIZER		2
PALLETIZER		2

## MAINTENANCE

<u>Job Description</u>	<u>Rate Group</u>	<u>Requirements and Duties</u>
<b>Electrician/Technician</b>	<b>11</b>	Must hold a valid Ontario Electrical License. Develops machine <b>and</b> process control systems. Performs PLC programming, repairs and troubleshooting on <b>all</b> electrical and electromechanical related devices.
Electrician – Licensed	10	Must hold a valid Ontario Electrical License. Performs repairs and troubleshooting on <b>all</b> electrical and electromechanical related devices.
Millwright	9	Must hold a valid Ontario Millwright License. Primarily responsible for maintenance of production equipment.
Refrigeration Mechanic	9	Must hold valid Ontario Refrigeration Mechanic' License and/or Valid Operating Engineers Certificate.
Plumber Licensed	9	Must hold a valid Ontario Plumbers' License.
Electrician – Non-Licensed	8	Same duties as a Licensed Electrician. Can move up to the higher group with a valid License.
Production Mechanic	8	Same duties as Millwright except without a valid License. Can move up to the higher group with a valid License.
General Mechanic	7	Duties include Fabrication, Welding, Pipe Fitting, Plumbing, Equipment Installation, Material handling equipment repairs.
Building Trades	7	includes Carpenters, Forming and Concrete Bricklayers and Painters.
Mechanics Helper	3	Minimal Mechanical Knowledge.
Apprenticeship Program		<p>The Apprentice must provide written documentation from the program coordinator that he has successfully completed the respective school term and has moved up to the next highest year of study within the program.</p> <ul style="list-style-type: none"> <li>- 1<sup>st</sup> year 70% of Group Rate.</li> <li>- 2<sup>nd</sup> year 80% of Group Rate</li> <li>- 3<sup>rd</sup> year 90% of Group Rate</li> <li>- 4<sup>th</sup> year 95% of Group Rate</li> </ul>

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The Company reserves the right to modify the Job Requirements and/or duties for all existing jobs at Quality Meat Packers Limited and/or Toronto Abattoirs Limited and any new Job positions created within the Company.

## **SCHEDULE "D"**

### **Lump Sum Payment on Ratification**

**On ratification, a lump sum payment will be provided in accordance with the following formulae:**

- (a) - Active Production employees with six (6) months service or more as at December 1, 1998, will be entitled to a lump sum payment on ratification equal to seventy (70) dollars per month of completed service on or before December 1, 1998, gross, provided they are actively employed on the date of ratification. Notwithstanding the foregoing, the minimum amount payable to such active Production employees will be three thousand five hundred (3,500) dollars, gross, and the maximum amount payable to such active Production employees will be twenty thousand (20,000) dollars, gross.**
- (b) Active Production employees with less than six (6) months service as at December 1, 1998, and all active Maintenance employees will be entitled to a lump sum payment on ratification of one thousand (1,000) dollars, gross, provided they are actively employed on the date of ratification.**
- (c) Inactive employees (employees on layoff, leave of absence, on disability, etc.) as at December 1, 1998, will be entitled to a lump sum payment on ratification of one thousand (1,000) dollars, gross, provided they continue to have employment status on the date of ratification. In addition, such inactive employees will be entitled to payment in accordance with paragraph (a) above, less the one thousand (1,000) dollars, gross, amount received pursuant to this paragraph (c), if they return to regular full-time active employment for a period of three (3) months or more.**
- (d) After ratification, payments required by this Schedule "D" will be made on December 16, 1998, or, at the employees' option, January 15, 1999.**



## APPENDIX "A"

The following are the changes or additions applicable when applying this consolidation to Toronto **Abattoirs** Limited.

**ARTICLE 7 - SETTLEMENT OF GRIEVANCES**

**7.2 change** The union agrees to appoint or elect a maximum of **eight (8)** stewards.

**ARTICLE 8 - WAGES**

**8.1 change** All employees will be classified in accordance with the Classification Schedule included in this Agreement as Schedule B and be paid at the rate assigned for the classification pursuant to the Wage Schedule applicable to them.

**ARTICLE 12 SENIORITY**

**12.1 addition** The seniority of employees of the previous company shall date **from** October 1, 1960.

**12.6 addition** **For the purpose of Article 12.6, the Departments of the Company are as follows:**

- 1. Casing/Offal/Inedible(Tecumseth)**
- 2. Stockyard(Tecumseth)**
- 3. Kill Floor (Tecumseth)**
- 4. Maintenance(Tecumseth)**
- 5. Maintenance(Bramalea)**
- 6. Sanitation(Tecumseth)**

## SCHEDULE "B"

**change** The Classification "Schedule B" which forms part of this Appendix applies to Toronto **Abattoirs** Limited.

# Memorandum of Agreement

Between:

United Food and Commercial Workers Union, Local 743

-and-

Quality Meat Packers Limited

Without admission of liability on the part of any party, the following sets out a tentative agreement between the union and the Management of Quality Meat Packers Limited to resolve the grievance regarding "Masks".

The rule for wearing of masks properly over the nose, covering the **mouth** and nose, is **recognized** as reasonable. The general principle is that masks are to be worn on any job where an employee could or does have contact with exposed meat. Not limiting the above masks are required to be worn in the following areas:

1. **Tecumseth**
  - a) Chill Pork Packaging;
  - b) All other areas, excluding the following positions:
    - hog pushers, main corridor floor scale, box makers, set-up prior to operation and final **sanitizer**, operation of loin puller, feed chutes, scale and strapping machinery, prep gas flush, gas flush operator, forming combos, stand-on power pallet machine outside room, **palletizer**, knife sharpener (outside of production rooms), night sanitation, clean condensation in cooler, weighing pallets, scale operator.
  
2. **Bramalea**
  - a) fully cooked packaging;
  - b) sausage processing area
  - c) marinated processing area
  - d) but not in:
    - burger processing, bacon processing, shipping and receiving,
  - e) sanitation and maintenance (unless working in the above areas)

**The** above does not prohibit the company from implementing the mask rule in any new areas where it may be deemed necessary. However, the union will be consulted in advance.

In addition, the parties agree that the employees at the **Bramalea** location who lost wages as a result of the events on December 15, 1997, will be compensated for lost wages for that date.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
Date

## Lump Sum Payment Formula Summary:

- **Primary Group** Lump Sum Payment Formula:
  - \$70.00 per Month per Year of Service
  - \$3,500.00 Minimum
  - \$20,000.00 Maximun
  - Eligible Employees  
Active Production Employees With 6 Months  
Service or more as at December 1, 1998.

Example # 1, an employee with a start date of May 1, 1978 the formula is, May 1, 1978 to December 1, 1998 equals 247 months x \$70.00 = \$17,290.00 of a lump sum payout.

Example # 2 an employee with a start date of April 1, 1992 the formula is, April 1, 1992 to December 1, 1998 equals 76 months x \$70.00 = \$5,320.00

All employees with a start date of October 1, 1994 to June 1, 1998 would receive a lump sum payment of \$3,500.00.

All employees who started on or before February 1, 1975 will received \$20,000.00.

## **Lump Sum Payment Formula Summary:**

- **Secondary Group** Lump Sum Payment Formula:
  - \$1,000.00
  - Eligible Employees
    - Active Maintenance Employees
    - Active Production Employees with Less than 6 Months Service as at December 1, 1998.
    - Inactive Employees
      - (Potential further eligibility)