

COLLECTIVE AGREEMENT

BETTER BEEF LIMITED
(hereinafter referred to as the "Company")

OF THE FIRST PART

-AND-

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175
(hereinafter referred to as the "Union")

OF THE SECOND PART

Term: January 1st, 2002 to December 31st, 2004

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OF THE FIRST PART

-AND-

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION LOCAL 175
(hereinafter referred to as the "Union")

OF THE SECOND PART

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 Under the current plant layout and production methods, the Union may designate and the Company will recognize a Chief Steward and one (1) steward for each of the following areas:

- 1) Barn, Kill Floor Line up to the Inspection area.
- 2) Inspection area, gut table, the rest of the Kill Floor Line to the cooler.
- 3) Fancy Meats
- 4) Pre-break room, Bone, Trim Line and Core Sampling areas, day shift.
- 5) Pre-break room, Bone, Trim Line and Core Sampling areas, afternoon shift.
- 6) Cutting Room tables 1, 2 and 3, day shift
- 7) Cutting Room tables 1, 2 and 3, afternoon shift.
- 8) Cutting Room tables 4, 5 and the Hip Rail, day shift
- 9) Cutting Room tables 4, 5 and the Hip Rail, afternoon shift
- 10) Packaging day shift.
- 11) Packaging afternoon shift.
- 12) Skid-off, Warehouse and Shipping areas, day shift.
- 13) Skid-off, Warehouse and Shipping areas, afternoon shift.
- 14) Skid-off, warehouse and Shipping areas, midnight

shift.

- 15) Maintenance Department.
- 16) Sanitation-Barn, Kill Floor, and Fancy Meat.
- 17) Sanitation-Cooler, Cutting Room, Packaging, Warehouse and Shipping.

The Chief Steward will represent the Global Meats, Sundry and Cooler Department.

Such stewards must be employees of the department or area, 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:

- 1) The Local Chairperson
- 2) The Chief Steward
- 3) The Recording Secretary or Vice Chair
- 4) 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 **of the name of the Supervisor/Foreman** in each **area** and a **list of the employees who come under their direction**. A copy **will be** given to the Union. **Employees will only take directions from one (1) Supervisor/Forman in each area.**

4.03 The Union will inform the Company in writing of the identity of all stewards and grievance committee members and the department or areas, 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 designate will be excused **and paid for eight (8) hours per day for Union business.** The Chief Steward or designate will be excused and paid for three hours (3) per day for Union business.
- 4.09 The Company agrees that whenever an interview is held with an employee, regarding his work or conduct, a designated area Steward or Chief Steward will be present as a witness. The employee may request the Steward to leave. If the steward is not present, the meeting will be postponed until a Steward is available. If the meeting is held without a Steward, any conclusion - verbal or written - will be null and void, except if the employee asked the Steward to leave. Should any reprimand, warning or discipline be issued, the employee shall be notified in writing within five (5) working days. If an investigation is required, the employee shall receive written confirmation of the results of the investigation within five (5) working days of its completion.

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 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 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.

The Company will notify the Union, as to what disciplinary action will be taken within five (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 An employee who has a complaint or a grievance will ordinarily discuss the matter with his immediate supervisor and if the matter is not resolved in that discussion he may refer the question to his steward for consideration. However, should the nature of the complaint or grievance be such that the employee prefers to refer it to his steward first, then he may do so.

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 **or designate**, 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 **or designate**, together with other representatives of management within three (3) days of the presentation of the written grievance to the Plant

Manager **or designate**. The Plant Manager **or designate**, shall give his written reply to the Chief Steward within five (5) days of such meeting. If the Plant Manager's **or designate'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 **or designate'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 **or designate** in writing of its desire to appeal the decision of the Plant Manager **or designate** 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, 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 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 griever. Any grievance not appealed from one (1) 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.

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, 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.

ARTICLE 7 UNION SECURITY

7.01 The Company agrees that:

- (1) 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.

(2) All employees hired after the date of this Agreement, shall be required 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 and non 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. The Company will not deduct union dues from Long Term Disability, Weekly Indemnity, or benefit check payments to employees.

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. **The Company agrees to provide above by electronic means.**

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 twelve (12) months.

ARTICLE 8 DISCRIMINATION

8.01 a) 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.

2) **Neither the Company nor the Union will discriminate against any employee because of race, color, sex, physical disability, age, religious beliefs, ancestry, place of origin, or status. Both parties to this agreement agree to abide by the Ontario Human Rights Code.**

8.02 The Company agrees to permit the Union to post notices of meetings and legitimate Union business but not political matters on bulletin boards **in four (4) locations as designated and mutually agreed upon by the Union and the Company** for such purposes. **These will be separate bulletin boards for Union purposes only. The company will provide the Union glass covered bulletin boards with locks and keys.**

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 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), or (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;

(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.

9.05 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. A vacated position will be posted on the 31st day. If the employee who has been transferred does not return to the bargaining unit within thirty (30) days he forfeits the right to his existing job and may only return to a job vacancy that he may be able to attain by the posting system.

9.06 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 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 **five (5)** working days notice of lay-off or pay for that portion of such **five (5)** working days for which notice is not given except in cases of machinery or equipment breakdown.

- (2) 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 the transfer has not happened within ten (10) working days, the**

employee shall report to his new position on the eleventh (11th) working day and start his training or lose his posted position.. 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 after 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 names of **all applicants and** the successful applicant.

It is expressly understood that no successful job applicant **awarded the job** pursuant to this Article 9.08 (c) may **not** bid on another job posting for a period of **one hundred and eighty (180)** calendar days. **The successful applicant who declines the job will not be entitled to apply for another job posting for ninety (90) calendar days.** The time periods mentioned above refer to the date of when the successful applicant was notified.

- (4) As a result of changes in line speeds, jobs will be added, changed and/or eliminated. The Company will discuss these updated job changes with the Union on a monthly basis.
- (5) If the employee performs the work without further training he will be paid the proper rate.
- (f) All postings to be delivered to and signed by the department **or area** 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 thirty (30) days, will be posted in the department.

After six (6) 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.

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.

- 10.02 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 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 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 **of an employee's spouse or children** an employee with seniority will be granted up to **four (4)** 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 the case of death of an **employee's mother, father, brother, sister, mother-in-law, father-in-law or grandchildren,** 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.

12.03 In case of death of an **employee's** stepmother, stepfather, 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 **as soon as possible but, within two (2) days** 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 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 (1 ½) 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 eight (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 (2) employees.

14.03 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 (2X) 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 five (5) hours a week will be voluntary. The Company agrees to give notice of anticipated overtime **prior to the last break of** 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 fifteen (15) minute coffee break will be given to the employees.
- 14.09 Employees shall receive a one-half ($\frac{1}{2}$) hour unpaid lunch period.
- (a) twenty (20) minutes paid lunch for maintenance only.
- (b) If an employee is required to work overtime the Company will after two (2) hours work make a hot meal available with no cost to the employee. If no hot meal is available the employee will receive ten dollars (\$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 Guarantee

(a) The Company agrees to guarantee every employee in every week of employment, **forty (40)** 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

16.01 (a) An employee who has completed ninety (90) calendar 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, Christmas Day, Canada Day, Boxing Day, Civic Holiday

In addition to the above, **the Union and the Company will meet to discuss the scheduling of hours of work during the Christmas holidays and New Year's Eve day.**

This meeting will take place prior to October 31st of each year to provide the Company with enough time to make the necessary arrangements. If no agreement can be reached between the parties then, each employee who is scheduled to work the day before Christmas and New Year's Day and works up to **four (4) hours will be paid eight (8) hours for that day.**

(b) In addition to the above, **twice** each year an employee who has attained seniority, shall be entitled to **one (1)** personal day off with pay **during the period of April 1st to September 30th and one (1) personal day with pay during the period of October 1st to March 31st,** to be arranged at a time mutually agreeable between the employee and the immediate supervisor.

16.02 In order to qualify for payment for any of the holidays designated in this Article 16.01, (except for the floaters) 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 to the holiday, 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 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 **WSIB (and the claim has been approved)** when a statutory holiday occurs, the Company agrees to **pay the employee eight hours (8) pay for that day.** The Company will notify WSIB or the insurance carrier not to pay for the statutory holiday as this responsibility rests with the Company.
- 16.05 When an employee is required by his doctor to perform light duty activities due to a work related injury, the Company agrees to pay full regular wages for maximum period of three (3) months providing the employee cooperates with the Company's return to work program to achieve a speedy recovery.

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 - four percent (4%).
 - (b) one (1) year's seniority but less than five (5) year's seniority as at March 31st of each year - two (2) weeks at four percent (4%).
 - (c) five (5) year's seniority but less than ten (10) years' seniority as at March 31st of each year - three (3) weeks at six percent (6%).
 - (d) ten (10) year's seniority but less than fifteen (15) years' seniority as at March 31st of each year - four (4) weeks at eight percent (8%).
 - (e) fifteen (15) year's seniority or more as at March 31st of each year - five (5) weeks at ten percent (10%).

(6) twenty (20) year's seniority or more as at March 31st of each year - five (5) weeks at ten percent (10%)

(g) Vacation Bonus

5 -9 years	\$50.00 per week
10 -14 years	\$100.00 per week
15 - 19 years	\$150.00 per week
20 years or more	\$200.00 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 September 1st. Vacation time selected between June 1st and September 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 ten percent (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 it's 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

To be eligible for benefits, all employees must complete ninety (90) days employment.

19.01 The Company agrees to pay on behalf of each **seniority** employee hired before April 18, 1999, one hundred percent (100)% of the cost of the Group Insurance Plan **subject to the following:**

- (a) Life Insurance: all employees will be covered for one (1) times their annual income to a maximum of **fifty** thousand dollars (**\$50,000.00**);

- (b) Accidental Death & Dismemberment: **fifty** thousand dollars (**\$50,000.00**) maximum per employee;
- (c) Long-Term Disability: seventy per cent (70%) of an employee's monthly income to a maximum of one thousand five hundred dollars (\$1,500.00). Non evidence maximum is fifteen hundred dollars (\$1500.00). Such payment shall be with respect to sickness or accident not covered by **WSIB** 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: Ten thousand dollars (\$10,000.00) per employee. The Company agrees to pay the unpaid deductible of chiropractor visits not covered by OHIP. **Effective January 31st, 2002, the Company agrees to provide three hundred dollars (\$300.00) per year coverage for a Certified Massage Therapist, if referred by a Doctor.**

Refer to the Benefits Booklet for your entitlement.

19.02 Weekly Indemnity

The Company agrees to pay on behalf of each employee hired before April 18, 1999, one hundred percent (100%) of the cost of a Weekly Indemnity Plan.

The Weekly Indemnity Plan is on the basis of 1-4-17, providing for benefits equaling sixty-four percent (64%) of forty (40) hours earnings to a maximum of four hundred and forty dollars (\$440.00), 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.

(iii) The three (3) day waiting period will be waived if the employee is sick longer than fifteen (15) working days.

MDM will notify the employees one (1) week prior to their benefits being expired.

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

(a) The Company agrees to pay on behalf of each employee hired before April 18, 1999, one hundred percent (100%) of the cost of a Dental Plan equal to Blue Cross No. 7, **plus improvements outlined below;**

(2) The Dental Plan will pay based on the current fee schedule

(a) Effective January 1st, 2002, **the Plan will provide for fifteen hundred dollars (\$1500.00) coverage per family member per year;**

- (3) The Plan will provide coverage effective January 1st, 2002, of one thousand dollars (\$1000.00) lifetime maximum per family member per year for Dentures, replacing old dentures and relining at sixty percent (60%);
- (4) Effective January 1st, 2002, the Plan will provide for orthodontic coverage at fifty percent (50%) to a one thousand dollar (\$1000.00) lifetime benefit per family member;
- (5) Effective January 1st, 2002, the Plan will provide for coverage for crowns and bridges at sixty percent (60%) to a one thousand dollar (\$1000.00) lifetime benefit per family member.

Refer to your benefit booklets for your entitlement.

19.06 Pension Plan

The Pension Plan instituted in 1982 will continue on. The Company will contribute twenty-one dollars (\$21.00) per week on behalf of all employees entitled to be members of the pension fund. The Pension is calculated on a **forty (40)** hour work week at **fifty-three cents (\$.53) per hour**, to a maximum of twenty-one dollars (\$21.00) a week. If an employee gets paid for less than **forty (40)** hours, the pension is calculated as follows:

Hours worked x **\$.53** = weekly contribution.

The employees in the pension fund will be required to match the twenty-one dollars (\$21.00) 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.

The Pension Plan for all employees with seniority, will be voluntary. To receive the Company portion, you must contribute to the Pension Plan.

Employees will be entitled to participate in the Pension Plan after two (2) years of employment.

19.07 Vision Care

Upon presentation of a receipt for eye glasses or contact lenses the Company will pay a maximum of **five hundred dollars (\$500.00) per family or three hundred dollars (\$300.00) per single** in any two (2) year period. Family is defined as on the registered TD1 Form. **See Letter of Understanding concerning vision care. New eye coverage is effective January 1st, 2002.**

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. The decision of the insurer or governmental agency involved **can be appealed using the claim appeal process.**

19.10 (a) If an employee is on leave for **WSIB**, 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.

(1) See Letters of Understanding concerning benefit premiums and pension premiums for employees hired after April 18th, 1999.

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 shall have the right to displace employees with less seniority provided he is able to perform the job. Employees will be limited to two (2) bumps and may only bump the same class or down. The Company will provide ten (10) days training.

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. **For those employees working in cooler areas and wanting to wear a cooler jacket, they can purchase such at fifty percent (\$50%) discount once every thirty-six (36) months.**

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. The Company will purchase the first pair of earmuffs (only one (1) pair, upon completion of ninety (90) days, replacement is the responsibility of the employees).

21.03 The Company will reimburse maintenance employees only up to **four hundred dollars (\$400.00)** per year for tools subject to presentation of broken or new tools

and receipts for purchases of same. If an employee does not use his entire **four hundred dollars (\$400.00)** in one (1) year, he may carry forward any unused portion to the next year. **Freezer coats will be made available when Maintenance employees are required to work in the freezers.**

21.04 The Company will pay each employee who has completed ninety (90) days and is on the active payroll on January 1st and July 1st of each year the amount of ninety dollars (\$90.00) each time for the purpose of obtaining safety footwear.

ARTICLE 22 GENERAL

22.01 Buzzer

The Company agrees to install a "buzzer" system on the Kill Floor by the Knocking Box to notify employees of breaks, starting and quitting times. The "buzzer system" will be operational within three (3) months of ratification of the new Collective Agreement.

22.02 Line Speeds

The Company agrees to maintain clocks on the Cutting Room Floor and Kill Floor to display the line speeds.

ARTICLE 23 MAINTENANCE

23.01 (a) The maintenance employees with the following qualifications will be paid for the year 2002, retroactive to January 1st, 2002, for all hours worked including overtime twenty-three dollars (\$23.00) per hour; for the year commencing January 1st, 2003, twenty-three dollars and seventy-five cents (\$23.75); and for the year commencing January 1st, 2004, twenty-four dollars and fifty-five cents (\$24.55): Fully qualified Electrician with provincial certificate;

- Fully qualified Millwright, Welder and Plumber with provincial certificate;

- Fully qualified Refrigeration B Mechanic,
 - Third Class or better Stationary Engineers with provincial certificate;
- (b) Maintenance Mechanic and Small Tool Maintenance Mechanic without certificate will be paid at a Class 2 rate;
- (c) The Refrigeration Class B Operator will be paid nineteen dollars and eighty-five cents (\$19.85) all increases commencing January 1st, of each year including retroactivity on all hours worked including overtime in 2002, twenty dollars and sixty cents (\$20.60) in 2003, and twenty-one dollars and forty cents (\$21.40) in 2004;
- (d) The Maintenance Mechanic, Small Tools or the Refrigeration Class B Operator positions when open or available will not be re-posted;
- (e) New fully qualified Electricians, Millwrights, Welders, Plumbers, Refrigeration B Mechanics, Third Class or better Stationary Engineers with provincial certificate will be paid the regular rate;
- (f) The Company and the Union will establish an Apprenticeship system under the guidelines of the Government Training Branch;
- (g) The hours of work for the Refrigeration B Mechanics as outlined in Letter of Understanding #1.

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. Maximum ten (10) employees with the most seniority and the proper education will be asked to write an aptitude test at an established College or Trades School;

3. From those employees who pass the test with a mark of seventy-five percent (75%) or higher, the most senior employee 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 **ensure that the apprentice will not suffer any loss** of wages;
6. Apprentices will be paid according to the following schedule:
 - Level 1 - 0 to twenty-five percent (25%) of the required amount of apprenticeship hours at seventy percent (70%) of the full rate
 - Level 2 - 25 to fifty percent (50%) of the required amount of apprenticeship hours at seventy-five percent (75%) of the full rate
 - Level 3 - 50 to seventy-five percent (75%) of the required amount of apprenticeship hours at eighty percent (80%) of the full rate
 - Level 4 - 75 to one hundred percent (100%) of the required amount of apprenticeship hours at eighty-five percent (85%) of the full rate
 - The Apprenticeship Program is to be successfully completed within the required time frame
7. Employees who do not fulfill 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 **January 1st, 2002**, and remain in full force and effect and shall not be re-opened, save and except otherwise expressly provided, until **December 31st, 2004**, and shall continue automatically thereafter during annual periods of two (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, 2004 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 _____ 20_____.

For the Company:

For the Union:

SCHEDULE "A" WAGES AND CLASSIFICATIONS

Effective January 1st, 2002

Year 1	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Start	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
3 Months	\$17.60	\$16.95	\$16.30	\$14.75	\$13.75	\$13.60	\$12.60
6 Months	\$17.90	\$17.25	\$16.60	\$15.05	\$14.05	\$13.60	\$12.60
9 Months	\$18.20	\$17.55	\$16.90	\$15.35	\$14.35	\$13.60	\$12.60
12 Months	\$18.50	\$17.85	\$17.20	\$15.65	\$14.65	\$14.10	\$13.10
15 Months	\$18.80	\$18.15	\$17.50	\$15.95	\$14.95	\$14.10	\$13.10
18 Months	\$19.10	\$18.45	\$17.80	\$16.25	\$15.25	\$14.10	\$13.10
21 Months	\$19.35	\$18.70	\$18.05	\$16.50	\$15.50	\$14.10	\$13.10
24 Months	\$19.60	\$18.95	\$18.30	\$16.75	\$15.70	\$14.60	\$13.60

Effective January 1st, 2003

Year 1	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Start	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
3 Months	\$18.35	\$17.70	\$17.05	\$15.50	\$14.50	\$14.35	\$13.35
6 Months	\$18.65	\$18.00	\$17.35	\$15.80	\$14.80	\$14.35	\$13.35
9 Months	\$18.95	\$18.30	\$17.65	\$16.10	\$15.10	\$14.35	\$13.35
12 Months	\$19.25	\$18.60	\$17.95	\$16.40	\$15.40	\$14.85	\$13.85
15 Months	\$19.55	\$18.90	\$18.25	\$16.70	\$15.70	\$14.85	\$13.85
18 Months	\$19.85	\$19.20	\$18.55	\$17.00	\$16.00	\$14.85	\$13.85
21 Months	\$20.10	\$19.45	\$18.80	\$17.25	\$16.25	\$14.85	\$13.85
24 Months	\$20.35	\$19.70	\$19.05	\$17.50	\$16.45	\$15.35	\$14.35

SCHEDULE "A" WAGES AND CLASSIFICATIONS (Continued)

Effective January 1st, 2004

Year 1	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Start	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
3 Months	\$19.15	\$18.50	\$17.85	\$16.30	\$15.30	\$15.15	\$14.15
6 Months	\$19.45	\$18.80	\$18.15	\$16.60	\$15.60	\$15.15	\$14.15
9 Months	\$19.75	\$19.10	\$18.45	\$16.90	\$15.90	\$15.15	\$14.15
12 Months	\$20.05	\$19.40	\$18.75	\$17.20	\$16.20	\$15.65	\$14.65
15 Months	\$20.35	\$19.70	\$19.05	\$17.50	\$16.50	\$15.65	\$14.65
18 Months	\$20.65	\$20.00	\$19.35	\$17.80	\$16.80	\$15.65	\$14.65
21 Months	\$20.90	\$20.25	\$19.60	\$18.05	\$17.05	\$15.65	\$14.65
24 Months	\$21.15	\$20.50	\$19.85	\$18.30	\$17.25	\$16.15	\$15.15

STUDENT RATE: Ten dollars (\$10.00) for the first year, ten dollars and fifty cents (\$10.50) for the second year and eleven dollars (\$11.00) for the third year. (See Letter of Understanding)

All new employees will start at the "start rate" as noted in the above table in the appropriate year and will reach their appropriate category rate evenly over the next twenty-four (24) months.

SHIFT PREMIUM: Twenty-five cents (\$0.25) per hour

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

STUDENTS: Students employed for the school vacation period (May 1st, to September 1st, and the Christmas Holidays-last two (2) weeks in December and the first week in January) are not considered full-time employees and will have to apply after September 15th and January 15th, for full time status. Students must be at least fifteen (15) years of age. (See Letter of Understanding)

CLASSIFICATIONS

HAMBURGER ROOM, PATTY ROOM, STEAK ROOM, ROAST BEEF

Class 1

Class 2 Formulator

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

Class 4 AEW automatic saw, Roast Beef

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

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, special trim.

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, special trim.

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 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, special trim and remove cod fat.

Class 6 Transfer onto boning lines, pick bones, cut bones, core sample helper, seam insides, Hip Trim before Hind Saw, knife sharpening helper.

Class 7 Janitor

SANITATION

Class 1

Class 2 Leadhand

Class 3 Set up

Class 4

Class 5

Class 6 Sanitation

Class 7 Janitor

SUNDRY

Class 1

Class 2 Receiver dry goods

Class 3 Laundry Room Operator

Class 4 Wash wheels kill, receiver dry goods helper

Class 5 Soap & towel dispensers, wheels to wheel room, shaker plant.

Class 6 Yard man, laundry room.

Class 7 Shaker Plant helper

GLOBAL

Class 1

Class 2 Lead hand, Roast Beef

Class 3

Class 4 Saw

Class 5

Class 6 Roast beef helper

Class 7 General labour

MDB

Class 1

Class 2

Class 3 Machine operator

Class 4

Class 5

Class 6 Filling boxes, putting them in the freezer, Bone cutter

Class 7 Pack Bones, General Labour

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, 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, Spinal cord vacuum.

FANCY MEATS, INTESTINES AND FOOTROOM

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, Set up

Class 6 Trim line, transfer, bagging, boneguarding, Offline bagging, Boxing and Packing

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

PLATE ROOM

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, Special Trim

Class 6 Checking trim, Bagging and Boxing

Class 7 Skinning Skirts

BARN

Class 6 Barn helpers

LETTER OF UNDERSTANDING #1

BETWEEN: BETTER BEEF LIMITED

-and-

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

RE: SCHEDULES IN EXCESS OF EIGHT (8) HOURS PER SHIFT

This will confirm our understanding with respect to Schedules in excess of eight (8) hours per shift in Article 14 of this Collective Agreement.

The parties have agreed that the Company may establish schedules of twelve (12) hours per shift for the refrigeration operators subject to the following:

- 1. In the refrigeration area the hours of regular work will be scheduled on the basis of thirty-six (36) hours in a payroll week and forty-four (44) hours in the following week.**
- 2. For the purpose of calculating overtime employees will be paid one and one-half (1 ½) times their regular rate for:**
 - a) Hours worked in excess of the twelve (12) hours per day.**
 - b) Hours worked on the first non-scheduled day in the week and double time (2X) on the second non-scheduled day of the week.**
- 3. Refrigeration operators who are required to work on one of the designated holidays as outlined under Article 16 shall be paid at the rate of time and one-half (1 ½) plus holiday pay for hours that are scheduled to work.**
- 4. Operators whose holiday falls on his scheduled day off will be compensated at eight (8) hours' pay at his regular rate.**
- 5. The Company and the Union agree that during the term of this Collective Agreement the Chief Engineers will help to repair and maintain the equipment, relieve operators during sickness and vacations if no other operators are available.**
- 6. All operators will be covered under the Collective Agreement except for the changes outlined above.**

LETTER OF UNDERSTANDING #2

BETWEEN: BETTER BEEF LIMITED

-and-

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

**RE: PHASE IN PERIOD FOR PENSION PLAN FOR
EMPLOYEES HIRED AFTER APRIL 18TH, 1999**

March 1st, 2002, the Company will contribute a maximum of fourteen dollars and twenty-five cents (\$14.25) per week based on forty (40) hour week, calculated on the basis of thirty-six cents (\$.36) per hour.

December 1st, 2002, the Company will contribute a maximum of sixteen dollars and fifty cents (\$16.50) per week based on forty (40) hour week, calculated on the basis of forty-one cents (\$.41) per hour.

September 1st, 2003, the Company will contribute a maximum of eighteen dollars and seventy-five cents (\$18.75) per week based on forty (40) hour week, calculated on the basis of forty-seven cents (\$.47) per hour.

June 1st, 2004, the Company will contribute a maximum of twenty-one dollars (\$21.00) per week based on forty (40) hour week, calculated on the basis of fifty-three cents (\$.53) per hour.

Employees will be entitled to participate in the Pension Plan after two (2) years of employment, all participation is voluntary.

If the employee gets paid for less than forty (40) hours, the pension is calculated as follows:

hours worked X cents per hour = weekly contribution

To receive the Company portion you must contribute to the Pension Plan.

LETTER OF UNDERSTANDING #4

BETWEEN: BETTER BEEF LIMITED

-and-

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

RE: APPLICATION OF ARTICLE 19.07 - VISION CARE

Single Coverage

Upon proof of purchase an employee will be entitled to be reimbursed up to three hundred dollars (\$300.00) for the purchase of eye glasses or contact lenses. An employee will be entitled to a further reimbursement of up to three hundred dollars (\$300.00) twenty-four (24) months from the last date of purchase.

Family Coverage

Upon proof of purchase a family will be entitled to be reimbursed up to five hundred dollars (\$500.00) for the purchase of eye glasses or contact lenses in any two (2) year period. The maximum amount that can be spent for each family member is three hundred dollars (\$300.00) per two (2) year period.

LETTER OF UNDERSTANDING #8

BETWEEN: BETTER BEEF LIMITED

-and-

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

RE: UFCW TRAINING & EDUCATION FUND, LOCAL 175

Effective the first week after ratification the Company agrees to contribute one thousand dollars (\$1000.00) to the UFCW Local 175 Training & Education Fund.

Effective January 1st, 2003, the Company will contribute one thousand dollars (\$1000.00) to UFCW Local 175 Training & Education Fund.

Effective January 1st, 2004, the Company will contribute one thousand dollars (\$1000.00) to the UFCW Local 175 Training & Education Fund.

LETTER OF UNDERSTANDING #10

BETWEEN: BETTER BEEF LIMITED

-and-

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

**RE: ARTICLE 19.02 (i)
WAITING PERIOD FOR SICKNESS OR ACCIDENT BENEFIT**

The normal waiting period for sick pay or a non related workplace injury is three (3) days without reimbursement. In the event an employee is off work for more than fifteen (15) working days the waiting period will be waived and the employee will be paid from day one in accordance with the Weekly Indemnity Plan reimbursement formula as outlined in Article 19.02.

An employee who is hospitalized for twenty-four (24) hours or greater will be paid from day one in accordance with the Weekly Indemnity Plan reimbursement formula as outlined in Article 19.02.

An employee who has day surgery for any of the following will be reimbursed from day one in accordance with the Weekly Indemnity Plan reimbursement formula as outlined in Article 19.02.

Covered Ambulatory Surgical Procedures are as follows:

Arthroscopy, Biopsy (mouth, breast, skin, prostate, and uterine cervix), Brochoscopy, Cataract Surgery, D&C (dilation and curettage of the uterus), Hemorrhoidectomy, hernia Repair, Laryngoscopy (with vocal cord stripping) Laparoscopy-Diagnostic or Tubal Ligation, Myringotomy (Tympanotomy), Nasal Polypectomy, Tonsillectomy-Adenoidectomy, Vasectomy, Amputation, Laser Eye Surgery, Teeth Extraction (five (5) or more teeth) or two (2) or more wisdom teeth or any other procedure as mutually agreed by the Unit Chair and

Plant Manager.

LETTER OF UNDERSTANDING #14

BETWEEN: BETTER BEEF LIMITED

-and-

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

RE: KNIFE SHARPENING

The Company and the Union agree that having a sharp knife is essential to doing safe and proper work.

All employees placed on knife jobs after the date of ratification will be given a one half (½) hour course, if necessary, prior to the commencement of the job by a qualified instructor on how to maintain a sharp knife and steel a knife properly.

The Company agrees to have one (1) employee on days and one (1) employee on the afternoon shift to sharpen knives.

LETTER OF UNDERSTANDING #17

BETWEEN: BETTER BEEF LIMITED

-and-

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

RE: PARKING LOT - SNOW PLOWING & SALTING

The Company will make a sincere effort to ensure the parking lots is cleared and salted as required.

LETTER OF UNDERSTANDING #18

BETWEEN: BETTER BEEF LIMITED

-and-

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

RE: NEGOTIATIONS

The Company agrees to pay one half (1/2) the cost of the printing of the Collective Agreements, full cost of negotiating committees lost time benefits and one half (1/2) of room costs for the negotiations of the Collective Agreement which expired on December 31st, 2001.

