

SOURCE	C.D.		
EFF.	97	02	03
TERM.	98	12	31
	470		
	JFC		

THIS AGREEMENT ENTERED INTO AS OF THE 1st
DAY OF FEBRUARY 3, 1997

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 (06)

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 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 good will 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 rights 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 to 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 operations 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; the job content and requirements; quality and quantity of 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 product 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. This work is never intended to replace bargaining unit employees. Management will ensure that this work is kept to a reasonable minimum.

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 Chairperson
- (b) The Chief Steward
- (c) The Recording Secretary or Vice Chair
- (d) The applicable employees' 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. Otherwise, the employees shall not be obliged to recognize such personnel until they have been so informed.

4.03 The Union will inform the Company in writing of the identity 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 (1) one 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 communicate a disciplinary action to a bargaining unit employee, the employee is entitled to union representation.
- 4.08 Chairperson or his or her designate will be excused three hours (3) per day with pay for union business.

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 griever for the prompt disposition, decision and final settlement of a grievance arising with respect to 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 grievances unless such grievance has been presented to the Company at Step 1 of the grievance procedure, within (5) five days from the time the circumstances upon which the grievance is based, were known or should have been known by the griever. 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.

The Company will notify the Union, as to what disciplinary action will be taken within 5 days after the circumstances given rise to it are known or ought to have been known by the company. The employee shall remain working until the investigation is completed

unless the employee is an endangerment to himself, the company or co-workers.
If a supervisor fails to reply to the Grievance, the Grievance will proceed to the next step.

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. The employee will 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 (5) five 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 Manager, 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 counter signed by his Union.

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

If the Plant Manager'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 Manager'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 President in writing of its desire to appeal the decision of the Plant Manager 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 so 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 a 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 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, nor 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 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 the holiday pay to which he would have been entitled if the violation had not occurred, but there shall be subtracted there from any monies the employee received during such period.

Union Policy Grievance Or Company Grievance

- 5.13 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, sit down, 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 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.
- 6.04 The Company agrees that no truck driver shall be required to cross a legal 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 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 the 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 to also include the feminine.
- 7.06 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.
- 7.07 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 for such purposes. This will be a separate bulletin board for Union purposes only.

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 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 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 of all union employees. Such list will 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 In case of job posting in the work force the following factors will be considered:
- (a) Seniority;
 - (b) Reliability;
 - (c) Capability.

If B and C are reasonable the senior employee will be given the opportunity to qualify for the job as outlined in Article 9.08 (c) (d) and (e).

9.04 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 two (2) years;
- (e) if an employee absents himself from work for two (2) consecutive working days without a reason satisfactory to the Company;
- (9) 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.

9.05 The appointment or selection of employees for supervisory positions, full time Union positions or for any position which is not subject to the provisions of this Agreement is not covered by this Agreement. If any employee on the seniority list is so transferred or appointed and later, within (1) year of the Company or the employee's request; is transferred back to the position which is governed by this Agreements 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 Sick Leave

An employeewho, 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 be granted a sick leave for the duration of the period of his disability due to such sickness 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 supplementary 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.

9.07 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.

9.08 (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

In the event of a layoff, employees shall be laid off in the reverse order of seniority.

(c) Job Posting

All Jobs will be posted including class 7; but class 7 will only be posted twice to prevent the domino effect. This posting will be posted 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, wage rate, and start and finish time. The Union will be **notified** of the successful employee and the employee will be placed on the job within ten (10) working days, if possible. If this is not done, the employee will be paid the new rate after 10 days. During the three (3) days of posting the Company may temporarily fill the job as it deems proper. An employee who is eligible for any job may be allowed a trial period of up to ten (10) consecutive 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 three (3) days before the job is to be started, if possible. The company will post the name of the successful applicant.

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.

(d) If the employee performs the work without further training he will be paid the proper rate.

(e) All postings to be delivered to and signed by the department Steward

9.09 Temporary Job Postings:

Any vacancy which is the result of sickness, accident, or leave of absence, and which is known to be more than 30 days, will be posted in the department.

After six months the temporary posting will be reviewed by the department Steward.

The posting will be granted to the bidder with the highest department seniority who has the skill and competence to perform the job. The bidder's position will then be filled by a temporary posting and the same with the following position. The third position may be filled at the discretion of the company.

ARTICLE 10 TEMPORARY TRANSFERS

10.01 **An** employee who is temporarily transferred (transfer not to exceed more than thirty (30) working days) 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 PERMANENT TRANSFER

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 awarded a permanent job in 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.

10.03 If an employee is temporarily assigned to another shift, he may apply to be transferred to his or her original shift. If a job is available on the desired shift and more than one person is applying for that position, the individual who can perform the job and with the most seniority will be granted the transfer for a thirty (30) day period.

ARTICLE 1 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 purposes 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.

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, grandparent, brother-in-law, or sister-in-law 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.

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.
- (1) The Company has the right to schedule in-plant 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 ½) the regular rate for hours worked on such a day.
 - (3) This shift will consist of two employees.
- 14.03 Except for truck drivers an employee shall be paid overtime at a rate of time and one-half (1 ½) 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 ½) 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 on Sunday.
- 14.05 **An** employee who performs work on one (1) of the holidays designated in Article 16 hereof, shall be paid at a rate of time and one-half (1 ½) 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 endeavor 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 (½) 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 \$10.00 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 relief-man 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 a

(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 totaled 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. The number of hours paid on the day of injury will equal the number of hours worked by his department on the day of his injury.

ARTICLE 16 DESIGNATED HOLIDAYS

- (c) five (5) year's seniority but less than ten (10) years' seniority as at March 31st of each year - three (3) weeks @ 6%.
- (d) ten (10) year's seniority but less than fifteen (15) years' seniority as at March 31st of each year - four (4) weeks @ 8%.
- (e) fifteen (15) years' seniority or more as at March 31st of each year - 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. Employee can choose their entire Vacation entitlement during first pick by their seniority position. Only three (3) weeks can be chosen between June 1st and Sept 1st. Vacation time selected between June 1st and Sept 1st must be taken. Employees eligible for vacations shall be notified of their vacation periods as far in advance as possible. The company will make a sincere effort to have up to 10% of each department off for vacation, if possible. This schedule will be mutually agreed by the Union and the Company.

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 Company and the Union agree to co-operate with the Health and Safety Committee concerning the health and safety of its 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 health and safety representative, where the Company either disputes the report or takes steps to make the machine, device or thing or the place safe, or comply as per Safety Legislation, 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 the Union office.

- 18.04 The Company will ensure that all its foremen and supervisors will co-operate fully with the safety committee in compliance with 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 Worker's 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 **\$40,000.00**;
- (b) Accidental Death & Dismemberment: **\$40,000.00** maximum per employee;

Refer to the Benefits Booklet for your entitlement.

- (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** per employee. The company agrees to pay the unpaid deductible of chiropractor visits not covered by OHIP.

19.02 The Company agrees to pay on behalf of each seniority employee, one hundred per cent (100%) of the cost of a Weekly Indemnity Plan on the basis of 1-4-17, providing for benefits equaling sixty-four per cent (64%) of 40 hours earnings to a maximum of \$440, subject to the following:

- (i) The waiting period will be waived in respect to an employee who is hospitalized or undergoes day surgery for treatments which involve an operation that was previously admitted into a hospital for a period of twenty four (24) hours or greater.
- (ii) 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.

19.03 The Company agrees to pay on behalf of each seniority employee one hundred per cent

(100%) of the cost of the Employer Health Tax.

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 February 3, 1997 current fee schedule and guide.

Dental effective January 1, 1998 current fee schedule and guide.

19.06 Pension Plan - The Pension Plan instituted in 1982 will continue on. As of February 3, 1997 the company will contribute \$19 per week on behalf of all employees entitled to be members of the pension fund. The employees in the pension fund will be required to match the \$19 weekly contribution but will be allowed an excess weekly contribution up to their legal maximum per year as determined by Revenue Canada. The Company and the employee's contribution into the Pension Plan will not be affected by increases or decreases in the Canada Pension Plan. As of January 1, 1998, the company will contribute \$21 per week on behalf of all employees entitled to be members of the pension fund. The employees in the pension fund will be required to match the \$21 weekly contribution.

19.07 Vision Care - Upon presentation of a receipt for eye glasses or contact lenses the Company will pay up to a maximum of \$300.00 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 the employee affected thereby.

19.10 If an employee is on leave for Workers' Compensation, Long Term Disability, Maternity, Compassionate Leave, etc. it is the workers' responsibility to contact the company at regular intervals to keep him advised of his illness and his expected date of return to work.

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 requests 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 laundered 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, wet-stones, meat trimmer hooks, scabbards, mesh gloves and arm guards, 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 \$200.00 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 \$90.00 each time for the purpose of obtaining safety footwear.

ARTICLE 22 TRUCK DRIVERS

- 22.01 The normal week for truck drivers shall be a forty (40) hour week.
- 22.02 Overtime at the rate of time and one-half (1 ½) 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) 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 ten dollar (\$10.00) meal allowance after ten (10) consecutive hours in a day and for an additional 2 hours the Company will supply a second \$10.00 meal allowance.
- 22.05 The Company shall endeavor 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 Any driver who is on a long haul out of town and is paid a fiat rate will be paid hourly rate after 4 hours waiting time which includes driving breakdown and unloading time.
- 22.07 The company agrees to allow up to 3 drivers to take vacation during prime time.

ARTICLE 23 MAINTENANCE

23.01 MAINTENANCE : fully qualified with provincial certificate as follows for the following positions:

1997- \$18.80
1998 - \$19.15

Electrician fully qualified with provincial certificate

Maintenance (Millwright, Welder, Plumber) fully qualified with provincial certificate

Refrigeration Operator - fully qualified with provincial certificate

Truck Mechanic - fully qualified with provincial certificate

Maintenance Mechanic - without certificate as follows:

1997 - \$17.90
1998 - \$18.25

1. All other employees working in the maintenance department will be Red Circle.
2. New employees hired in the Maintenance Department will have the proper provincial certificate.
3. The starting rate for new employees in the Maintenance Department will be \$1.00 below the job rate for the first 6 months. After 1 year's service, the job rate will be paid.
4. The company and the union will establish an Apprenticeship system under the guidelines of the Government Training Branch.
5. The hours of work for the refrigeration operators have been outlined in a Letter of Understanding which will be part of this Collective Agreement.

23.02 APPRENTICESHIP PROGRAM


The company and the union will establish an Apprentice and Refrigeration Training Program. Any opening will be posted on the plant bulletin boards.

1. Employees who are interested and have Grade 12 education, may apply.
2. The employee with the most seniority and the proper education will be asked to write an entrance test at an established College or Trades School.
3. The employee who passes the test will be enrolled in the program as outlined by the Apprenticeship Branch, Skills Training Division,
4. The apprentice is *expected* to attend proper night classes or full- time day classes

at a College.

5. If the apprentice attends day classes he will apply for U.I.C. and the company will make up the difference of his wages.
6. Employees who qualify for the program will be paid as outlined in the Apprenticeship contract but no employee will have to take reduction in wages.
7. Employees who do not fulfil their obligation under their apprenticeship contract will be transferred back into the plant operation.
8. The union will be informed of all apprentices put into the program and will be the co-signer of any arrangement.
9. If the company cannot find a qualified employee in the plant, it has the right to recruit from any other source.

ARTICLE 24 DURATION

24.01  This Agreement shall become effective on the first day of **February 3, 1997** and remain in full force and effect and shall not be re-openable save and except otherwise expressly provided, **until the 31st day of December 1998** and shall continue automatically thereafter during annual periods of three (2) years each, unless either party notifies the other in writing as provided in Article 24.02 hereof of its desire to negotiate amendments to this Agreement.

24.02 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, 1998 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 ___ DAY OF _____ 19__.

BETTER BEEF LIMITED

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

For the Company:

For the Union:

SCHEDULE A WAGES AND CLASSIFICATIONS

WAGES

All wages will be increased as follows:

Year 1 - .25

Year 2 - .35

Category:

	<u>Year 1</u>	<u>Year 2</u>
1	18.55	18.90
2	17.90	18.25
3	17.25	17.60
4	15.70	<u>16.05</u>
5	14.65	15.00
6	13.55	13.90
7	12.55	<u>12.90</u>
START	11.55	11.90

STUDENTS 8.45 8.60

All new employees will start at \$11.55 per hour and will reach their appropriate category rate evenly over the next 24 months.

All current employees whose wages are affected as a result of a change of job classification or wage rates will be red circled for the term of this agreement unless they voluntarily accept another job.

SHIFT PREMIUM Feb 3, 1997 \$0.10 per hour
Jan 1, 1998 \$0.15 per hour

This will be paid to employees whose **NORMAL** starting time on a steady shift is from 2:00 pm to 2:00 am.

Students

Students employed for the school vacation period (May 15th to Sept 15th) are not considered full time employees and will have to re-apply after Sept 15th for full time status.

Flat Rates

Canada	1997	1998
Amos Que	424.00	432.00
Debert N.S.	918.00	936.00
Edmunston, N.B.	655.00	668.00
Fredericton, N.B.	790.00	806.00

65

CLASS CATIONS

HAMBURGER ROOM PATTY ROOM STEAK ROOM. ROAST BEEF

Class 1

Class 2 Formulator, Roast Beef

Class 3 K-Pack operator, formax operator, rotation/supply of Raw Material.

Class 4 AEW automatic saw

Class 5 Trim steaks, weigh steaks or fresh vac-pac meats, Blend sausage

Class 6 Load chiller, operate vat dumper & grinder; finished box handler, stuff sausage, Roast Beef helper.

Class 7 Make boxes, label boxes, load boxes, strap boxes, load roll stock machine, operate press general

CUTTING DEPARTMENT

Class 1 Large Jones saw, break primals

Class 2 Pull tenderloin, bone butts, pull tips, bone ribs, bone necks, blades, pull clods, drop full rounds

Class 3 Small saw, trim tenders, bone strips, trim strips and shortloin, trim butts, bone aich bone, split hips, pull heel and trim outside, roast beef, bone and trim shoulders, bone x-rib and short rib, trim chx rolls, bone points, final trim on point

Class 4 Put sides on rail, drop fronts, combo cuts, trim flapmeat, trim flank steak, bone & trim steak tail, bone hind & front shank, peel tips, bone & trim flank, bone braising rib, trim fat caps & cap meat, trim clods, trim chx flats, trim chx short rib, rough trim points, trim

Class 5 Check trim fronts and hinds, hang hips, trim skirts, trim pectoral, trim heels, core sample, end of raw product line, 1 bone short ribs

Class 6 Transfer onto boning lines, pick bones, cut bones, core sample helper, seam insides

Class 7 Janitor

SANITATION

Class 1

Class 2 Lead hand

Class 3 Set up

Class 4

Class 5

Class 6 Sanitation

Class 7 Janitor

SUNDRY

Class 1

Class 2 Receiver dry goods

Class 3

Class 4 **Wash wheels kill, receiver dry goods helper**

Class 5 Laundry room, soap & towel dispensers, wheels to wheel room, shaker plant, truck wash,

Class 6 Yard man

GLOBAL

Class 1

Class 2 Lead hand

Class 3

Class 4 **Saw**

Class 5 Finished product

Class 6

Class 7

MDB

Class 1

Class 2

Class 3 Machine operator

Class 4

Class 5

Class 6 Filling boxes, putting them in the freezer

Class 7

KILL FLOOR

Class 1 First leg, second leg

Class 2 Skin flanks, open up fronts, skin necks & shanks, eviscerating, splitting saw, sticking, skin bellies

Class 3 Hide pullers, cut off tail and fat, weigh scale, bone heads, clean heads/jaws, save hearts etc., run intestines

Class 4 Knocking, cut bung/cut tail, brisket saw, push weasens, drop heads, drop kidney fat, pull jaws, save edible fat, shackling

Class 5 Cut horns/ears, lips, cut feet, tie weasens/help heads, drop jaws/tongue, drop cheeks/tongues, drop bungs, neck trim/windpipes, trim heads/save tongue

Class 6 Cattle chaser (outside & inside), transfer first leg, transfer second leg, front trim, hip trim, front shank trim, hind trim, loin trim, tail trim, whizknife channel fat, railing cattle in the cooler, operate tripe wash machines, mountain chain, cut scalps, weasand meat and pancreas and other glands, save animal food, save omasum and hang tripe, open paunch, cut scalps, trim omasum, save intestine, trim fat from tripe, work cecum, trim tripe, wash tail, 1st leg hock cutting, Trim Lung, saving abomasum, saving arteries, trim rectum, trimming abomasum,

Class 7 Put on plastic, wash heads, hind wash, front wash, shrouding, save animal food, save intestines, clean floor, large intestines, put plastic on bung, Put "O" ring on weasand, put plastic on tenderloin, Bungee cord high and low, Vacuum, hip trim.

FANCY MEATS. INTESTINES AND FOOT ROOM

Class 1

Class 2 Lead hand

Class 3 Scaling

Class 4 Trim tongues, cheekmeat, hanging tenders, trim hearts, tails

Class 5 Skin and deveine livers, skinning tongues

- Class 6 Operate Strichler machine and small saw, strap and load boxes on skid, vac pac product, fresh livers, hearts, hanging tenders, tongues, cheekmeat, lips, feet, tails
- Class 7 All work in intestine room except Strichler machine, all work in footroom except small saw; wrapping tongues, packing spinal cords, sweetbreads, animal food, make boxes and general labour

PACKING

- Class 1
- Class 2 Lead Hand
- Class 3 Scale full boxes, scale and handle full combo's, keep goer
- Class 4 Vac pac operator, box maker operator, *box* closer operator, cryovac operator
- Class 5 Box loading, box labeling, box handling, moving skids
- Class 6 Trim line, transfer, bagging, boneguarding,
- Class 7 Clean up

SHIPPING DEPARTMENT

- Class 1
- Class 2 Fresh Dispatch Peddle, inventory control fresh (days), lead hand, inventory control frozen (days), finished dispatch (warehouse)
- Class 3 Night inventory fresh, Scaling Swinging Beef, Freezer person (night)
- Class 4 Positioning and Retrieving Skids of Product, Order Picking, Freezer Helper (days & nights)
- Class 5 Skid off Area,
- Class 6 Loading Swinging Beef, Delivery on Premise
- Class 7 Loading Hot/Cold Fat, General Labourer

COOLER

- Class 2 Lead hand
- Class 5 Saw cattle
- Class 6 Shrouds, rolling beef, move beef in sales cooler, take beef out, hang beef

29

PLATE DOM

Class 1

Class 2

Class 3 Bone Pastrami, Scale and Pack off

Class 4 Pull Skirts, **Saws**, Bone Braising **Ribs**, Trim Pastrami, 123 Bone Short Rib, Utility Person

Class 5 Three Bone Plate, Finger Meat, Trim inside and outside skirts, Vac-pac

Class 6 Checking trim, Bagging and Boxing

Class 7 Skinning Skirts

BARN

Class 6 Barn helpers

29