



CONSOLIDATION OF COLLECTIVE AGREEMENTS

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COLLECTIVE BARGAINING
INFORMATION SERVICES

Between:

QUALITY MEAT PACKERS LIMITED

480 emps

- and -

**UNITED FOOD AND COMMERCIAL WORKERS CANADA
LOCAL 175**

And Between:

TORONTO ABATTOIRS LIMITED

150 emps

- and -

**UNITED FOOD AND COMMERCIAL WORKERS CANADA
LOCAL 175**

Effective: November 1, 2007 to October 31, 2010

00264(09)

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PREFACE

This booklet contains a consolidation of Collective Agreements between Quality Meat Packers Limited and the United Food and Commercial Workers and between Toronto Abattoirs Limited **and** United Food and Commercial Workers Canada, Local 175, which agreements are in effect for the period November 1, 2004 to October 31, 2007. The full text of the Collective Agreement between Quality Meat Packers Limited and United Food and Commercial Workers is set out in this booklet. That text applies **with** respect to the Agreement with Toronto Abattoirs Limited, subject to the exceptions set out in Appendix “A”.

With respect to any disagreement between the parties, the signed Collective Agreements will **be** used to settle the disagreement,

COLLECTIVE AGREEMENT

Between

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

- and -

UNITED FOOD AND COMMERCIAL WORKERS CANADA ,LOCAL 175
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 (a) 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.

(b) The Company recognizes the Union negotiating Committee will be composed **of** the Plant Chairperson, the Chief Steward **for** QMP, the Chief Steward for TAL, **and** two committee members elected or appointed by the Union

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.

(iii) Notwithstanding Article 1.2 (ii) and Article 9.2, supervisors and other excluded employees shall not be used for purposes **of** causing a layoff **of** bargaining unit employees or reducing their regular or overtime hours.

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 - PURPOSE

2.1 The purpose of this agreement is to maintain a 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 (A) The Company shall during the term of this Agreement, as a condition of employment deduct from members of the bargaining unit, the regular weekly union dues and such dues shall be remitted to the Union, in the format in **(3)** below, prior to the fifteenth (15) of the month following the month in which such deduction is made.

The Company shall collect membership initiation fees as may be established by the Union and forward any application forms and such fees to the Union in the format outlined in (B) below, with the regular monthly dues remittance.

3.1.1 (B) The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following current information: as known to the Company.

1. S.I.N.
2. Employee number
3. Full name (Last/First/Initials)
4. Date of hire
5. Rate of pay
6. Union dues deducted
7. Total dues deducted
8. Initiation fees deducted
9. Total initiation fees deducted

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 Membership

All employees covered by 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.

3.4 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.

3.5 Address List

The Company agrees to remit, twice annually, to the Union a complete address list, including telephone number (including area code) **and** S.I.N. 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 (a) 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.

(b) The company agrees to provide the Plant Chairperson with four (4) hours paid time per day to attend to Union business.

7.2 The Union agrees to appoint or elect a maximum of sixteen (16) Stewards, a maximum of eight (8) per plant, and one (1) chairperson for both plants. One of the stewards will be recognized as the Chief Steward for Quality Meat Packers Limited and one will be recognized for Toronto Abattoirs Limited. 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 Chairperson, 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 workstation, 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) **1st 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) **2nd Step** – If a grievance is not settled at the 1st Step **and** there is a request to hold a **2nd 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 **2nd Step**, the Union shall have four (4) **working** days following the receipt of the Company's written decision to request a **3rd Step** meeting, This request must be made in writing and delivered to the Human Resources Department within the said four (4) working days.
- (c) **3rd Step** – If a grievance is not settled at the **2nd Step**, and there is a request to hold a **3rd 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(s) may be present at the **2nd Step** **if** either the Union or the Company so **desire**.
- (e) The grievor will be in attendance at third step meetings when requested by the Union

- 7.6** (a) If settlement **is** not reached at the **3rd** Step, either party shall have **thirty (30)** 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 **3rd** 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 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.

Neither party shall raise or proceed with a timeliness issue argument regarding “filing for arbitration” without first **giving** the other party written prior notice **of its** intent to **do** so.

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

ARTICLE 8 – WAGES AND CLASSIFICATIONS

8.1 Wages and classifications are set out in Appendix “B” and Appendix “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 stubs will be provided in envelopes, unless an emergency condition exists. Within one hundred twenty (120) days of ratification of this Agreement, the Company will pay by direct deposit to ~~the~~ employee’s account in a recognized financial institution of the ~~employee's~~ own choice. It shall be the responsibility of the employee to provide void cheques and other banking information as required **by** ~~the~~ payroll process when requested by the Company. 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". The Company agrees to arrange that the pay stub will show the current and previous year's vacation accrual balances.

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 (\$.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 Team Leader

- (a) Team Leader shall be defined as a person who performs work and directs work of others, and shall not have authority to hire, fire, suspend or otherwise penalize other employees, and he/she shall **be** a Union member.
- (b) Team Leader shall not receive preferential treatment where daily overtime is concerned, or daily hours worked when a supervisor is present in the department.
- (c) **It** is understood and agreed that the Company has the sole discretion to determine whether any Team Leader position is to be created or filled. Without limiting the generality of the foregoing, **the** Company has the right to eliminate any existing team leader position without posting for its replacement. **If the** Company determines that a new team leader position **is** to be created or **if** it determines that a Team Leader position left vacant is to be filled, the Company agrees that such team leader position shall be posted, but seniority, skill and competency, and attitude shall be equal criteria for selection, notwithstanding any provisions of Article 12 **or** Article 20 to the contrary.
- (d) Team Leader shall receive fifty-five cents (**\$0.55**) above the highest rate actually **paid** to employees under his/her direction except in cases where the Team Leader is the highest rated employee in which case fifty-five cents (\$0.55) shall be added to his/her job rate.

There will be no expansion in the number of Team Leaders employed by the Company for the duration of the collective agreement. Further, it is agreed that should any incumbent in this position be removed from this position or leave the position for any reason, he or she will not be replaced for the duration of this agreement. All Team Leaders shall have a sticker clearly visible to identify their status. The Company will provide the Union with a list of **Team** Leaders from QMP and **TAL**.

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-two (42) 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-two (42) 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 rate 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-two (42) 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-two (42) 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.
- 10.7** (a) If an employee reports to work at his regularly scheduled time and there **is** no work available **for** him in his regular job, he will be given four (4) hour's work at some other job or four (4) hour's pay at his applicable hourly rate unless he has received previous notification not to report for work. This clause will not apply if work is not available as a result of causes beyond the reasonable control of the Company.

(b) An employee who, after leaving the Company's premises, is called to return to the plant for an emergency shall be paid for a minimum of four (4) hours at his regular rate.

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. For the purpose of this provision, a person will be deemed absent if he has not worked at least three (3) complete hours of his scheduled shift unless such absence is due to an illness or injury certified on the day of absence by a Medical Doctor or the plant nurse, or unless such absence is with the permission of the Company. Notwithstanding, an employee who has been absent from work for a period in excess of thirty (30) days as of the date of the holiday shall not be eligible for pay for such holiday subject to the provisions of 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 a Union Representative from the Local Union. 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, 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. boning, chilled pork packaging, and cutting room, etc. are branch departments within the Fresh Pork Department."

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

1. Fresh Pork Department

Branch Departments: Cutting, Boning, Chill Pork/ Slicing & Packaging.

2. Shipping
Branch Departments: Shipping, Receiving,
3. Sanitation

(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.

(c) The Company will endeavor 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 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) 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, 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

12.14 Part-time employees are employees who are scheduled for twenty-four (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, 12.1-12.13, 13, 14, 18, 19, 20, 23, 24, Schedule "A", Memorandum of Agreement - "B", 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.

12.15 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.

12.16 (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, less Weekly Indemnity and dental benefits, upon satisfying the 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 within 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.

12.17 Any additional work required on any given day that cannot be handled by either full time or part time employees scheduled that day will be offered to qualified full time employees available at work on that day before any **part** time employees are called in.

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 Employees on the Company's payroll as of July 1st in any year who have twenty (20) years or more of service as of July 1st shall be entitled to five (5) weeks' vacation and shall receive as vacation pay an amount equivalent to 10% of such employee's total earnings during the twelve (12) months immediately preceding July 1st in that year.

13.7 Only employees on the Company's payroll who have twenty-five (25) years or more of service as of January 29, 1999, and are currently entitled to six (6) weeks vacation and who receive as vacation pay an amount equivalent of 12% of such employees 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 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.
- 13.13** The company agrees to pay Vacation Pay on separate cheque or by separate deposit

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 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.

The Company reserves the right to require satisfactory proof of the bereavement as a condition of providing bereavement pay as prescribed in this Article. Notwithstanding the foregoing, the Company shall accept reasonable reasons from employees who are unable to provide proof if required by the Company.

- (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.

14.8 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.

14.9 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.

(c) Launderable work clothing, gloves, hairnets 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) 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 1st 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** paycheck in **July**. It **is** understood **and** agreed that only employees who have actively worked for the Company in the **six-month** period prior to the payment of a boot allowance installment **will** be eligible for such installment. New hires and employees who have not completed **their** probationary **period by** January 1st 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 10th of such **year**, failing which, Rubberized Safety Boots must 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.).

14.10 Employees who are required to work 10 ¼ hours or more on any day will be provided with a meal or granted a meal allowance **of \$7.00."**

14.11 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:

Maintenance Classification Group "7" - "11" (per wage Schedule "B")	- \$200.00 per year
All other Maintenance Classification Groups	- \$110.00 per year

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.

14.12 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.

14.13 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 soon 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.

14.14 The Company will observe a two (2) minute silence for all employees on "Remembrance Day".

14.15 The Company agrees to contribute one thousand (1000) dollars to the UFCW Leukemia Fund on November 1st of each year of the contract

14.16 The cost **of** printing the collective agreement will be shared on a 50/50 basis. Both Union & Company logos to **appear** on cover. Printing to be done **by** 'Thistle Printing'.

14.17 The Company agrees to provide the Plant Chairperson with an updated copy of wages and classifications every six **months**.

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.

15.3 The Company will provide up to ten (10) days per year with pay for Union representation to attend safety seminars, etc. – not more than two (2) people from one unit and not more than five (5) days for each individual, inclusive of time required for certification of safety committee certified members, on the recommendation of the safety committee.

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 Plant Chairperson with a lock and key for the bulletin boards.

ARTICLE 18 - HEALTH, WELFARE AND PENSION PLAN

18.1 The Company and the Union agree to the Health and Welfare Plan as follows:

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. - \$35,000.00

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 maintained by the Employment Insurance Act, as determined at time of disability.

NOTE: 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:

A generic drug card will be provided to all seniority employees, subject to generic substitution and other customary exclusions.

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

Vision Care Plan (employees and dependants)

\$170.00 maximum per person each twenty-four **(24)** months.

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.

Dental Plan (employees and dependants)

(a) The Company agrees to contribute thirty-one ⁽³⁰⁾ **(31)** cents per hour for all hours paid and **worked**, for seniority employees, to the United **Food &** Commercial Workers Trusteed Dental Plan Ontario ("Dental Plan"). 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 2080 hours per annum per employee, but shall not include Weekly Indemnity or Workers' Safety **and** Insurance payments. The Company agrees to continue to pay applicable taxes on contributions required by law or by the signed Participation Agreement. Effective November 1, 2008, the contribution will increase to Thirty-two (32) cents per hour.

(b) The Company agrees **to** sign a "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 period.

Pension Plan

(A) (i) Effective November 1, 2007, and for the duration of this agreement, the Company **agrees** to contribute to the Canadian Commercial Workers Industry Pension Plan ("pension plan") ninety-five (95) cents per hour for all hours paid and worked for seniority 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 Indemnity or Workers' Safety and Insurance payments. There will be an additional amount of \$0.10 per hour paid to the Stabilization Fund of the pension plan over the **life** of the

agreement, to be paid as follows: Effective November 1, 2007, the Contribution will be five (\$.05) cents per hour, and effective November 1, 2008 the contribution will increase by five (\$.05) cents per hour

(ii) The Company agrees to sign a "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 period.

(iii) Beyond payment of the required contribution as set out in paragraph (A) (i) 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.

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.
- (d) For all time lost by the employee due to lateness or absence from work.
- (e) 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 (a) 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 plant 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. All permanent job vacancies to be filled should be posted within fifteen (15) working days.

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.

(b) A successful applicant will be given an opportunity of fulfilling the duties of the new position during a reasonable trial period of thirty (30) working days. If the employee fails to meet the requirements of the job at any time during the trial period, he will be returned to his former job."

20.2 Temporary Vacancies

a) Temporary vacancies created as a result of the 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 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.

- Deletion of mandatory retirement at age 65.

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 in co-op programs **may** only be hired between April 1st and September 30th 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 cannot 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	\$9.00 per hour
In the second consecutive calendar year	\$9.50 per hour
In the third consecutive calendar year and consecutive years thereafter	\$10.00 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 future 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 – GOOD ATTENDANCE BONUS

Any employee on the payroll for a full calendar year with good attendance and who is not absent for more ~~than~~ five (5) days in that year will receive an attendance bonus of \$900.00 gross, to be paid by the end of January of the following year. This amount shall also be paid to all eligible employees who qualify for the 2007 year. Days of absence due to vacation or approved leave of absence pursuant to Article 7.3(b), 14.2, 14.7, 14.12 or 14.13 of the collective agreement will not count as days absent for the purpose of this provision. The payment schedule will be as follows for those employees eligible: (\$750)

\$900 payable January 2008 for the 2007 qualifying year

\$900 payable January 2009 for the 2008 qualifying year

\$900 payable January 2010 for the 2009 qualifying year

ARTICLE 25 – SIGNING BONUS

(Economic adjustment)
(\$150)

The Company agrees to pay two signing bonuses of \$250 each, the first bonus paid within thirty days of ratification for employees actively employed on the date of ratification and the second bonus paid during the first week of January, 2009, for employees actively employed on both the date of ratification and on January 1, 2009. Each signing bonus shall be paid on a separate cheque.

ARTICLE 26 - DURATION OF AGREEMENT

26.1 This Agreement shall remain in full force and effect from November 1, 2007 to and including October 31, 2010, and as it may be extended as required by the terms of the Labour Relations Act, 1995, and from year to year thereafter unless either party gives notice in writing to the other party of termination or of amendment at any time within ninety (90) calendar days prior to the date of expiration of this Agreement.

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

Signed this 14 day of November, 2007.

UNITED FOOD COMMERCIAL WORKERS CANADA, LOCAL 175

Dan Paulo Union Rep
F. Penezes

NUNO FLAMINGO
JOHN CALDEIRA
[Signature]
[Signature]

QUALITY MEAT PACKERS LIMITED & TORONTO ABATTOIRS LIMITED

[Signature]
[Signature]
[Signature]

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 The union agrees to appoint or elect a maximum of eight (8) stewards, *including one (1) Chief Steward.*
- ARTICLE 8** - **WAGES**
 8.1 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** The seniority of employees of the previous company shall date from October 1, 1960.
- 12.6** For the purpose of Article 12.6, the Departments of the Company are as follows:
1. Casing/Offal/Inedible
 2. **Stockyard**
 3. **Kill Floor**
 4. Maintenance
 5. Sanitation

SCHEDULE "B"

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

Appendix "B"

Wage & Group Schedule

Effective November 1, 2007 to October 31, 2010

Class	Current	Date of Ratification	Nov. 1 2008	Nov. 1 2009
1	\$12.15	\$12.50 ✓	\$12.85 ✓	\$13.20 ✓
2	\$12.15	\$12.50	\$12.85	\$13.20
3	\$13.30	\$13.65	\$14.00	\$14.35
4	\$14.75	\$15.10	\$15.45	\$15.80
5	\$16.15	\$16.50	\$16.85	\$17.20
6	\$17.15	\$17.50	\$17.85	\$18.20
7	\$21.25	\$21.60	\$21.95	\$22.30
8	\$22.50	\$22.85	\$23.20	\$23.55
9	\$23.20	\$23.55	\$23.90	\$24.25
10	\$23.95	\$24.30	\$24.65	\$25.00
11	\$24.70	\$25.05	\$25.40	\$25.75

Appendix "C"

Job Classifications

Toronto Abattoirs Limited
Toronto, Ontario

HOG SLAUGHTER	
<i>JOB</i>	TAL WAGE GRP.
BUNG CUTTING MACHINE	4
CLEAN FRONT FEET	3
CLEAN LIVER AND STAMP EST. #	2
CLEAN TENDERS	3
CUT BACK FAT AND UMBILICAL CHORD	4
CUT EARS FOR PET FOOD	3
DRIVE HOGS	3
DROP HEADS	4
DROP TONGUES / PLUCKS	6
EVISCERATE & H-BONE CUTTER (Rotation)	6
FEED AND CONTROL BUTINA	5
FEED BUTINA	2
GAM TABLE	4
GENERAL LABOUR	1
HELD RAIL	6
HOG RECEIVER	5
NECK WASHER	3
OPERATE BRISKET SAW	5
OPERATE SHOWER SWITCH	3
OPERATE HOG SPLITTING SAW	6
POP KIDNEYS FOR INSPECTION	4
RE. LIVER \ FEED CASING ROOM	4
RE. UMBILICAL CHORD/OPENING BELLY	5
RELIEF PERSON	6
RELIEF PERSON (up to group 3)	3
REMOVE GLAND FROM JAW	4
REMOVE HEADS	3
REMOVE HEART AND LUNG	3
REMOVE KIDNEYS	2
REMOVE LEAF FAT	4
REMOVE SKIRT MEAT	3
REMOVE SPINAL CORD	2
REMOVE STICK WOUND	3
SCALDING TANK OPERATOR	5
SCRAPE LEAF LARD FROM BELLY	4
SERVICE CHILL ROOM	5
SHACKLING	5
SHAVE-DIRECT HOGS TO DRESSING	2
STICKER	6

Toronto Abattoirs Limited
Toronto, Ontario

HOG SLAUGHTER - Continued	
<i>JOB</i>	TAL WAGE GRP.
SWITCH (FEED DRESSING LINE)	3
TROLLEY WASHER	3
TTDC DATA TERMINAL CONTROL/TATTOO ENTRY (Rotation)	6

HEAD BONING TABLE	
<i>JOB</i>	TAL WAGE GRP.
BONE HEADS	3
FEED JAW BREAKER	2
SCALP HEADS AND PULL SNOUTS	3
TRIM EARS	3
TRIM SNOUTS	3
TRIM TONGUES	3

CASING ROOM	
<i>JOB</i>	TAL WAGE GRP.
CUT BUNGS	2
FEED BUNG FLUSHING MACHINE	2
FEED RUNNERS	3
FLUSH BUNGS	2
GENERAL LABOUR	1
INEDIBLE PRODUCTS	1
OPERATE CASING MACHINES	5
PRODUCT IN DRUMS AND ICED	2
PULL BUNGS	2
PULL RUNNERS (AIRKNIFE)	4
PULL SPLEENS	3
PULL STOMACHS	3
RELIEF PERSON (up to group 3)	3
RELIEF PERSON (up to group 5)	5
SALT RUNNERS IN THE DRUMS	3
TRIM DIAPHRAGMS	3
TRIM STOMACHS	3
TRIMMING BUNGS/REMOVE UTERI	4
TURN BUNGS INSIDE OUT	2
WASH STOMACHS	2

Toronto Abattoirs Limited
Toronto, Ontario

CASING COOLER.		TAL
<i>JOB</i>		WAGE GRP.
PACK PANCREAS, BUNGS, SKIRT MEAT	2	
PRODUCT IN DRUMS TO B.R.T.	2	

OFFAL ROOM		TAL
<i>JOB</i>		WAGE GRP.
PACK & SCALE (LIVERS, EARS, SNOUTS, ETC.)	3	
PALLETIZE AND SCANNING	3	
PREPARE BOXES	1	
SCALE AND STRAPPING	4	

LARD ROOM / INEDIBLE		TAL
<i>JOB</i>		WAGE GRP.
INEDIBLE (LOADING WASTE)	2	
OPERATE LARD ROOM	5	
PICK UP INEDIBLE AND BONES OPER.	4	
WASTE WATER AND MUCOSA	4	

Quality Meat Packers Limited
Toronto, Ontario

CUTTING ROOM	
<i>JOB</i>	OMP WAGE GRP.
B.B.Q. SIDE RIBS (COSTCO)	5
BAGGING CARTONS	1
BONING HOCKS & RELIEF (Butcher)	5
BONING ROUGH PICNICS	5
BONING TENDERLOIN END(COSTCO)	5
CHECKING HAMS	4
CHECKING SHOULDERS	4
CLEANING ROOM	1
CLEANING CONDENSATION	1
CLEANING HELD PRODUCT	5
CUTTING FAT	1
CUTTING HOCK & FRONT FOOT	3
CUTTING NECK BONES	3
CUTTING NECK FAT	4
CUTTING PACKING HIND FEET	3
CUTTING SIDE RIB BREAST BONES	4
DRIVING IN THE HALLWAY	4
DRIVING IN THE ROOM	4
FEED SKINNING MACHINES (NYK, JOWL)	2
FLOOR SCALE OPERATOR	4
GRADE & SPLIT NEW YORKS	3
GRADING BELLIES	3
GRADING LOINS	3
HAM SORTING OPERATOR	3
INJECTOR OPERATOR	4
LIFTING SIDE RIBS	5
LINE CARTONS TO SCALE	1
LINE UP & MARKING BELLIES	3
LINE UP CARTOONS GAS FLUSH	1
LINE UP SIDES & REMOVE JOWLS	3
LINING UP BELLIES (Rotation)	5
LINING UP HAMS & HIND FEET	4
LINING UP HIND FEED	3
LINING UP SHOULDERS	3
LOIN PULLER OPERATOR	4
MAKING CARTONS	1
MAKING COMBOS	2
OPERATE GASFLUSH MACHINE	3
OPERATE SCALE	4
PACK BUTTS	1
PACK NECK FAT	1
PACK NYK FAT	1
PACK PICNICS	1

Quality Meat Packers Limited
Toronto, Ontario

CUTTING ROOM - Continued	
JOB	OMP WAGE GRP.
PACKING BACK FAT	1
PACKING BACK RIND	1
PACKING BELLY RIND	1
PACKING FRONT FEET & TAILS	1
PACKING GELATIN RINDS	1
PACKING HAMS	1
PACKING HOCKS	1
PACKING LOINS	1
PACKING NECK BONES	1
PACKING SIDE RIBS (Rotation)	2
PALLETIZES (LOOPS)	3
PUSHING CHILL HOGS	3
PUSHING FRESH HOGS	3
RELIEF PERSON (up to group 3)	3
RELIEF PERSON (up to group 5)	5
RELIEF UP TO GROUP 4	4
REM NECK BONES, NYK FAT & JOWL	5
REM SIDE RIBS TURNING BELLIES (Rotation)	2
REMOVING LUG FAT	5
REMOVING TAILS	5
SCALE OPERATORS	4
SELECTING & CHECKING SIDE RIBS	3
SELECTING & GRADING BUTTS	3
SELECTING HAMS (PILERS&USA)	2
SELECTING LOINS	3
SETTING UP ROOM	1
SETTING UP ROOM & SERV. BACK UP	4
SHARPENING KNIVES	3
SPLITTING MIDDLES	4
SUPPLY HAM SORTER AND CONTROL CHUTES	2
TANKING LOINS	1
TRIM BUTTS	4
TRIM NECK FAT	3
TRIM PICNICS	4
TRIMMING BELLIES	4
TRIMMING COSTCO LOINS	5
TRIMMING FRONT FEET	3
TRIMMING LOINS	5
TRIMMING NYK FAT	3
TRIMMING RIB IN RIND ON BELLIES (Rotation)	5
TURNING BELLIES	1
VAC-PACK MACHINE OPERATOR	3

Quality Meat Packers Limited
Toronto, Ontario

CUTTING ROOM - Continued	
<i>JOB</i>	OMP WAGE GRP.
WEIGHING SKIDS	2
WIZARD TRIM BACK FAT 60 %	3
WRAPPING LOINS (COSTCO)	1

BONING # 1 LOINS	
<i>JOB</i>	OMP WAGE GRP.
FEATHER & BACK BONES	5
FEED LINE (Rotation)	2
LOIN CHINE BONE REMOVER (Rotation)	5
PACKING BACK RIBS	1
PACKING BACKENDS	1
PULLING TENDER	1
RELIEF PERSON (up to group 3)	3
RELIEF PERSON (up to group 5)	5
REMOVE TENDER	5
SELECT BACKS & REMOVE ENDS	5
SELECT PSE	5
SETTING UP ROOM	1
SETTING UP ROOM & SERV. B/UP	4
TAIL BONES AND BACK RIBS	5
TRIMMING BACKS	5
TRIMMING TENDERLOINS	3
WRAPPING BACKS	1
WRAPPING TENDERS	1

BONING # 2 NEW YORK'S	
<i>JOB</i>	OMP WAGE GRP.
BONING SHOULDERS	5
FEED LINE (Rotation)	2
MACHINE OPERATOR	3
RELIEF PERSON (Butcher)	5
REMOVE CAPICOLA	5
SETTING UP ROOM	1
TRIM	5
WIZARD KNIVES	4
WRAP CAPICOLA	1
WRAP SHOULDERS	1

Quality Meat Packers Limited
Toronto, Ontario

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

CHILL PORK/SLICING & PACKAGING	
<i>JOB</i>	OMP WAGE GRP.
CHECK & VERIFY WEIGHTS	3
FEEDING TIROMAT MACHINE	1
FORMING CARTONS & FEED TABLE	1
LABEL & PACK PRODUCT	1
OPERATE MACHINE	2
SCALE	4
SCALE OPERATOR/SERVICE	4
SERVICE & PALLETIZE	4
TRIMMING & SLICING CHOPS	4
UNWRAP MEAT	2
WRAP & PACK	2

SHIPPING RECEIVING	
<i>JOB</i>	OMP WAGE GRP.
PICKER	3
SHIPPER / RECEIVER	3

Quality Meat Packers Limited
Toronto, Ontario

SANITATION	
<i>JOB</i>	<u>OMP</u> WAGE GRP.
CHEMICALS DISPENSER	4
DAY CLEANER	3
DEPARTMENT CLEANER (Night)	4

PACKAGING & SUPPORT	
<i>JOB</i>	<u>OMP</u> WAGE GRP.
8600 CRYOVAC OPERATOR	4
CLEANING BONING & PACK. ROOMS	1
FORMING CARTONS	1
GENERAL LABOUR	1
PACKING OFFAL'S	1
PACKING TRIMS	1
PACKING VAC PRODUCTS	1
PALLETIZE	2
RELIEF UP TO GROUP #2	2
RELIEF UP TO GROUP #4	4
REWORK LEAKERS & RELIEF	3
SCALE & LABEL TRIMS	4
SCALE OFFAL'S	4
SCALE VAC PACK PRODUCTS	4
SERVICE PERSON	4
SUPPLY DRY GOODS	4
TANKING & TRANSFER BONES	4
TANKING TRIMS	1

Maintenance

<u>Job Description</u>	<u>Group</u>	<u>Requirements and Duties</u>
Electrician/Technician	11	Must hold a valid Ontario Electrical License. Develops machine and process control systems. Performs PLC programming, repairs and troubleshooting on allelectrical and electromechanical related devices.
Electrician - Licensed	10	Must hold a valid Ontario Electrical License. Performs repairs and ,troubleshootingon all electrical and electromechanical related devices.
Millwright	9	M ust hold a valid Ontario Millwright License. Primarily Responsible for maintenance of production equipment.
RefrigerationMechanic	9	Must hold valid Ontario Refrigeration Mechanics' 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. C an 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/she has successfully completed their respective school term and has moved up to the next highest year of studies within the program.</p> <ul style="list-style-type: none"> - 1st year 70% of Group Rate. - 2nd year 80% of Group Rate. - 3rd year 90% of Group Rate. - 4th year 95% of Group Rate.

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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,

Letter of Agreement

Between:

United Food and Commercial Workers Canada, Local 175 (the "Union")

-and-

Quality Meat Packers Limited
Toronto Abattoirs Limited
(the "Company")

Reference: Errors in Pay

This letter will confirm that corrections to pay that are greater than \$100.00 for hours worked in the payroll cycle will normally be made within two (2) days of the time when the error is brought to the attention of the Human Resources Manager or designate. This understanding is subject to the extenuating circumstance of the required signing officers being unable to issue the necessary correction due to their absence from the plant, in which case the correction will be on the next payroll cycle.



For the Company



For the Union

28 Sept 2007
Date

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