

THIS AGREEMENT ENTERED INTO AS OF THIS 1ST
DAY OF JANUARY 1989.

BETWEEN:

BETTER BEEF LIMITED

hereinafter referred to as the "Company"

OF THE FIRST PART

AND:

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, REGION 18,
A.F.L., C.I.O., C.L.C.**

ON BEHALF OF ITS LOCAL 617P

hereinafter referred to as the "Union"

OF THE SECOND PART

00266 (03)

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ARTICLE 1 – RECOGNITION

1.01 – The Company recognizes the Union as the bargaining agent of all its employees at 781 York Road, Guelph, save and except foremen, persons above the rank of foreman, office and sales staff.

1.02 – It is agreed that Global Meat Products Ltd. recognizes the Union as the bargaining agent of all its employees at 781 York Road, Guelph, as provided for under this Collective Agreement.

1.03 – During the term of this Agreement, the Company will not bargain with or enter into a Collective Agreement with any other trade union on behalf of or binding upon the employees in the bargaining unit or any of them.

ARTICLE 2 – PURPOSE

2.01 – The general purpose of this Agreement is to establish collective bargaining relations between the company and the union, to continue the cooperation and spirit of goodwill between the company and its employees, to provide machinery for the prompt disposition of grievances arising under this Agreement and to set forth negotiated conditions of employment for all employees who are subject to the provisions of this Agreement. The union recognizes that in order to provide a proper relationship between the parties, the company must be kept in a strong competitive market position, which means it must produce at the best possible efficiency and lowest cost, consistent with fair labour standards, and the Union agrees to cooperate with the company in attaining such objectives.

2.02 – Since maintenance of a good standard of wages and working conditions depends upon sound and efficient operation of the business, the Union agrees to cooperate with the Company at all times;

(a) to maintain an improved quality of products;

- (b) to avoid waste of products, materials or time;
- (c) to assist in keeping the Company's premises clean and tidy;
- (d) to conserve and protect machinery and equipment.

ARTICLE 3 – RESERVATION OF MANAGEMENT RIGHTS

3.01 – Except as and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively within the rights of the Company and its Management. Without limiting the generality of the foregoing, the Company's right; shall include:

- (a) the right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be adhered by its employees; to discipline and discharge employees for proper cause;
- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend employees; to plan, direct and control operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit;
- (c) the right to determine: the location and extent of its operation and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the products to be processed; the standards of production; the contracting out of work; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work and who

shall perform such work, subject to the provisions of Article 14 herein; and how many shall operate or work on any job, operation, machine or production line; the administration of the Company's pay system; which jobs shall be incentive jobs and which jobs shall not; the number of hours to be worked; starting and quitting time. And generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

3.02 – Supervisors will not normally perform work performed by bargaining unit employees.

ARTICLE 4 – REPRESENTATION

4.01 – The Union may designate and the Company will recognize one steward for each department, as well as a chief steward. Such departmental stewards must be employees of the department which they have been designated to represent. As well, the Union may designate and the Company will recognize a grievance committee comprised of four (4) employees as follows,

- (a) the Local President;
- (b) the Chief Steward;
- (c) the Recording Secretary and
- (d) the applicable employee's steward

No one shall be eligible to serve as steward or grievance committeeman unless he is an employee of the Company and has at least six (6) months' seniority.

4.02 – The Company agrees to post an up-to-date list with names of supervisors in each department and a copy given to the Union.

4.03 – The Union will inform the Company in writing of the identify of all stewards and grievance committee members and the department which each steward

represents and the Company shall not be obliged to recognize such personnel until it has been so informed.

4.04 – For the purpose of this Agreement the plant grievance committee and the stewards together with the officers of the Local Union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out. The Company hereto agrees that it will faithfully carry out the terms and provisions of this Agreement.

4.05 – Stewards, members of committees and Union officers, have regular duties to perform on behalf of the Company and such persons shall not leave their regular duties without requesting and obtaining the permission of their foreman or immediate supervisor and such permission will not be withheld for more than one (1) hour. When resuming their regular duties, they shall report to their foreman or immediate supervisor and will give a reasonable explanation with respect to their absence, when requested to do so.

4.06 – Warnings on an employee's record are to be withdrawn after one (1) calendar year.

4.07 – If it becomes necessary to reprimand an employee for any reason, the employee will be accompanied by his/her department steward.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 – The grievance procedures herein provided for are among the most important matters; in the successful administration of the Agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this Agreement and the specifically designated

grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.

5.02 – "Grievance" shall mean a complaint or claim concerning improper discipline or discharge or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.

5.03 – The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company at Step 1 of the grievance procedure within five (5) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. However, if the Company does consider or process a grievance which has been presented late, the Company shall not be estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

5.04 – All time limits referred to in the grievance procedure herein contained shall be deemed to mean "working days", i.e. exclusive of Saturday, Sunday or the holidays set out in Article 16 hereof.

5.05 – No employee shall have a grievance until he has discussed his complaint with his immediate supervisor. If the employee's immediate supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step No. 1: If an employee has a grievance, the grievance shall, within the five (5) days referred to in Article 5.03 hereof, be presented to his departmental supervisor. If the employee wishes, he may have his steward or the Chief Steward, as the case may be, accompany him to see the departmental supervisor. The departmental supervisor shall give the grievor a written reply as soon as possible but not later than three (3) days

after such discussion. If the departmental supervisor's reply is not satisfactory to the grievor, the next step must be taken within five (5) days of the departmental supervisor's answer, but not thereafter.

Step No. 2: At this step the grievance shall be reduced to writing and presented to the Plant Superintendent, within the aforesaid five (5) days of receipt of the departmental supervisor's written reply, but not thereafter.

The written grievance referred to above shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, the relief requested and shall be signed by the employee and countersigned by his Union.

A meeting will be held between the Chief Steward together with the grievor involved and the Plant Superintendent, together with other representatives of management within three (3) days of the presentation of the written grievance to the Plant Superintendent. The Plant Superintendent shall give his written reply to the Chief Steward within five (5) days of such meeting.

If the Plant Superintendent's reply is not satisfactory to the Chief Steward, the next step must be taken within five (5) days after the delivery of the Plant Superintendent's reply to the Chief Steward but not thereafter.

Step No. 3: At this step, the Union shall within the aforesaid five (5) days, notify the Plant Manager in writing of its desire to appeal the decision of the plant Superintendent to Step 3.

Within ten (10) days thereafter, a meeting will take place between the grievance committee (which may be accompanied by the Union representative) and a management committee. The grievor shall be present if requested by either party. The Company shall deliver its decision in writing to the Chief Steward within ten (10) working days of such meeting.

Step No. 4: In the event the grievance is not settled at Step 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from delivery of the decision at Step 3 to the Chief Steward, but not thereafter.

If a request for arbitration is not given within such ten (10) day period, the decision at Step 3 shall be final and binding upon both parties to this Agreement and upon any employee involved.

The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board.

The recipient of the notice shall within ten (10) days advise the other party, in writing, of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, as soon as possible, appoint a third person who shall be chairman. If the two (2) appointees fail to agree upon a chairman, within the time limit the Minister of Labour for Ontario shall, if requested within ten (10) days from the expiry of the date upon which the two (2) appointees are to appoint a chairman (but not thereafter), forthwith appoint a qualified person to be chairman.

5.06 - The arbitration board 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. The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, the decision of the chairman shall govern.

5.07 - The board of arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, not to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 5.05 hereof.

5.08 - Each party hereto shall bear its own costs of an

incidental to any such arbitration proceedings. The fees and charges of the chairman of the board of arbitration shall be borne equally by the two (2) parties hereto.

5.09 – The time limits and other procedural requirements set out in this Article 5 are mandatory and not merely directory, therefore failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified.

5.10 – A grievance which has been disposed of pursuant to the grievance provisions of this Agreement shall not again be made the subject matter of a grievance. This clause shall not preclude a different grievance from being filed respecting similar but different circumstances. The Union shall have the right to withdraw the grievance at any stage of the proceedings.

5.11 – A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at any step of the grievance procedure both the company management and the union representatives who pass on the same as provided herein shall after ratification, sign the settlement as endorsed upon the written grievance so that no question or argument may arise as to what the settlement was. Either party shall have the right to require the attendance of the grievor at any meeting held pursuant to the grievance procedure.

5.12 – When an employee's grievance is settled by the parties or determined by a board of arbitration on the basis that the employee is entitled to be reimbursed for

wages lost as a result of action on the part of the company in violation of this Agreement, such reimbursement shall be at the employee's straight time day work hourly rate exclusive of any premiums, for such hours as the employee would have worked for the company or for holiday pay to which he would have been entitled if the violation had not occurred, but there shall be subtracted therefrom any monies the employee received during such period.

5.13 – Union Policy Grievance or Company Grievance – A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based were known. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 5.05. The Company or the Union, as the case may be, shall give its written decision within three (3) days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within ten (10) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

It is expressly understood that the provisions of this paragraph 5.13 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the provisions of Article 5.05 hereof shall not thereby be bypassed.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01 – The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the

Company, nor shall there be any sympathy strikes and the Company agrees that it will not engage in any lockout during the term of this Agreement.

6.02 – Any employee who participates in any of the foregoing conduct shall be subject to discipline up to and including discharge.

6.03 – In the event of the Union or employees participating in activity prohibited by Article 6.01 hereof, all seniority rights under this Agreement shall be suspended until such activity has ended.

6.04 – The Union agrees that no strike vote of the employees will be taken during the term of this Agreement or during the course of negotiations with the Company for renewal or extension thereof until all of the conciliation provisions of the Ontario Labour Relations Act have been fully exhausted.

6.05 – The Company agrees that no employee shall be required to cross a picket line.

ARTICLE 7 – UNION SECURITY

7.01 – The Company agrees that:

- (a) All employees who are presently members of the Union shall maintain their membership in the Union by having their regular monthly union dues deducted from their pay and remitted to the Union in accordance with the provisions of this Agreement.
- (b) All employees who are not members of the Union shall not be required to join the Union, but shall have an amount equivalent to regular monthly union dues deducted from their pay and remitted to the Union in accordance with the provisions of this Agreement.
- (c) All employees hired after the date of this Agreement, shall be required, upon completion of the first thirty (30) calendar days' service, to become members of

the Union by tendering the Union initiation fee in the amount so determined by the Constitution and shall maintain their membership in the union by having their regular monthly union dues deducted from their pay and remitted to the union in accordance with the provisions of this Agreement.

7.02 – The Company agrees to deduct regular monthly union dues, special assessments uniformly levied in accordance with the Constitution and By-laws of the Union, upon written notification from the Union. Twice the regular monthly union dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the check-off immediately preceding from the first pay and remit to the union on or before the last day of the month.

7.03 – The Company will at the time of making such remittance to the Union, specify the employees from whose pay check deductions were made and the reason why no deductions were made for that month. The Company also agrees to fill out the forms for new employees called back from a layoff as supplied by the union and submit these forms with the first check-off to the union office.

7.04 – The Union agrees to indemnify the Company and hold it harmless against any claim which may arise from complying with the provisions of this Article.

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

7.06 – Employer and Union shall acquaint potential employees. On commencing employment, the employee's immediate supervisor shall introduce the new employee to the union steward or representative. An officer of the union and one member of management shall be given an opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of thirty (30) minutes. This practice shall be for a trial period of six (6) months. Company to provide booklet for discussion with employee.

7.07 – At the discretion of the Company, the Company will provide paid educational leave for employees for improvement of skill levels pertaining to the work place or for improving levels pertaining to health and safety.

7.08 – When as a direct result of the introduction of new equipment, or a job is discontinued and the incumbent is transferred to a lower rated job according to his seniority, his rate shall not be reduced for a period of three (3) years.

ARTICLE 8 – DISCRIMINATION

8.01 – The Company recognizes and will not interfere with the right of its employees to become members of the Union and will not discriminate against, interfere with, restrain or coerce employees because of membership in the Union. The Union agrees that neither the Union nor its members will intimidate or coerce employees into membership and also that it will not solicit membership, collect dues, distribute Union information or hold meetings on Company property.

8.02 – The Company agrees to permit the Union to post notices of meetings and legitimate Union business but not political matters on a bulletin board designated by the Company for such purposes. It is agreed however, that such notices must first be approved by the Company, which approval shall not be unreasonably withheld.

ARTICLE 9 – SENIORITY

9.01 – An employee will be considered a probationary employee until he has been employed by the Company for ninety (90) calendar days during a continuous period of twelve (12) consecutive months. During such probationary period he will have no seniority rights but once seniority is acquired it will be regarded as having started from the date upon which such probationary period commenced. The Union will not question the lay-off or dismissal of any probationary employee, nor shall such lay-off or dismissal be the subject of a grievance.

9.02 – The Company will furnish the Union with a seniority list. Such list shall show the employee's seniority and the department in which the employee holds such seniority. The seniority list shall be revised once every two (2) months and a copy supplied to the Union.

9.03 – For the purpose of applying the seniority provisions of this Agreement, such seniority provisions shall be applied first by **department** and then plant-wide, and only to the extent expressly provided in this Agreement but will not be used for the purpose of lay-off.

9.04 – In case of promotion or increase or decrease of the work force the following factors shall be considered:

- (a) skill, competence, efficiency and qualifications;
- (b) reliability;
- (c) seniority.

Where as between employees the facts in (a) and (b) are relatively equal in the judgment of the Company, the senior qualified employee shall be selected.

"Promotion" as used in this Agreement, shall be deemed to mean a permanent transfer to a job carrying a higher rate of pay or range of rates.

9.05 – The appointment or selection of employees for supervisory positions or for any position not subject to the provisions of this Agreement is not covered by this Agreement but if any employee on a seniority list is so transferred or appointed and later, within one (1) year of the Company or the employee's request, is transferred back to a position which is governed by this Agreement, then he shall be credited with seniority based upon his total length of service with the Company from the date on which he was last hired.

9.06 – An employee shall lose all seniority and service rights if:

- (a) an employee voluntarily quits;
- (b) an employee is discharged for cause and is not reinstated under the provisions of the grievance and arbitration procedure of this Agreement;
- (c) a person on lay-off fails to return to work within ten (10) days after the Company's notice of recall is sent by registered mail or telegram to the last address of the person shown on the Company's records, or if the person within two (2) days after such notice of recall is so sent fails to notify the Company of his intention to return to work;
- (d) an employee is laid off for a period in excess of one (1) year;
- (e) if an employee absents himself from work for two (2) consecutive working days without a reason satisfactory to the Company;
- (f) if an employee fails to return to work promptly after the expiration of any leave granted to him unless he is excused by the Company.

9.07 – Sick Leave – An employee who, because of illness or injury requiring an absence from his job for more than two (2) work days, shall upon furnishing evidence satisfactory to the Company of such illness or injury, which may include examination by a Company appointed physician, be granted a sick leave for the duration of the period of his disability due to such illness or injury except that at the end of twelve (12) months in the case of an employee with less than three (3) years' seniority, or twenty-four (24) months in the case of an employee with three (3) years or more seniority, of continuous absence because of such illness or injury the employee's employment and seniority may be terminated. The employee shall furnish sup-

plementary medical evidence of disability from time to time as required by the Company. Failure to furnish such evidence of disability as required will result in the termination of the employee's employment and seniority. Before any employee on sick leave may return to work he must present a doctor's certificate stating that he has recovered sufficiently, both physically and mentally, to be able to return to his regular job classification or other available work and perform such job in accordance with the Company's quality and production standards. The Company reserves the right to have any employee examined by a Company physician in connection with sick leave.

9.08 – It shall be the duty of the employee or laid off person to notify the Company promptly, in writing, of any change of address. If an employee or laid off person should fail to do this, the Company will not be responsible for failure of a notice to reach him and any notice sent by the Company by registered mail to the address which appears on the Company's personnel records.

When an employee is notified that he is being laid off he shall, at that time, attend at the Company's office and ensure that the Company's records correctly set out his address and telephone number.

9.09

- (a) The Company agrees to give seniority employees three (3) working days notice of lay-off or pay for that portion of such three (3) working days for which notice is not given except in cases of machinery or equipment breakdown.
- (b) Lay-off – Subject to the terms of Article 9.04 herein, seniority employees shall be laid off in inverse order of seniority.
- (c) Job Posting – If a permanent job trainee becomes vacant, the Company will post the job within three

(3) working days for a period of three (3) working days. The job will be awarded within three (3) working days. The notice shall set out a job description, classification and wage rate. The Union will be notified of the successful employee. During the three (3) days of posting the Company may temporarily fill the job as it deems proper. In filling the vacancy, the Company will apply the provisions of Article 9.04 hereof. It is expressly understood that the Company shall not be confined to the applicants in filling the vacancy. If there are no qualified applicants the Company may fill a job vacancy from any source. An employee who is eligible for any job vacancy pursuant to the terms of Article 9.04 hereof may be allowed a trial period of up to ten (10) working days in the relevant job to enable management to determine whether the employee will be able to perform in that job to the Company's quality and quantity standards. If such employee does not qualify during the trial period, he shall forthwith be returned to his original job.

The Company will notify the Union of the selected employee at least one day before the job is to be started.

It is expressly understood that no successful job applicant pursuant to this Article 9.09 (c) may bid on another job posting for a period of ninety (90) consecutive calendar days after the closing date of the original job posting.

9.10 – Non-bargaining unit employees of the Company shall not perform bargaining unit work while bargaining unit employees are on lay-off unless, in circumstances it would not be practical to recall the laid off bargaining unit employees.

9.11 – When an inmate is released from the institution his name shall be removed from the seniority list, however, he shall be entitled to first refusal of a job opportunity to be filled by hiring from outside, subject to the following conditions:

- (i) he must be qualified to perform the job;
- (ii) at the time of his release, he must notify the Company in writing of his desire to exercise such right and must provide the Company with the address and telephone number where he can be reached;
- (iii) he must continue to keep the Company advised in writing, of any change in address or telephone number;
- (iv) notice sent by the Company by registered mail to the address on the Company's records shall be deemed to have been received by the employee;
- (v) a person who fails or refuses to accept a position offered to him within seven (7) days from date of mailing such notice shall forfeit his rights under this clause;
- (vi) the right of first refusal provided hereunder shall commence upon the inmate's release and shall be in effect for a period equal to his length of seniority at the time of his release, or one (1) year, whichever first expires;
- (vii) the rehiring of a person pursuant to the provisions of this clause shall be subject to approval of the appropriate government agency having control of the institution;
- (viii) upon being rehired pursuant to the provisions hereof, the employee shall be credited with the seniority which he had at the time of his release from the institution and he shall, after being rehired, continue to accumulate seniority.

ARTICLE 10 – TEMPORARY TRANSFERS

10.01 – An employee who is temporarily transferred to

a higher rated job (a higher rated job shall include a job whereby the range of rates is higher than the range of rates in the job from which the employee is temporarily transferred) shall be paid the rate of the job to which he is transferred. If the rate of the job to which an employee is temporarily transferred other than as a result of exercising his seniority during a lay-off or at an employee's request, is less than the rate of his regular job he shall be paid the rate of his regular job during the period of such temporary transfer. Where the transfer results from the exercise of seniority during lay-off or as a result of employee's request, he shall be paid the rate of the job to which he is transferred.

It is the responsibility of the department supervisor to issue the proper rate.

10.02 – If a plant seniority employee desires a transfer to another department, he may submit a written application to the Plant Superintendent. If later a vacancy occurs in that department, those who have such application on file shall be given consideration in order of seniority provided they possess the necessary qualifications for it and can qualify reasonably quickly. Such transfers will be effected as soon as satisfactory replacement can be found.

10.03 – When a temporary transfer is made from one department to another the Company will transfer the employee with the least seniority, always having regard to the requirements of the business and the ability of the employee to do the required work satisfactorily.

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

ARTICLE 11 – LEAVE OF ABSENCE

11.01 - Requests for leave of absence must be made to the plant manager, and if granted, such leave of absence will be confirmed in writing. A leave of absence, except as otherwise provided herein, shall be permissive only and shall be understood to mean an absence from work requested in writing by the employee on the form provided for such purpose and consented to in writing by the plant manager, covering a permitted period of time for personal reasons. Leave of absence will not be granted to accept other employment of any kind. Leave of absence shall be permissive only and shall be without pay or any other form of compensation.

11.02 - Normally, a leave of absence will not be granted for a period in excess of three (3) months.

11.03 - An 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 leave of absence without pay, not to exceed one (1) year. While on such leave he shall retain and accumulate seniority. Upon one (1) month's notice of a desire to return to work for the Company, he shall be placed on his job previously held or one of equal pay providing he is physically fit and capable of performing the work. If the employee does not return following the 12 month leave of absence, the employee will be considered as terminated

ARTICLE 12 – BEREAVEMENT

12.01 - In the case of death in the immediate family, (defined as wife, husband, children, mother, father, brother, sister, mother-in-law, father-in-law) an employee with seniority will be granted up to three (3) consecutive days off work with pay providing such days off are regular working days and providing the employee attends the funeral and/or is involved in making funeral arrangements.

12.02 – In case of death of a stepmother, stepfather, grandchildren, or grandparent of a seniority employee, such employee shall be granted one (1) day off with pay provided such day is a regular working day and provided the employee attends the funeral and/or is involved in making funeral arrangements.

Effective January 1, 1982 Brother-in-law and Sister-in-law will be included.

ARTICLE 13 – JURY DUTY

13.01 – An employee with established seniority who is called to and reports for jury duty shall be paid by the Company the difference between the employee's base rate exclusive of premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the amount that he is paid for his jury duty. In order to be eligible for payment hereunder the employee must:

- (i) give the Company notice within one (1) day of his receipt of his call for jury duty; and
- (ii) report for work when not required for actual jury duty as soon as possible and work the balance of his schedule time.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.01 – The provisions of this Article 14 are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

14.02 – Except for truck drivers, the normal work week will be composed of forty (40) straight time hours worked from Monday to Friday.

The company will make every possible effort to retain the existing shift schedule. In the event that a shift

change becomes necessary the Company will give seven (7) days notice of such change to all involved employees. If such notice is not given, the involved employee shall receive payment of time and one-half as a basis rate for all hours worked within the received period of notice. Any hours worked before a regular scheduled shift will be considered overtime hours. The Company will ensure that every employee has a minimum of 8 hours off between each shift.

- (b) (1) The Company has the right to schedule inplant maintenance employees from Tuesday to Saturday according to seniority. Employees with the most seniority will have first choice of the new shift.
- (2) If an employee's regular day off in place of Saturday falls on a week day, he shall be paid time and one-half (1-1/2) the regular rate for hours worked on such a day.
- (3) This shift will consist of two (2) employees.

14.03 – Except for truck driver;; an employee shall be paid overtime at the rate of time and one-half (1-1/2) the employee's straight time rate of pay exclusive of premiums for all hours worked in excess of eight (8) in the day.

14.04 – Overtime at the rate of time and one-half (1-1/2) of the employee's straight time hourly rate of pay exclusive of premiums shall be paid for all hours worked on Saturday and double time Sunday.

14.05 – An employee who performs work on one (1) of the holidays designated in Article 16 hereof, shall be paid at the rate of time and one-half (1-1/2) plus holiday pay and such work shall be at the discretion of the Company and the employee involved.

14.06 – It is recognized that the Company will from time to time require overtime work and the Union agrees that

employees shall perform such overtime work. An employee who wishes to be excused from an overtime assignment shall in support of his request, furnish the Company with a bonafide reason. The Company's decision upon the request will not be made in an arbitrary manner. Overtime after 5 hours a week will be voluntary.

The Company agrees to give notice of anticipated overtime the day before the day upon which the overtime will be worked except in cases of machinery or equipment breakdown beyond the reasonable control of the Company. The Company will endeavour as far as practicable to equitably allocate overtime work among qualified employees who presently and normally perform the job or dominant portion of the work required.

Non-bargaining unit supervisory personnel shall not perform overtime work while qualified bargaining unit employees who would normally perform such work are available save and except for emergencies, instructional or training purposes.

14.07 - In no case will there be a duplication or pyramiding of overtime or any other premium compensation.

14.08 - Each employee shall receive a fifteen (15) minute break during each half of each shift, at a time to be designated by his foreman. If overtime is more than one hour, a 15 minute coffee break will be given to the employees.

14.09 - Employees shall receive a one-half (1/2) hour unpaid lunch period.

(a) 20 minutes paid lunch for maintenance only.

(b) If an employee is required to work overtime the Company will after two hours work make a hot meal available with no cost to the employee. If no hot meal is available the employee will receive \$6.00 in lieu thereof.

14.10 – An employee who properly reports for work as scheduled or as directed, unless he has been notified in advance not to report, will receive at least four (4) hours' work at his straight time base hourly rate or shall be paid for four (4) hours at his straight time base hourly rate, exclusive of premiums, except in cases of labour disputes, machinery, equipment, power or other utility breakdown, inclement weather.

14.11 – The Company will provide a reliefman in the cutting room and kill floor.

14.12 – Call-in Pay – An employee called back to work after having completed his regular shift and left the plant premises, shall be given a minimum of four (4) hours' pay at the employee's straight time rate unless he works to his scheduled starting time.

14.13 – Weekly Guarantees

(a) The Company agrees to guarantee every employee in every week of employment, thirty-seven (37) hours' pay at a regular rate subject to the following provisions. Overtime, off-shift premium and weekend premium shall not be considered when calculating what guarantee, if any, is to be paid.

(b) The guarantee referred to herein shall be reduced by the number of hours for which an employee is not eligible for payment of wages. This will include tardiness, or absence from work on any day or part of a day, quitting or hiring during the week, being engaged in a stoppage of work, suspension or dismissal or being on lay-off.

14.14 – Straight time and overtime hours will be totalled separately by the supervisor.

ARTICLE 15 – PAY ON DAY OF INJURY

15.01 – An employee who is injured during working hours while properly performing his duties of employment and who is sent home from work by the Company

or by a physician shall be paid for the time lost on the day he was injured at his regular straight time hourly rate exclusive of premiums for the un-expired portion of his scheduled work day.

ARTICLE 16 -- DESIGNATED HOLIDAYS

16.01 – An employee who has completed thirty (30) working days with the Company will be compensated for time lost as a result of one (1) of the following holidays being observed.

Compensation shall be equivalent to eight (8) hours' pay at the employee's regular rate, provided he complies with the qualifications set forth in this Article 16.

The designated holidays are:

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

In addition on the above each employee who is scheduled to work on the day before Christmas and New Year's Day and works up to five (5) hours will be paid eight (8) hours for that day.

16.02 – In order to qualify for payment for any of the holidays designated in this Article 16.01, the employee must work the full scheduled shift on the declared work day immediately prior to and the full scheduled shift on the declared work day immediately following the holiday except where the employee requests and is granted prior permission in writing to be absent on one (1) only of the qualifying days.

16.03 – When any of the above-noted holidays, referred to in Article 16.01 fall on a Saturday or Sunday, the Friday preceding or Monday following shall be deemed to be the holiday for purposes of the Agreement.

16.04 -- If an employee is being paid sick benefit or compensation on a statutory holiday, the Company agrees to pay the difference between sick benefits or compensation pay and the regular eight (8) hours earnings for that day.

16.05 -- After twelve (12) months employment an employee will receive a \$50.00 (fifty) bonus to celebrate their birthday.

ARTICLE 17 – VACATION WITH PAY

17.01 -- Seniority employees shall be entitled to an annual vacation in accordance with the following schedules:

- (a) for employees with less than one (1) year of seniority 4%.
- (b) one (1) year's seniority but less than five (5) years' seniority as at March 31st -- two (2) weeks @ 4%.
- (c) five (5) years' seniority but less than ten (10) years' seniority as at March 31st -- three (3) weeks @ 6%.
- (d) ten (10) years' seniority but less than fifteen (15) years' seniority as at March 31st -- four (4) weeks @ 8%.
- (e) fifteen (15) years' seniority or more as at March 31st five (5) weeks @ 10%.
- (f) Vacation Bonus
 - 5-10 years \$50.00 per week
 - 10-15 years \$100.00 per week
 - 15 years or more \$150.00 per week

17.02 -- An employee whose employment is terminated for any reason shall receive vacation pay for the period to which he is entitled.

17.03 – The Company will make a sincere effort to grant vacation at times requested by employees. Senior employees in each department should be given preference wherever possible.

Employees eligible for vacations shall be notified of their vacation periods as far in advance as possible.

ARTICLE 18 – SAFETY AND HEALTH

18.01 – The Company shall continue its practice of making reasonable provision for safety and health of its employees during the hours of their employment. The Union agrees to co-operate with Management concerning health and safety of employees.

18.02 – No employee shall continue to refuse to use or operate any machine, device or thing or to work in the work place after the employer has, pursuant to Section 3 (1) investigated the report in the presence of the employee and the department steward, if available, where the Company either disputes the report or takes steps to make the machine, device or thing or the place safe, or comply with the Industrial Safety Act, 1971, as amended from time to time. This Article 18.02 is made pursuant to Section 3 (c) of the Act respecting Employee's Health and Safety and all references contained herein are made pursuant to such Statute.

18.03 – A joint health and safety committee shall be constituted of an equal number of representatives of management and of the Union which shall identify potential danger, institute means of improving health and safety of employees, including health and safety programs.

The committee shall meet at least once a month. Time spent on such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the employer and to the Union.

18.04 – The Company will ensure that all its foremen

and supervisors will co-operate fully with the safety committee in compliance and provincial regulations to investigate accidents.

18.05 – The joint health and safety committee and the representatives thereof shall have full access to accident reports and other health and safety records in the possession of the employer, including records, reports, and data provided to and by the Workers' Compensation Board and the government or its agencies.

ARTICLE 19 – WELFARE

19.01 – The Company agrees to pay on behalf of each seniority employee, one hundred per cent (100%) of the cost of the Group Insurance Plan providing the following coverage:

- (a) Life Insurance: all employees will be covered for one (1) times their annual income to a maximum of \$25,000.00;
- (b) Accidental Death & Dismemberment: \$25,000.00 maximum per employee;
- (c) Long-Term Disability: seventy per cent (70%) of an employee's monthly income to a maximum of \$1,500.00. The non-evidence maximum is \$1,500.00. Such payment shall be with respect to sickness or accident not covered by Worker's Compensation and shall be payable after one hundred and twenty (120) days of disability from sickness or accident and will continue to age sixty-five (65) or prior to recovery;
- (d) Major Medical Plan, Including Drugs: \$10,000.00 maximum per employee.

19.02 – The Company agrees to pay on behalf each seniority employee, one hundred per cent (100%) of the cost of a Weekly Indemnity Plan on the basis of 1-8-13, providing for benefits equalling sixty-six and two-

thirds per cent (66-2/3%) of earnings up to a maximum of three hundred and fifty dollars (\$350.00) per week subject to the following:

- (i) to assist in defraying some of the costs of the implementation of this plan, the Company will be entitled to the entire twelve-twelfths (12/12) applicable rebate and/or premium reduction on Unemployment Insurance Commission payments which might accrue as a result of the implementation of the various benefits covered by this Collective Agreement;
- (ii) the Company agrees that where illness which would otherwise be covered by the aforesaid Weekly Indemnity Plan extends beyond two (2) consecutive weeks, the employee in question will receive payments equal to the benefits provided under this Article 19.02 from the first day of illness.

19.03 – The Company agrees to pay on behalf of each seniority employee one hundred per cent (100%) of the cost of Ontario Health Insurance Plan (O.H.I.P.)

19.04 – Notwithstanding anything to the contrary contained in this Agreement or in the Group Insurance Plan, such benefits and plans are necessarily qualified in their entirety by reference to the underlying policies or contractors of insurance. The terms of any contract issued in respect hereof by any Insurance agency or governmental agencies shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions.

19.05 – Dental Plan – The Company agrees to keep in effect a Dental Plan equal to Blue Cross No. 7 with the full cost paid by the Company.

Benefits – Dental effective January 1, 1989 current fee schedule

Effective -- January 1, 1990 current fee schedule.
Effective -- January 1, 1991 current fee schedule.

19.06 -- Pension Plan -- The Pension Plan instituted in 1982 will continue on the same basis.

The Company and the employee's contribution into the Pension Plan will not be affected by increases or decreases in the Canada Pension Plan.

19.07 -- Vision Care -- Upon presentation of a receipt for eye glasses or contact lenses the Company will pay up to a maximum of \$200.00 in any two year period per family.

Family is defined as on the registered TD1 Form.

19.08 -- The employer agrees that when an insurer carrying plans referred to in this Article 19 is changed, any new plan thereby established shall provide equivalent or superior coverage to the previous Plan.

19.09 -- No grievance may be processed in support of a claim or dispute in respect of the Group Insurance Plan and the decision of the insurer or governmental agency involved will be final and binding upon the parties hereto and upon any employee affected thereby.

ARTICLE 20 -- WAGES

20.01 -- Attached to and forming part of this Collective Agreement is Schedule "A" Wages and Classifications.

As agreed on January 7, 1981, in the event that a new job classification or a flat rate trip is introduced into the plant, the Company will establish and put into effect a new classification and a rate covering the job in question and notify the Chief Steward of the Local Union.

If the Union request management to negotiate the rate and they are unable to agree on a classification rate

for the new job the disputed rate and/or classification may be treated as a grievance.

20.02 – An employee who is displaced from his job as a result of technological changes shall have an opportunity to fill any vacancy for which he has seniority and which he is able to perform and if there is no vacancy shall have the right to displace employees with less seniority provided he is able to perform the job.

ARTICLE 21 – CLOTHING

21.01 – The Company will supply launderable outer work clothing, oilskins, aprons and maintenance coveralls to employees. Such apparel remains the property of the Company and must be returned for new issue or upon separation of the employee.

21.02 – The Company shall furnish all knives, steels, wetstones, meat trimmer hooks, scabbards, mesh gloves, which are necessary for the work of the employees using them subject to the establishment of regulations to prevent abuse. Such tools remain the property of the Company. When employees are requesting a new knife or similar tool referred to herein, the worn or broken tool must be turned in at the time of replacement. Further, if the incidents or type of wear or breakage indicates unreasonable or abusive use of the equipment, the employee may, at the option of the Company, be required to pay for the replacement item.

21.03 – The Company will reimburse up to \$100.00 per year for tools subject to presentation of broken or new tools and receipts for purchases of same.

21.04 – The Company will pay each employee on the payroll on January 1 and July 1 of each year the amount of \$50.00 each time for the purpose of obtaining safety footwear.

21.05 -- Boot Allowance

January 1, 1989 \$60.00 twice a year;
January 1, 1990 \$70.00 twice a year;
January 1, 1991 \$80.00 twice a year;

ARTICLE 22 -- TRUCK DRIVERS

22.01 -- The normal work week for truck drivers shall be a forty (40) hour week.

22.02 -- Overtime at the rate of time and one-half (1-1/2) of the truck driver's straight time rate of pay calculated on an hourly basis, shall be paid for all hours worked in an excess of ten (10) in a day or forty (40) hours in a week.

22.03 -- The Company shall continue its existing practice with respect to room and board for truck drivers on overnight runs. The Company will supply each driver with a wallet credit card.

22.04 -- The Company will provide to truck drivers a six dollar (\$6.00) meal allowance after ten (10) consecutive hours in a day and for any additional 2 hours the company will supply a \$6.00 meal allowance.

22.05 - The Company shall endeavour at all times to arrange runs on the basis of the stated preference of seniority drivers, having due regard to the efficient operation of the Company.

22.06 -- Arty driver who is on a long haul out of town and is paid a flat rate will be paid hourly rate after 4 hours waiting time which occurs driving breakdown and unloading time.

ARTICLE 23 -- DURATION

23.01 - This Agreement shall become effective on the 1st day of January 1989 and remain in full force and effect and shall not be reopenable save and except as otherwise expressly provided, until the 31st day of

December 1991 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing as provided for in Article 23.02 hereof of its desire to negotiate amendments to this Agreement.

23.02 – Notice that amendments are required shall only be given during the period of not more than three (3) months and not less than one (1) month prior to the 31st day of December, 1991 or similar annual periods thereafter. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purpose of negotiations.

DATED AT GUELPH, THIS 16TH DAY
OF DECEMBER, 1988.

BETTER BEEF LTD

B. Dejonge
Lorne Goldstein

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, REGION 18,
A.F.L., C.I.O., C.L.C. ON
BEHALF OF ITS LOCAL 617P

Colin Seawright
Derrick LeDrew
Steve Szuba

WAGES AND CLASSIFICATIONS
Effective January 1, 1983

	Category
Kill Floor	
Scalping	2
First Leg	1
Second Leg	1
Rumper	2
Siding	2
Necker & Shoulders	2
Gutter	2
Sawman	1
Scalping	2
Transfer Station	2
Trimmer	3
Defater	3
Heads – Includes remove tongue at bone cheek meat	2
Heads -- Pushing weasen, carrying head	4
Fancy Meatman – Includes removal of kidney, liver, heart, hanging tender & lungs	3
Hide Pulling	4
Cut Feet & Sticking	3
Knocking	4
Schackling	4
Neck Trimming & Spinal Cord	5
Washing	5
Shrouding	4
Tripe, Inedible Fat	4
Shaving Feet	5
Fat Barrels & Inedible Barrels & Clean Up	5
Barn Helper	5
Heads – Pullers	4
Poping Kidney	4
Gut Table Helpers	5
General Labour	5

Cooler

Knifeman – Includes rib beef, cut flanks down	2
Freeze Box	4
Roll Beef	4
General Labour	5

Cutting Room

Scalping	3
Load Saw	4
Saw Man	1
Boner “A”	2
Boner “B”	3
Operate Small Band Saw	4
Knifeman – Includes Trim fronts, hinds, trim fat, clean bones	4
Hanging Beef – Includes hanging, cuts	4
Heat Tunnel Packers	4
Box Making	4
Lid Making	5
Vac Pac Operators	4
Glue Gun	5
Baggers	5
Stamping, Labelling	4
Bone Guard Jobs	5
Sorting Beef	5
Utility	3
General Labour	5
Small Band Saw	3

Hamburger Room

Formulator	2
K. Pack Operator	2
Utility Man	3
Labour	5

Global Meats

Machine Operator	5
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Band Saw	4
Utility	3
Labour	5
Bone Room	
Machine Operator	3
Labour	5
Roast Beef	
Vac Pac and Seal	3
Cow Room	
Boner "A"	2
Boner "B"	3
Knifeman	4
Utility Scale	4
Shipping	
Inventory Control	1
Weight Recorder	3
Scaling	1
Finish Goods Dispatch	1
Trtick Shuntino	2
Tow Motor Operator – Does not include hand trolleys or electric trolleys	2
Finish Product Box Handler	4
Beef Luggers	3
General Labour	5
Fancy Meats	
Skin, Devcin Liver	3
Trim Tongues	3
Slice Liver	4
Scaling	2
Packet	4
Clean Tails	4
General Labour	5

Sanitation

Sanitation in Plant A	3
Sanitation in Plant B	4
Sanitation Janitorial – Includes Cleaning Offices and Washrooms	5
Truck Washing	4
General Labour	5

Maintenance

Mechanic A – Includes any licensed mechanic, welder, electrician, plumber, etc.	1
Mechanic B – Includes any experienced mechanic	2
Mechanic C Trainee – Assistant as helper to the mechanic	3
Maintenance Helper – Includes change light bulbs, etc.	4
Truck Mechanic with License	1
Garage Helper	4

Truck Drivers

Tractor
Tandem
Standard

Any job not listed in the above categories will be considered as General Labour category 5 or otherwise agreed upon by the Company and the Union.

SCHEDULE "A" WAGES AND CLASSIFICATIONS

WAGES

Category	Jan. 1/89	Jan. 1/90	Jan. 1/91
1	\$15.50	\$16.40	\$17.00

2	14.95	15.80	16.35
3	14.40	15.20	15.70
4	13.85	14.65	15.15
5	12.85	13.60	14.10
After 12 months	12.85	13.60	14.10
9 months	12.34	13.09	13.59
6 months	11.86	12.61	13.11
3 months	11.38	12.13	12.63
Start Rate	10.90	11.65	12.15

Student – \$8.00

Students employed for the school vacation period
(June, July, August).

Truck Drivers	Jan. 1/89	Jan. 1/90	Jan. 1/91
Tractor	\$597.00	\$627.00	\$647.00
Tandem	597.00	627.00	647.00
Standard	570.00	600.00	620.00

Flat Rates	1989	1990	1991
Montreal	\$328.50	\$344.00	\$358.00
Ottawa	310.50	325.00	338.00
Quebec City	405.50	424.00	441.00
Trois Rivier, Que.	355.50	372.00	387.00
Fredericton, N.B.	630.00	658.00	684.00
Chicago, Ill.	408.00	426.00	443.00
Milton, Pennsylv.	366.00	382.00	397.00
Lebanon, Pennsylv.	408.00	426.00	443.00
Frankford, N.Y.	366.00	382.00	397.00
Warren, Michigan	229.00	239.00	249.00
Cincinnati, Ohio	408.00	426.00	443.00
West Chester	408.00	426.00	443.00
Jersey City	408.00	426.00	443.00
New York	408.00	426.00	443.00
Devault, Pennsylv.	408.00	426.00	443.00
Philadelphia, Pennsylv.	408.00	426.00	443.00
Albany, N.Y.	387.00	404.00	420.00
Sudbury & Peddle	366.00	382.00	397.00

The Company will pay drivers who are paid a flat rate per trip to the province of Quebec, an additional \$25.00 for each extra delivery above their flat rate.