

# **Collective Agreement**

**Between**

## **Cuddy Food Products**

( Trafalgar St., London, Ontario )

and

**United Foods and Commercial Workers  
International Union**

**Local 175**

**Begins:**

**05/01/1993**

**Terminates:**

**05/30/1995**

**00267 (05)**

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COLLECTIVE AGREEMENT

BETWEEN CUDDY FOOD PRODUCTS

(Hereinafter referred to as "the Company")

OF THE FIRST PART,

- and -

UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175

(Hereinafter referred to as "the Union")

OF THE SECOND PART.

ARTICLE 1 - PURPOSE

- 1.01 The purpose of the Agreement is to secure for the Company and its employees, the full benefits of orderly and legal collective bargaining and to ensure, to the utmost extent possible, the safety and welfare of the employees, the economy of operations, the quality of work and the protection of property.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of its plants as defined in Article 3.

- 2.02 The Company undertakes that **it** will not enter into any agreement or contract with those employees for **whom** the Union has bargaining rights, either individually or collectively, inconsistent with the terms of this Agreement.
- 2.03 For the purpose of interpretation, wherever the masculine gender is used in this Agreement, **it** shall be deemed to include the feminine and vice-versa and, similarly, the singular shall include the plural and vice-versa, as applicable.

### ARTICLE 3 - EMPLOYEES

- 3.01 The term "employees", as used in the Agreement, shall be all employees of **Cuddy Food Products**, in the City of London, Ontario, save and except: truck drivers, supervisors, persons above the rank of supervisor, nurses, office and **sales** staff, students during the school vacation period, and persons employed for not more than twenty-four (**24**) hours per week.
- 3.02 (a) Supervisory personnel will not perform **Bargaining Unit** work except in the training of employees, testing of equipment, developing of methods or standards, or assisting to overcome operating difficulties.
- (b) Persons excluded **from** the Bargaining Unit will not perform Bargaining Unit work beyond current practice, or **notwithstanding** Article 16, when a Bargaining Unit employee is on **layoff**.

- (c) Such person permitted to perform Bargaining Unit work as outlined in 3.02 (b) above shall perform such Bargaining Unit work for the sole purpose of replacing Bargaining Unit employees absent from work for reasons other than layoff. The Chief Steward shall be provided with the names of employee(s) being replaced.

- 3.03 The Company will not contract out Bargaining Unit work beyond current practice to such an extent that it directly results in the layoff of a Bargaining Unit employee.

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#### ARTICLE 4 - RELATIONSHIP

- 4.01 (a) The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them, their representatives or members because of an employee's membership or non-membership in the Union.

- (b) The Parties agree that there will be no discrimination exercised or practised by either of them because of an employee's age, race, creed, colour, sex, national origin, handicap, religious or political affiliation in accordance with the provisions of the Ontario Human Rights Code.

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- 4.02 On commencing employment, the Supervisor or his designate will introduce the new employee to a Union Steward.

- 4.03 The Union agrees that Union meetings will not be held on Company premises, and that no employee or Union Official will engage in any Union activity on Company time during his working hours or the working hours of any employee, except as provided for in this Agreement.
- 4.04 (a) The Union undertakes to secure from its officers, stewards and members their cooperation with the Company.
- (b) The Company undertakes to instruct its supervisors, and its appointees to the committees outlined in Article 8, to cooperate with the Stewards in the carrying out of the terms and requirements of this Agreement.

#### ARTICLE 5 - UNION SECURITY

- 5.01 (a) Employees on the payroll of the Company as of March 24, 1990 may become and thereafter remain members of the Union as a condition of employment.
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- (b) All employees of the Company hired on or after March 24, 1990 shall, upon completion of the probationary period, become and thereafter remain members of the Union as a condition of employment.
- (c) The Company shall remit to the Union, within thirty (30) calendar days following the completion of the probationary period, the United Food & Commercial Workers Membership Application Form signed by the new employee.

- 5.02 (a) All employees shall, as a condition of employment, authorize the deduction of Union dues and initiation fees. Such deductions will commence with the employee's first pay.
- (b) The Company agrees to make the deduction, set out in Article 5.02 (a), from each employee in the Bargaining Unit. The Company will remit the total sum so deducted to the Union on or before the fifteenth (15th) calendar day of the following month, accompanied by a list of active employees and their Social Insurance Number from whose pay such deductions have been made. 2/1
- 5.03 The Company agrees to enter the amount of Union dues paid on employees' T4 forms for Income Tax purposes.
- 5.04 The Company agrees to provide the Union Office once a month with the names, addresses, telephone and Social Insurance Numbers of new employees, also the names of employees who have terminated their employment, including the date of termination.
- 5.05 The Union shall advise the Company, in writing, the amount of the Union dues and the initiation fee which the Company is required to deduct from each eligible employee. The Company will be advised, in writing, of any further changes in the Union dues or initiation fees.

#### ARTICLE 6 - MANAGEMENT

- 6.01 The Union acknowledges that it is the exclusive function of the Company to:



- (a) maintain order, discipline and efficiency; and
- (b) hire, retire, discharge, classify, schedule, transfer, assign, direct, promote, demote, layoff, and suspend or otherwise discipline employees for just cause; and
- (c) generally to manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, the kinds and locations of equipment, machines, and tools to be used, the allocation and number of employees required by the Company from time to time.
- (d) Management rights, as outlined above, shall not be exercised in a manner inconsistent with the terms of this Agreement.

6.02 The Union recognizes the right of the Company to make, enforce and to alter, from time to time, reasonable rules and regulations not inconsistent with the terms of this Agreement, to be observed by all employees.

#### ARTICLE 7 - NO STRIKE - NO LOCKOUT

7.01 In view of the orderly procedures established by this Agreement for the settling of disputes or the handling of grievances, the Union agrees that during the life of this Agreement, it will not call a strike, slowdown, sitdown, or other stoppage of work or interference with production and the Union will hold its members to this responsibility.

The Company agrees that during the life of this Agreement, there shall be no lockout.

- 7.02 For the purpose of this Article, the Union recognizes that in order to provide maximum opportunities for continuing employment, the Company must operate efficiently in order to be in a strong market position.

#### ARTICLE 8 - STEWARDS AND DIVISIONAL COMMITTEES

- 8.01 Except as otherwise provided in this Agreement, no individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union will supply the Company with the name of its representative or designate and the Company will supply the Union with the name of its Director of Human Resources or designate.
- 8.02 The Company acknowledges the right of the Union to appoint or otherwise select members to its Grievance Committee and its Negotiating Committee. The Parties acknowledge each other's right to appoint or otherwise select its members to the Joint Health & Safety Committee and the Joint Return To Work Program Committee.
- 8.03 (a) A Grievance Committee shall be appointed from within each of the Divisions and shall consist of a Business Representative of the Union and the Chief Steward, plus the Steward who handled the initial grievance. Employees of the Company

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**appointed** to the Grievance Committee must have six (6) months seniority with the Company.

- (b) The Grievance Committee members may leave their work without **loss** of pay to attend to Union business on the following conditions:
- i) such business must be between the Union and Management;
  - ii) the time shall be devoted to the **prompt** handling of necessary Union business;
  - iii) the Steward or Officer concerned shall obtain the permission of the Supervisor concerned before leaving his work. Such permission shall not be unreasonably withheld;
  - iv) any meetings with Management will be held during Plant working hours and shall be considered as hours worked and paid for at the appropriate rate.

- 8.04 (a) A Negotiating **Committee** shall be appointed **from** within each Division and shall consist of a representative of the Union and a maximum of eight (8) Bargaining Unit employees.

Employees so appointed must have a minimum of **six (6)** months employment with the **Company**.

- (b) The **employees** of the Company who are appointed, or otherwise selected, by

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the Union to the Negotiating Committee shall be paid eight (8) hours at their regular rate of pay for each negotiating session scheduled between the Parties. The Union will reimburse the Company fifty percent (50%) of wages paid for up to the first (1st) six (6) meetings and one hundred percent (100%) for all other meetings, if any.

It is understood that the work week for employees appointed, or selected, to the Negotiating Committee is reduced by eight (8) hours for each negotiating session.

- 8.05 (a) A Joint Health & Safety Committee shall be appointed or otherwise selected by the Union, from within Divisions "A" & "B", and Division "C", and shall consist of a representative of the Union, and a maximum of ten (10) Bargaining Unit employees as follows:

Division "A" and Division "B"  
-- three (3) Bargaining Unit employees

Division "C"  
-- seven (7) Bargaining Unit employees

- (b) The Joint Health & Safety Committee shall be governed by the provisions of the Occupational Health and Safety Act and Article 26 of this Agreement.

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- 8.06 (a) A Joint Return To Work Program Committee shall be appointed from

within Divisions "A" & "B" and Division "C", and shall consist of a representative of the Union, and a maximum of five (5) Bargaining Unit employees as follows:

Division "A" and Division "B"  
 -- two (2) Bargaining Unit employees

Division "C"  
 -- three (3) Bargaining Unit employees

- (b) The Joint Return To Work Program Committee shall be governed by the provisions of Article 27 of this Agreement.

8.07 The name of each employee, as from time to time selected or elected to the above Committees, shall be given in writing to the other Party.

8.08 (a) The Company acknowledges the right of the Union to appoint Chief Stewards and Stewards from within each Division as follows:

Division "A" -- One (1) Chief Steward and one (1) Steward from each shift within each Department.

Division "B" -- One (1) Chief Steward and one (1) Steward from each shift within each Department.

Division "C" -- One (1) Chief Steward and one (1) Steward from each shift within each Department.

Boning Department:

Turkey Line - one (1) Steward per shift

Chicken Line - one (1) Steward per shift

- (b) The Union acknowledges that the Chief Stewards and Stewards have regular duties to perform on behalf of the Company and that such persons may not leave their regular duties without notifying their immediate Supervisor.

In such cases where a Steward and an employee do not have similar lunch and/or break periods, the Chief Steward who shall be scheduled to work the day shift, will be allowed when necessary to leave his regular duties for a reasonable length of time to function as a Steward as provided in this Agreement.

The Union will designate two (2) Stewards in each Division (one on each shift not covered by the Chief Steward) to perform the duties outlined above to a maximum of thirty (30) minutes per shift where the Chief Steward is not available. The Chief Steward shall be scheduled to work the **day** shift.

Each Steward will seek the permission of his Supervisor to leave his

regular duties and such permission shall not **be** unreasonably withheld.

- 8.09** The Company agrees that whenever an interview is held with an employee for disciplinary reasons, a Chief Steward or Steward will be present as a witness. The employee may request that the Steward leave the meeting.
- 8.10** A Staff Representative **of the** Union, upon advising the Director of Human Resources, or designate, with reasonable prior notice, may enter the Plant during normal working hours to view working conditions and generally service the Agreement.

#### ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01** The Parties to this Agreement are agreed that **it** is of the utmost importance to adjust complaints and grievances as quickly as possible. No grievance shall **be** considered if more than five (5) working days have elapsed between the occurrence of the incident and the filing of the grievance. The above time limit shall not apply in those incidents where the grievance filed is of a monetary nature and the Company's liability shall be limited to one (1) full year immediately prior to the date of the filing of the grievance.

Work days referred to in Articles 9, 10, and 11 will not include Saturdays, Sundays and paid holidays.

- 9.02** Grievances or complaints arising under this Agreement shall **be** adjusted or settled as follows:

**STEP ONE:**

Whenever an employee has a complaint or grievance, such employee together with his Steward shall first discuss his complaint or grievance with his immediate Supervisor. The Supervisor shall give his decision within three (3) working days following the presentation of the complaint or grievance to him. If the Supervisor's decision is not satisfactory to the employee, then the complaint or grievance may be presented as follows:

**STEP TWO:**

Within five (5) working days after the decision at Step One, the aggrieved employee, together with his Steward, shall present his grievance, in writing, to his Supervisor. The Supervisor shall render his decision, in writing, with copies to the Director of Human Resources and the Steward within three (3) working days. If satisfactory settlement to the employee is not reached, then the grievance may be presented as follows:

**STEP THREE:**

Within five (5) working days or such longer time as mutually agreed upon after the decision at Step Two, the Union Grievance Committee will meet with the Management of the Company to discuss the grievance. A Representative of the Union will be present.

After the Step Three meeting, the Company shall reply to the grievance, in writing, with a copy to the Union Steward and the Regional Union Office within three (3) working days (replies to grievances filed



under Article 9.03 or 9.04 shall be within ten (10) working days) or such time as mutually agreed upon. At the request of either Party to this Agreement, the grievance may be referred to Arbitration.

- 9.03 A Group Grievance, defined as an alleged violation of this Agreement concerning all or a significant number of employees in the Bargaining Unit, or in regard to which a number of employees have signified an intention to grieve, may be brought forward, in writing, by the Union at Step Three within five (5) working days after the incident giving rise to the grievance occurred.
- 9.04 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement shall constitute a Policy Grievance, and it may be brought forward, in writing, at Step Three within five (5) working days of occurrence of the incident.
- 9.05 If arbitration is to be invoked, the request for arbitration must be made in writing to the other Party within ten (10) working days after the receipt by the grieving Party of the other Party's reply, in accordance with Article 9.03, Step Three, or the grievance shall be deemed to have been abandoned and all rights to arbitration forfeited.

- 9.06 No employee or member of the Grievance Committee shall suffer loss of pay by reason of time spent discussing grievances with representatives of the Company.
- 9.07 During the term of this Agreement, meetings of the Grievance Committee with Management shall be held upon reasonable notice by either the Grievance Committee or Management.
- Grievance meetings shall be held on the Company's premises.
- 9.08 If required, extensions to the time limits referred to in Articles 9, 10, and 11 shall be by written, mutual agreement.

#### ARTICLE 10 - DISMISSAL OR SUSPENSION

- 10.01 No employee shall be disciplined or discharged without just cause. Employees shall be notified in writing of the grounds for discipline or discharge. In subsequent grievance procedures, including arbitration, the Company shall be limited to such grounds. The Union shall receive a COPY.
- 10.02 A claim by an employee that he has been unjustly discharged or suspended from his employment shall be treated as a grievance if a written statement of such grievance is presented to the Director of Human Resources within five (5) working days (excluding Saturdays, Sundays and paid holidays) after the employee ceases to work for the Company. All preliminary steps of the Grievance Procedure to Step Three will be omitted in such cases. Such special grievances may be settled by confirming the

Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties. When an employee has been dismissed without notice, he shall have the right to interview his Steward, or in his absence, the Chief Steward, in the Grievance Room for a time not to exceed fifteen (15) minutes.

- 10.03 Notwithstanding Articles 6.01 (b), 10.01, and 10.02, a probationary employee may be discharged by the Company whether or not just cause exists provided the decision to discharge is not arbitrary, in bad faith, or for discriminatory reasons. The Company shall advise the Chief Steward in writing of the reason(s) for such termination.

#### ARTICLE 11 - ARBITRATION

- 11.01 Both Parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the Steps of the Grievance Procedure outlined in Article 9 above and which has not been settled, will be referred exclusively to a Board of Arbitration at the request of either of the Parties hereto.
- 11.02 The Board of Arbitration will be composed of one (1) person appointed by the Company and one (1) person appointed by the Union, and a third (3rd) person to act as Chairperson chosen by the other two members of the Board.

- 11.03** Within five (5) working days of the request by either Party for a Board, each Party shall notify the other of its appointee.
- 11.04** Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third (3rd) person within seven (7) calendar days of the notification mentioned in Article 11.03 above, the Office of Arbitration, Ministry of Labour will be asked to nominate a Chairperson.
- 11.05** The decision of a Board of Arbitration, or a majority thereof constituted in the above manner, shall be final and binding on both Parties.
- 11.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 11.07** Each of the Parties to this Agreement will bear the expenses of the Arbitrator appointed by it, and the Parties will jointly bear the expenses, if any, of the Chairperson.
- 11.08** It is understood and agreed that the applicable provisions of Article 11 shall apply to an arbitrator appointed pursuant to the provisions of Section 46 (1) of the Labour Relations Act, Ontario.
- 11.09** If the Company and the Union mutually agree to appoint a single arbitrator, the foregoing applicable provisions of this Article shall apply to such single arbitrator.

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ARTICLE 12 - WAGES and LETTERS OF UNDERSTANDING

12.01 Wage rates and classifications are appended hereto as Schedule "A" and shall form part of this Agreement.

12.02 In the event the Company establishes an entirely new job, or substantially changes an existing job, **it** shall so notify the Union in writing. The classification and hourly rate of pay of such new job will be negotiated with the Union. Failing agreement, the matter shall be put before an arbitrator who will decide those two (2) issues. The new rate and classification will be adjusted to the commencement of operation.

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12.03 Employees shall be paid weekly. Pay stubs shall be made available to each employee on or before 1:30 p.m. on Friday.

12.04 Supplementary agreements, if any, shall form part of this Agreement and are subject to the Grievance and Arbitration Procedure. Further, the Company agrees that the Chief Steward and Stewards from their respective Divisions so affected shall attend any meetings held between the Company and the Union pertaining to such Supplementary Agreements.

12.05 Letters of Understanding as outlined below shall form part of this Agreement.

- #1 Membership
- #2 Union Dues and Initiation Fees and Information
- #3 Printing of the Collective Agreement
- #4 Seniority
- #5 Standard Work Week - Division "C" Only

- #6 Weekly Indemnity
- #7 Transfers Between Plants
- #8 Temporary Positions

**ARTICLE 13 - SHIFT PREMIUM AND REPORTING ALLOWANCE**

13.01 An employee reporting for work shall be given a minimum of four (4) hours work or in lieu thereof, four (4) hours pay at the applicable rate of pay.

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13.02 An employee who, after leaving the Company's premises, is specifically called in at any time outside his normal working hours, shall be paid a minimum of four (4) hours at his applicable overtime rate.

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13.03 Shift premium shall be paid as follows:

Thirty cents (30¢) premium - afternoon shift

*44/100030*

Forty cents (40¢) premium - night shift

*45/100040*

The afternoon shift premium shall apply to all employees commencing work between the hours of 12:00 Noon and 6:00 p.m.

The night shift premium shall apply to all employees commencing work between the hours of 8:00 p.m. and 4:00 a.m.

**ARTICLE 14 - HOURS OF WORK AND OVERTIME**

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14.01 The standard work week will be forty (40) hours per week comprised of five (5) eight (8) hour days, Monday through Friday.

14.02 (a) Employees shall be paid one and one-half times ( $1\frac{1}{2}x$ ) their regular rate

for all hours worked or paid by the Company in excess of eight (8) hours per day, or for all hours worked or paid by the Company in excess of forty (40) hours per week.

(b) Employees shall be paid one and one-half times (~~1½x~~) their regular rate for all hours worked or paid by the Company on Saturday, unless such work is to complete the employee's last shift of the standard work week.

(c) Employees shall be paid two times (2x) their regular rate for all hours worked or paid by the Company between 12:01 a.m. Sunday and 10:00 p.m. Sunday.

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14.03 Double the straight time rate shall be paid for all work performed in excess of twelve (12) consecutive hours.

14.04 The Company does not guarantee to provide work for any specified number of hours on either a daily or weekly basis. The Company will pay for hours worked except where otherwise stated in this Agreement.

14.05 (a) Divisions 'A', 'B' & 'C':

i) During the standard work week (Monday through Friday) when overtime is required within a Department, such overtime shall be offered on a voluntary basis from among qualified senior employees within the Department on the shift (in the order of seniority).

In the event the Company is unable to fill its staffing requirements as outlined above, then such overtime shall be offered by seniority to qualified employees on the following basis:

First, to senior qualified employees within the Department who are at work and are available: then to senior qualified employees within the Division who are at work and are available.

- ii) Subject to 14.08, the opportunity to work overtime on Saturday or Sunday shall be offered first on a voluntary basis from qualified senior employees in the order of seniority within the Department; then

To employees within the Division; then

To employees within other Divisions (based upon combined seniority lists)

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iii) If the Company cannot fill its overtime requirements on a voluntary basis as outlined in Article 14.05 (a) (i) and (ii), the Company will assign the overtime work and such employee(s) will be required to perform the work on the following basis:

- (1) Overtime work required under Article 14.05 (a) (i) will be designated to the most junior



qualified employee within the Division who is at work and who is available.

(2) Overtime work required in accordance with 14.05 (a) (ii) will be designated to the most junior qualified employees in the Divisions.

iv) No employee will be required to work an unreasonable amount of overtime.

(b) Division "C" Only - Boning Line Weekend Overtime:

Subject to Article 14.08 herein, in the event a single shift is required for Saturday overtime on the Chicken Boning Line, such overtime will be alternated between the day shift and the afternoon shift. In such event, the afternoon shift shall commence work not before 10:00 a.m. Saturday or later than 4:00 p.m. on Saturday.

In the event that two shifts are required for Saturday overtime, the hours paid on each shift shall be equal, as far as possible, to operate the business.

14.06 Employees in Division "A", "B" or "C" who are designated to work overtime in accordance with Article 14.05, must, whenever possible, be provided with advance notice as follows:

(a) Week Day Overtime

Notice of such designation prior to 12:00 noon (day shift) or 7:30 p.m. (afternoon shift) each day.

(b) Weekend Overtime

Saturday Overtime - Notice of such designation at least twenty-four (24) hours in advance.

Sunday Overtime - Notice of such designation at least forty-eight (48) hours in advance.

- 14.07** Employees shall not be transferred from one Department to another to the extent that it reduces the regular straight time hours of work of seniority employees in such Department, unless such transfer is required to maintain the Company's staffing requirements.
- 14.08** Employees will not be required to report for their scheduled shift unless a minimum of nine (9) hours has elapsed since the completion of their last scheduled shift.

ARTICLE 15 - REST PERIODS & CLEAN-UP

- 15.01** The Company agrees to grant rest periods of fifteen (15) minutes during each half (1/2) shift, providing the first half (1/2) shift is in excess of two (2) hours duration and the second half (1/2) shift exceeds two (2) hours of work subsequent to the lunch break. The rest period shall be scheduled between one and three-quarter (1 3/4) hours after the start of the shift and one and three-quarter (1 3/4) hours prior to the lunch break. The second rest period shall be scheduled between one (1) hour after the lunch period and one (1) hour prior to the completion of the scheduled eight (8) hour shift. In lieu of the above, the two (2) fifteen (15) minute breaks can be combined into one (1) half-hour (1/2) break.

A rest period of fifteen (15) minutes shall be granted prior to commencing overtime, providing the overtime shall be of one and one-half (1 1/2) hours duration. The fifteen (15) minutes is not to include clean-up and shall commence when an employee leaves his position on the floor.

The intent of this language is to ensure employees receive a full fifteen (15) minute rest period.

15.02 Employees shall not be required to work more than five (5) hours without a thirty (30) minute lunch period.

15.03 Employees shall not be required to clean their aprons, sleeves, knives and gloves during their rest and lunch periods.

15.04 (a) All employees who are performing the function of Live Receiving, Live Hang, Kill Backup or Kill Line shall be allowed a ten (10) minute paid clean-up period immediately following the completion of their work.

*S/E*

(b) Evisceration employees who rotate, shall be allowed a five (5) minute paid clean-up period immediately following the completion of their work.

#### ARTICLE 16 - SENIORITY

16.01 (a) A new or rehired employee will be considered to be on probation and will be termed a probationary employee until he has worked sixty (60) scheduled working days, or four (4) months of continuous employment, whichever occurs first.

*S/E*  
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- (b) A probationary employee will not be considered a seniority employee and during his probationary period, shall have no rights under this Agreement except as outlined in the following Articles contained in this Agreement; Articles 9, 10, 11, 12, 13, 14, 15, 18, 19.03, 21.01, 24.05, 25 and 26.04.
- (c) Upon completion of the probationary period, employee(s) retained by the Company shall be considered seniority employee(s), and their name shall be placed on the seniority list, and such employee shall be credited with seniority to his last date of hire with the Company in the Bargaining Unit.

- 16.02 Seniority as referred to in this Agreement shall mean length of continuous employment with the Company in the Bargaining Unit.
- 16.03 Service as referred to in this Agreement shall mean length of continuous employment with the Company since the last date of hire.
- 16.04 Every three (3) months (January, April, July and October) the Company shall post and provide the Chief Steward with four (4) copies of the updated seniority list for each Department, each Division, and the Bargaining Unit. The Company will mail a copy to the Union's Regional Office.
- 16.05 For the purpose of this Collective Agreement, there shall be three (3) Divisions, "A" and "B" and "C". The Departments within these Divisions are as follows:

i) Division "A"

Boxing Department  
 Sanitation Department  
 Distribution Department  
 Quality Assurance Department  
 Maintenance Department  
 Roast Department  
 Sausage Department

ii) Division "B"

Processing/Boxing/Cooler Department  
 Quality Assurance/Receiving  
 Department  
 Sanitation Department

iii) Division "C"

Kill Department  
 Evisceration Department  
 Boning Department  
 Maintenance Department  
 Distribution Department  
 Sanitation Department  
 Quality Assurance Department  
 Full Cook Department

- 16.06 (a) In the event **it becomes** necessary to reduce the work force for more than one (1) full shift, the following layoff procedure will be followed, provided the remaining employees can perform the normal requirements of the work required in a manner satisfactory to the Company:

- i) First, non-Bargaining **Unit** temporary and part-time employees, including students, will be laid off; then

ii) Probationary employees will be laid off; then

*n/c*

iii) The most junior employee(s) performing the job affected by the work shortage.

*n* (b)

In the event a Bargaining Unit employee receives notice of layoff, he shall have the option of accepting the layoff or bump another Bargaining Unit employee whose job he is able to perform in a manner satisfactory to the Company, in the sequence as outlined below:

*n/c*  
*1/9/99*

- The most junior employee in the Department;
- The most junior employee in the Division;
- The most junior employee in the Bargaining Unit provided the layoff is expected to be in excess of or exceeds five (5) working days.

*n/c*

(c) Recall from layoff shall be by seniority in the sequence outlined below:

- First, to employees who exercise their bumping rights to avoid layoff to their former job (immediately prior to layoff) **as it becomes** available; then
- To employees on layoff in order of their seniority where **jobs** become available, subject to Article 17.01, provided they have the ability to

perform the normal requirements of the available job; then

- To their former job (immediately prior to layoff) as it becomes available.

16.07 Notwithstanding Article 16.06 (a) (iii), in cases where layoffs are due to Christmas or vacation shutdown [neither of which shall exceed ten (10) working days], layoff shall be by Department in the reverse order of seniority and recall shall be by Department in order of seniority.

16.08 (a) (i) In the event of a short work day within a Department, the Company will distribute the work available within the Department amongst the departmental Bargaining Unit employees on that shift based upon seniority, who are capable of performing the work in a manner satisfactory to the Company.

(ii) In the event of a short day in the Boning Department, the work performed will be in accordance with Article 16.08 (a) (i) except where a fifteen (15) minute or less changeover situation takes place in the Boning Department.

(b) In the event it becomes necessary to layoff an employee for one (1) full shift, the most junior Bargaining Unit employee on that shift in the Division will be laid off.

16.09 The seniority of an employee shall be considered **broken**, all rights forfeited, his employment will be considered terminated, and there shall be no obligation to rehire him when he:

- (a) voluntarily leaves the service of the Company or is dismissed for just cause, and such dismissal is not reversed through the grievance procedure or arbitration; or
- (b) fails to return to work within seven (7) calendar days after being notified to do so by registered mail at his last known address, unless a satisfactory reason exists for not returning; or
- (c) fails to report to work at the expiry of his leave of absence, unless the Company grants an extension, in writing, for valid reasons or **unless** a satisfactory reason exists for not reporting to work; or
- (d) takes another position temporarily, seeks out or tries new work, or ventures into business for himself while on a leave of absence; or
- (e) is absent from work for three (3) or more consecutive scheduled working days without notifying the Company, during that period and providing a satisfactory reason: or
- (f) is laid off for a period of twelve (12) consecutive months: or
- (g) is absent from work for a continuous period of twenty-four (24) months as a result of a non-occupational

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sickness or injury, or is absent as a result of an occupational sickness or injury and is receiving Workers Compensation for a continuous period of twenty-four (24) months. A period of illness shall be deemed continuing when the employee returns to work, and is unable to continue working due to a **reoccurrence** of the original illness, for a period of his scheduled hours during the first two (2) calendar weeks immediately following his return to work.

- 16.10 In the event an employee covered by this Agreement shall be promoted to a position outside the Bargaining Unit and later transferred to the Bargaining Unit, he shall retain seniority previously acquired and shall have added thereto the time spent while serving outside the Bargaining Unit up to one (1) year.
- 16.11 The Company will advise the Union as quickly as possible, of any pending layoff consisting of two (2) full shifts or more and will publish the names of employees being retained. The Company will advise the Union as quickly as possible, the names of employees being recalled from layoff.
- 16.12 Where two (2) Departments are being merged, the employees in the Department eliminated shall be deemed to have seniority in the surviving Department for all purposes of this Agreement.
- 16.13 Employees training or participating in Company-sponsored courses shall not be bound to the terms of Sub-articles 16.06 and 16.08 provided such training or course was prearranged in writing at least one (1) calendar week in advance.

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It is understood and agreed that this Sub-article is not applicable to Lead Hand training or if such training is in violation of Sub-article 17.01.

ARTICLE 17 - JOB POSTINGS

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- 17.01 (a) When the Company decides to fill a permanent vacancy within a Division, such vacancy shall be posted for two (2) working days. Subject to 17.01 (b), employees interested in filling the vacancy shall sign the posting within two (2) working days. The vacancy will be awarded and filled within twenty (20) working days of the posting unless the Company decides not to fill the vacancy or an extension is agreed upon between the Parties.
- (b) Employees absent from work will be considered for the job posting, provided they advise the Company, in writing, prior to commencing their vacation, of their desire to transfer to the vacancy.
- (c) Where skill and ability for the permanent vacancy are relatively equal, respective seniority will prevail on the following basis:

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It is understood and agreed that skills and ability obtained through a temporary assignment of less than thirty (30) working days will not be a factor in considering the successful applicant.

Permanent vacancies will be filled from within the Department; however,

in the event that the vacancy cannot be filled from within the Department, then the vacancy will be filled from within the Division. Should this not satisfy the vacancy, the Company will consider applicants from other Divisions.

- (d) In the event that no eligible employee **applies** for the posting, employees with less than twelve (12) months seniority **who** have completed their probationary period and employees **who** have transferred pursuant to this Article within the last nine (9) months prior to the posting, shall be considered by the Company.
- (e) Employees awarded a vacancy in accordance with Article 17 during the last twelve (12) months whose job became redundant or upon being awarded a job, failed to qualify, shall be entitled to apply for a vacancy as per Article 17.01 above.
- (f) An employee transferred under this Article will be given an opportunity of fulfilling the duties of the **new** position during a trial period of up to ten (10) full working days.

27  
B

**If** the employee fails to meet the requirements of the job during the trial period, he will be returned to his former position.

**If** the employee wishes to relinquish the **new** position within the trial period, he **may** do so and return to his former position.

- (g) Such postings as referred to in this Article will be limited to two (2) moves to fill one (1) position.
- (h) The term "permanent vacancy" as used in this Article, shall mean a permanent vacancy that occurs from retirement, resignation, transfer or discharge and which the Company decides to fill, or where the requirement for employees exceeds the number of employees in a Department.
- (i) Permanent vacancies which are rotational, or are of similar job content or are part of a line process, shall be posted as such and not as an individual position.

17.02 When it is necessary to temporarily assign an employee to another job for a period of thirty (30) working days or more, the posting will not exceed ninety (90) working days unless it is for the purpose of replacing an absent Bargaining Unit employee. Such position shall be posted as a temporary job posting. This posting will not apply to positions arising due to vacations. This Clause will be subject to Article 17.01, except for the provisions 17.01 (f) and (h). Postings as referred to in this Article, will be limited to one (1) move to fill one (1) position.

## **ARTICLE 18 ~ PAID HOLIDAYS**

18.01 (a) Employees who have accumulated thirty (30) working days or three (3) months employment, whichever occurs first, will be credited with pay known as holiday pay for the following holidays:

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

In the event the Federal and/or Provincial Government proclaim another paid holiday, it will replace Heritage Day.

- (b) Paid holidays listed in Article 18.01 above shall be observed on the day of occurrence except as provided below:

	<u>1993</u>	<u>1994</u>
Canada Day	no change	July 1st
Floater	Dec. 24th	Dec. 23rd
Heritage Day	(Third Monday in February)	

18.02 Holiday pay is defined as the amount of straight time pay which the employee would have received if he had worked a standard number of daily hours.

$\frac{37.00}{8}$  An employee who qualifies under Articles 18.01 and 18.04 and is required to work on any of the abovenamed Paid Holidays will receive pay for all hours worked on such days at the rate of two times (2x) the employee's regular rate of pay in addition to his regular rate of pay to which he is entitled by Article 18.01. The Paid Holiday for those other than day shift employees will be observed as that shift which they normally would have had off when the plant is closed to observe the Paid Holiday.

18.04 In order to be entitled to payment for a Paid Holiday, an employee must have worked

his last scheduled shift immediately preceding and his first scheduled shift immediately following the holiday. An employee who is otherwise eligible but fails to work either his shift before or shift following the holiday, due to sickness or accident, must provide a medical certificate which indicates the date of absence, in order to receive payment for the Paid Holiday.

- 18.05 An employee who would otherwise qualify for Paid Holiday pay as provided in Article 18.04, but who is absent and drawing sick benefit insurance or Workers Compensation when a Paid Holiday occurs, will be paid the difference between the sick benefit or Workers Compensation, as the case may be, and eight (8) hours pay at his regular straight time rate. This provision will only apply when the employee is drawing weekly sick benefits (including the three (3) day waiting period that results in the employee qualifying for sick benefits), or if on Workers Compensation, for a period not to exceed the maximum stipulated by the sick benefit insurance plan; but will be paid only after the employee's return to work.
- 18.06 An employee on layoff will be paid for the Paid Holiday, provided he has worked at least twelve (12) days in the four (4) weeks immediately preceding the holiday.
- 18.07 If one or more of the Paid Holidays mentioned in this Article occurs while an employee is away on a personal leave of absence in excess of fourteen (14) calendar days, the employee shall receive no pay for such holiday or holidays.

**ARTICLE 19 - VACATION**

19.01 This Agreement acknowledges that the Company has the right to schedule vacation so as to efficiently maintain plant operations. Every reasonable effort will be made to grant vacations at times requested by employees, It may be a two (2) week period or periods of one (1) week or total vacation, subject to the production requirements of the Company.

- (a) During February, the vacation entitlement will be posted in each Department indicating the number of days each employee is eligible for and also the maximum number of employees eligible to be off at any one time.
- (b) Employees should signify their vacation time preference in writing to their Supervisor prior to April 1st in each year and these vacation requests shall be scheduled on the basis of Departmental seniority.
- (c) Employees may signify their vacation time preference in writing on a first come, first serve basis to their Supervisor from April 1st to April 30th inclusive.
- (d) Employees not having signified all or part of their vacation time preference prior to May 1st in each year, will be allotted available vacation time by their Supervisor.
- (e) A copy of the vacation schedule will remain posted throughout the vacation year.

- (f) Vacation time shall not be accumulated from year to year and must be taken between April 1st of the vacation year and March 31st of the following year.

19.02 Vacations will be based on service as of April 1st, in the year in which the vacation is to be taken. Employees will be given their vacation pay at the time of taking their vacation. The vacation pay will only be for the amount of vacation taken at that specific time, unless the vacation is for less than one (1) week. Vacation pay for a period of **less** than one (1) week will be paid at the time an employee takes the remaining days of that week's vacation. Each employee will become eligible for a vacation pay on the following basis:

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01-02
- (a) Employees who on April 1st have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their gross earnings with the Company for the period of their employment during the preceding twelve (12) months and shall be given one-half (1/2) day of vacation for each full month of service to a maximum of five (5) days.
- (b) Employees who on April 1st have completed one (1) year or more of continuous service [or whose seniority is equivalent to more than one (1) year] are entitled to two (2) weeks vacation and shall be paid four percent (4%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.



05-03  
 (c) Employees who on April 1st of the vacation year have completed five (5) years of continuous service will receive three (3) weeks vacation and shall be paid six percent (6%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.

10-04  
 (d) Employees who on April 1st of the vacation year have completed ten (10) years of continuous service will receive four (4) weeks vacation and shall be paid eight percent (8%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.

20-05  
 (e) — Employees who on April 1st of the vacation year have completed twenty (20) years of continuous service will receive five (5) weeks vacation and shall be paid ten percent (10%) of their gross earnings (which shall include the previous year's vacation pay) as vacation pay.

**19.03** Any employee whose employment with the Company is terminated voluntarily, shall receive vacation pay as set forth in Article 19.02.

**19.04** If a Paid Holiday falls within the employee's vacation period, the Company will allow the employee concerned a compensatory day's holiday with pay at a mutually convenient time (unless otherwise mutually agreed in writing.)

**19.05** It is the responsibility of the employees to request their vacation pay, in writing, to their Supervisor at least fourteen (14)

calendar days prior to the last working day prior to the start of their vacation. Upon proper notice, the Company shall provide each employee with his vacation pay on the pay day immediately preceding his vacation.

#### ARTICLE 20 – BULLETIN BOARDS

20.01 The Company shall provide reasonable space on bulletin boards located within each Division, for the posting of official Union notices. All such notices shall be submitted to the Director of Human Resources, or designate, for approval prior to posting.

#### ARTICLE 21 – CLOTHING AND TOOL ALLOWANCE

21.01 The Company agrees to supply and launder the following as outlined below:

Smocks  
Coveralls for designated employees

The Company further agrees to supply and replace the following articles where such articles are deemed necessary to perform the job, provided the worn out article is turned in:

Aprons  
Gloves  
Head Gear  
Freezer Clothing  
Sleevelets  
Wet Suits  
Coats for designated areas  
Insulated coveralls where required

**Such** shall remain the property of the Company and shall not be removed from the

Company's premises and must be returned for a new issue or upon separation of the employee.

The above articles not returned when worn out or upon separation will be paid for by the employee.

21.02 The Company agrees to pay each employee, except employees in Sanitation, Distribution, and Material Handlers, thirty-five dollars (\$35.00) twice per year towards the purchase of safety footwear where such footwear is to be used at work. Employees in Sanitation, Distribution and Material Handlers will be paid fifty dollars (\$50.00) twice per year towards the purchase of safety footwear where such footwear is to be used at work. This Article shall only apply to employees who have passed the probationary period.

21.03 The Company agrees to pay each employee in Group Classifications 8, 9 and 10, one hundred and twenty-five dollars (\$125.00) per year [effective January 1, 1994, the one hundred and twenty-five dollars (\$125.00) becomes one hundred and fifty dollars (\$150.00)] as a tool allowance. This tool allowance will be paid only upon receipt provided by the employee for new or replacement tools and shall only apply to employees who have passed the probation period effective the date of payment.

#### ARTICLE 22 - WELFARE

22.01 (a) The Company agrees to continue to pay premiums for the present Life Insurance and Accidental Death and Dismemberment Policy to provide insurance equal to one and one-half

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100

72.00

✓  
72.00

times (1 1/2x) annual earnings to a maximum of \$35,000.00.

- (b) The Company agrees to pay premiums for a Life Insurance Policy for the employee's dependents as follows:

The employee's spouse - \$5,000.00  
 Each child of the employee - \$2,500.00

20.0  
 100

- 22.02 The Company agrees to provide a Weekly Indemnity at no cost to employees on the following basis: 74/106799

Sixty-six and two-thirds percent (66 2/3%) of weekly earnings to a maximum equivalent to the U.I.C. ceiling as at commencement of disability:

Payments commence first (1st) day in the event of accident;

Payments commence fourth (4th) day in the event of sickness;

Payments commence first (1st) day in the event of hospitalization due to sickness:

Payments continue for a period of up to twenty-six (26) weeks.

- 22.03 The Company agrees to pay one hundred percent (100%) of the premium cost of a Plan to provide prescription drugs to employees and their dependents at no cost.

70.0  
 100

- 22.04 The Company agrees to pay one hundred percent (100%) of the premium cost of a Dental Plan for eligible employees. The O.D.A. fee schedule outlined below will apply.

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 100

September 8, **1993 - 1991 O.D.A.**  
 January 1, **1994 - 1992 O.D.A.**  
 January 1, **1995 - 1993 O.D.A.**

(Effective December 1, **1994**, the following will be added to the existing Plan):

- 21/2 ✓
- Periodontics
  - Endodontics
  - New dentures and replacement dentures only if these dentures have been in place for a minimum of three (3) years, plus rebasing, relining, and repair of dentures

This addition to the existing Plan is subject to the following terms:

- (i) **50%** co-Insurance
- (ii) a deductible of twenty-five dollars (**\$25.00**) single, and fifty dollars (**\$50**) family
- (iii) a cap of one thousand dollars (**\$1000**) per year, per person

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999

**22.05** The Company agrees to provide Eye Care in the amount of, one hundred dollars (**\$100.00**) every twelve (12) months [Effective September 8, 1993, the one hundred dollars (\$100) becomes one hundred and twenty-five dollars (**\$125**) and the twelve (12) months becomes twenty-four (24).]

**22.06** The Company agrees to pay premiums for its share of all benefit programs for three (3) months when an employee is absent due to illness, vacation or accident.

22.07 The benefits provided by Article 22 apply only to employees who have completed the probationary period.

#### ARTICLE 23 - BEREAVEMENT LEAVE

23.01 In the event of a death in the immediate family of an employee, the Company agrees to grant time off without loss of pay for up to three (3) days. In the event an employee qualifies for up to three (3) days bereavement leave with pay, said three (3) days shall be three (3) consecutive working days falling within the period inclusive from the day of death to the second day after the funeral, and at no other time.

For the purpose of this Clause, an immediate relative shall be one of the following:

Mother, Father, Step-parents, Spouse (including common-law), Son, Daughter, Brother, Sister, Mother-in-law, Father-in-law, Grandparents, Grandparents-in-law, and Grandchildren

One (1) day's leave with pay shall be granted the bereaved employee in the event of the death of the employee's:

Brother-in-law, Sister-in-law, Son-in-law and Daughter-in-law

"Employee" shall mean an employee of the Company who has completed his probationary period.

An employee shall be paid eight (8) hours pay at his regular rate while on bereavement leave.

An employee will not be eligible to receive payment under this Agreement for any period for which he is receiving other benefits in the form of vacation pay, specified holiday pay, sick benefits, or Workers Compensation.

ARTICLE 24 - LEAVE OF ABSENCE

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24.01 When an employee's personal affairs make it desirable for him or her to be relieved of Company duties, leave of absence without pay may be granted for good and sufficient reasons. Each request will be handled on an individual basis depending upon the circumstances for the request and the production requirements of the Company. However, application in writing with duplicate copy of same must be submitted to the Company. Leave of Absence shall not be granted for the purpose of allowing an employee to take another position temporarily, or to try out new work, or to venture into business for himself.

A copy of the application for the leave of absence will be given to the Union by the Company with notice whether leave of absence has or has not been granted and reasons for same outlined. Failure of the employee concerned to comply with the above requirements shall constitute loss of seniority, pursuant to Article 16.01.

When an employee returns to work, he will either be placed on his previous job or, if redundant, alternate work of a comparable nature.

(Effective March 31, 1994) vacation should be used prior to granting leave of absence. Vacations should take

precedence over granting of Leave of Absence where a conflict occurs and the Company cannot grant all requests for vacation and/or Leaves of Absence and still reasonably operate the business.

24.02 Union business will be considered a good cause for leave of absence and such leave of absence shall be granted by the Company as long as it does not interfere unduly with the operations of the plant and after the Company has been given adequate advance notice.

24.03 It is understood that not more than two (2) employees will be absent at any one time.

24.04 An employee who is elected or appointed to a full-time position with the Union shall, upon one (1) week's notice in writing, be granted a leave of absence, without pay, for a period not to exceed the term of this Agreement and upon one (1) week's notice, in writing, of his desire to return to work with the Company, shall be placed in the position previously held or one at an equal rate of pay. This privilege shall be limited to one (1) employee.

24.05 The Company will grant pregnancy and/or parental leave, without pay, in accordance with the Employment Standards Act of Ontario. In part, the Act provides as follows:

- (a) A pregnant employee is normally entitled to seventeen (17) weeks leave of absence provided she commenced her employment with the Company at least thirteen (13) weeks prior to the expected birth date.

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631M  
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581A  
017

631K  
3

631J  
3



- (b) The pregnancy leave may begin no earlier than seventeen (17) weeks prior to the expected birth date.
- (c) The pregnancy leave shall end no later than seventeen (17) weeks following the date of birth.
- (d) At least two (2) weeks prior to the commencement of such leave, the employee must submit a request for her leave and a doctor's certificate stating the expected date of birth. If the employee is required to stop work due to complications, she may request her leave at a later date in accordance with the Employment Standards Act, Ontario.
- (e) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
- (f) The parental leave ends a maximum of eighteen (18) weeks after it begins.

#### 24.06 Jury Duty and Crown Witness

An employee called for Jury Duty or as a Crown Witness shall be reimbursed by the Company for the difference between Jury Duty or Crown Witness fees and the straight time wage the employee would otherwise have received [not to exceed eight (8) hours per day or forty (40) hours per week]. Payment under this Article will only be for the actual day(s) the employee is required to appear or serve as a Juror or as a Crown Witness. It is the responsibility of the employee to provide the Company with a copy of the Notice of Jury Selection or

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a copy of the subpoena to appear as a Crown Witness and any further information relating to his Jury Duty or appearance as a Crown Witness.


#### **ARTICLE 25 – TEMPORARY TRANSFERS**

25.01 An employee who is transferred to a different job within the Bargaining Unit shall be paid while so employed as follows:

- (a) if the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate, he shall receive his regular rate of pay;
- (b) if the transfer is for the convenience of the employee, or to enable him to avoid layoff, and if the rate of pay in the classification to which he is transferred is **less** than the employee's regular rate of pay, **he** shall receive the lesser rate;
- (c) if the transfer is to a higher rate of classification, the employee will receive the higher rate of pay.

#### **ARTICLE 26 – SAFETY AND HEALTH**

26.01 The Joint Health and Safety Committee shall perform its duties and responsibilities in accordance with the provisions of the Occupational Health and Safety Act and this Article 26.

 26.02 A Safety Committee shall meet at least once per month and immediately after any serious

accident. Minutes will be kept of each meeting.

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26.03 The Company shall make reasonable provisions for the safety and health of the employees during the hours of their employment. Employees will not be disciplined for refusing to perform work they consider unsafe until the Plant Safety Committee investigates and considers it safe for the employee to do so.

26.04 An employee who is injured at work during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of the shift at his hourly rate of pay, unless a doctor states the employee is fit to return to work and the employee fails to return.

26.05 The Company encourages and welcomes recommendations on safety from the Union.

26.06 The Safety Committees from each Division shall meet at least once per year between August and October.

#### ARTICLE 27 - RETURN TO WORK PROGRAM

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27.01 The Return To Work Program shall provide rehabilitation employment, subject to the terms of this Article, to injured Bargaining Unit employees as follows:

- (a) The Return To Work Program is applicable to Bargaining Unit employees unable to perform **their** regular work due to an occupational or non-occupational illness or injury.

- (b) Employees shall be considered for placement in the Return To Work Program based upon the following priority sequence:
1. Employees ready to return from Workers Compensation.
  2. Employees with work-related injuries who have medical evidence to support the injury, but remain actively at work.
  3. Employees ready to return from non-occupational illness or injury.
  4. Employees with non-occupational illness or injury who have medical evidence to support the illness or injury, but remain actively at work.
- (c) The specific job [subject to **27.05** (a)] to be performed by the injured worker as defined in Article **27.01** (b) shall be determined by the Company, based upon medical recommendations in the sequence as outlined below:
1. Essential Duties/No Restrictions  
Return the injured worker to his pre-injury job in accordance with Bill 162; or
  2. Essential Duties/With Restrictions/With Accommodations  
Return the injured worker to his pre-injury job with modification in accordance with Bill 162; or

3. Suitable Alternative Employment/No Restrictions

Return the injured worker to another job in accordance with Bill 162; or

4. Suitable Employment/With Restrictions/With Accommodation

Return the injured worker to another job with modification in accordance with Bill 162.

- 27.02 (a) A Joint Return To Work Committee, as outlined in Article 8.06 (a), shall be established at each of the Company's two locations.
- (b) The purpose of the Joint Return to Work Committee shall be to provide recommendations to the Company and the Union regarding the Return To Work Program.
- (c) The Committee shall meet as required.
- (d) The Committee shall maintain minutes of meetings and provide the Company and the Union with a copy of such minutes.
- (e) The Committee shall meet during Plant working hours. Time spent shall be considered as time worked and shall be paid for at the appropriate rate.
- 27.03 (a) The Company shall provide the Committee with the name of each Bargaining Unit employee qualified to participate in this Program, including the expected date such employee would commence participation.

- (b) Bargaining unit employee(s) shall not be directly or indirectly laid off due to placement of an injured employee into the Return To Work Program.

**27.04** Employees participating in the Return To Work Program shall be paid at the lowest rate outlined in Schedule "A" of this Agreement or their pre-injury rate or the applicable rate for the job as outlined in Schedule "A" of this Agreement, whichever one of the above is greater.

The rate shall not include premium rates, including Lead Hand or Shift Premiums, unless the premium is directly earned during the employee's participation in the Return To Work Program.

- 27.05** (a) Each individual job designated [maximum one (1) worker per position] must be mutually agreed upon between the Company and the Union prior to such job being included in this Article.
- (b) Jobs designated in accordance with **27.05** (a) above, shall be excluded from the job posting procedures outlined in Article **17.01** of the Collective Agreement.
- (c) A classification/position currently excluded from the Bargaining Unit that is designated as a return to work job(s) shall become Bargaining Unit work.
- (d) In the event a specific job as outlined in **27.05** (c) above is vacant, it shall be posted in

accordance with Article 17.02 of the Collective Agreement.

- (e) The successful applicant shall be paid the lowest rate outlined in Schedule "A" of this Agreement or the applicable rate for the job, as outlined in Schedule "A" of this Agreement, whichever one of the above is greater, and shall be returned to their former classification when an injured employee is available and has been designated to perform that Return To Work Program job.

#### ARTICLE 28 - PENSION

- 28.01 The Company agrees to contribute twenty-five cents (25¢) per hour for all hours worked to a maximum of forty (40) hours per week for employees who had obtained their seniority by February 7, 1989.
- 28.02 The Company's liability, present and future, with regard to the aforementioned Pension Plan is limited to the abovenoted contributions.
- 28.03 Employees who obtain their seniority subsequent to February 7, of each year, will not be entitled for a pension contribution on their behalf until February 8, following the date of obtaining their seniority.
- 28.04 The Parties agree that the Canadian Commercial Workers Industry Pension Plan (C.C.W.I.P.P.) is the applicable pension plan.

**ARTICLE 29 - GROUP CLASSIFICATIONS****(a) Group Classifications**

Group 1 - General - (Divisions "A" & "B")

Group 2 - Cooler, Blender Operator, Former Operator, Stretch Wrap Operator, including Floaters

Group 3 - General - (Division "C")

Quality Assurance, Sausage Formulators, Cook Room Operator, Multivac Operator, Injector Operator, Portioning Blender Operator, Batter/Breader Operator, Triangle Operator, Fryer Operator, Scale Operator, Material Handler, L-Bar Operator, Haysen Operator, Cryovac Operator, Hoyer Operator, and Boxing Machine Operator.

Group 4 - Beehive Operator, Tray Pack Operator, Wizard and Knife Sharpeners (Division C)

Group 5 - Sanitation

Group 6 - Quality Assurance Receiver, Live Hang, Live Receive and Kill, Driver and Distribution

Group 7 - Fourth Class Engineer

Group 8 - Industrial Mechanic and Grade III Engineer

Group 9 - Licensed Millwright (rate only applies **when** the Company requires employees in this classification)



Group 10 - Licensed Electrician (rate only applies when the Company requires employees in this classification)

*251e*  
 (b) Apprenticeships

The Company agrees that the Apprenticeship Program, if required by the Company, will be administered in accordance with the regulations set out in the Apprenticeship and Tradesmen's Qualification Act.

The wage scales will also be in accordance with the above Act except for those employees who are accepted by the Company for a job posting into the Apprenticeship Program. Such employees will be paid their existing rate or the applicable rate under the Act, whichever is the higher.

**ARTICLE 30 - GENERAL**

- 30.01 (a) The Union acknowledges that **it** is the exclusive function of the Company to appoint or demote Lead Hands at any time during this Agreement. **If** demoted from this classification, the employee will no longer receive the premium. Lead Hands shall be defined as a person who performs work, transmits orders, assists other employees, and shall not have authority to hire, fire, or discipline other employees and shall **be** a Union member.

(b) Lead Hands shall be subject to layoff and recall as per Article 16 of this Agreement.

30.02 Management or employees shall not punch another employee's time card.

26/x  
30.03 In case of layoff or a short work day, the Chief Steward shall be the last person laid off, provided there is work available which the Chief Steward is capable of performing. In the event the Chief Steward is absent due to illness, etc, then the Acting Chief Steward will be the last person laid off. Within thirty (30) days of the signing of this Agreement, the Union shall advise the Company in writing of the names of the employees who will be designated to replace the Chief Steward in such event.

30.04 Employees shall inform the Company, in writing, of their current mailing address and telephone number and the Company shall be entitled to rely upon this information when administering pertinent Articles in the Collective Agreement.

30.05 Paid Education Fund

Effective on or before June 1, 1994, the Company agrees to contribute ten thousand dollars (\$10,000.00) to the Local 175, Employees Education & Training Fund.

ARTICLE 31 - DURATION

31.01 This Agreement shall remain in full force and effect from June 1, 1993 until May 30, 1995, and shall continue thereafter to automatically renew itself from year to year unless a notice of termination or amendment is given by either Party to the

'other, in writing, not more than ninety (90) days and not less than thirty (30) days prior to date of expiration. If such notice is given, this Agreement shall remain in force during the period of negotiations.

DATED AT LONDON, ONTARIO, THIS 1ST DAY OF  
OCTOBER, 1993.

UNITED FOOD & COMMERCIAL  
WORKERS INTERNATIONAL

UNION, Local 175

CUDDY FOOD PRODUCTS

FOR THE UNION:

Bud Adam  
A.G. Sherman  
Betty Pardy  
Gershon Gittons  
Gord Gripp  
Darryl Howlett  
Harold Keyes  
Brent Meyer  
Martin Riley  
Randy Werner

FOR THE COMPANY:

George Root  
Jack Westman  
Lee Follitt

## SCHEDULE "A"

~~WAGES AND CLASSIFICATIONS~~

*501A*  
|

	<u>June 1/93</u>	<u>Jan 1/94</u>	<u>Aug 1/94</u>	<u>Jan 1/95</u>
Group #1	\$12.55	\$12.75	\$12.90	\$13.10
Group #2	12.65	12.75	12.90	13.10
Group #3	12.75	12.85	12.95	13.10
Group #4	12.80	12.90	13.00	13.15
Group #5	12.85	12.95	13.05	13.20
Group #6	13.25	13.35	13.45	13.60
Group #7	13.50	13.60	13.70	13.85
Group #8	15.00	15.10	15.20	15.35
Group #9	17.55	17.65	17.75	17.90
Group #10	18.00	18.10	18.20	18.35

*Bar*

Probationary employees' rate will be fifty cents (50¢) less than the applicable job classification rate.

Lead Hands will receive forty-five cents (45¢) per hour above the highest paid Bargaining Unit employee that he/she leads.

Apprentice employees will be paid in accordance with Article 29 (b) of this Agreement.

LETTER OF UNDERSTANDING #1**BETWEEN:****CUDDY FOOD PRODUCTS**

- and -

**UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175**Re: Article 5 - Membership

The Union agrees that any new employee who may refuse to join the Union for legitimate reasons (example - religious beliefs) will not be required to join the Union. The Company will advise the Union, in writing, of the reason for such refusal within thirty (30) calendar days of his date of hire. An employee so affected, shall authorize the deduction of an amount equivalent to the amount of initiation fees.

DATED AT LONDON, ONTARIO THIS 1ST DAY OF OCTOBER,  
1993

FOR THE UNION:

Bud Adam  
A.G. Sherman  
Betty Pardy  
Gershon Gittons  
Gord Gripp  
Darryl Howlett  
Harold Keyes  
Brent Meyer  
Martin Riley  
Randy Werner

FOR THE COMPANY:

George Root  
Jack Westman  
Lee Follitt

LETTER OF UNDERSTANDING #2

BETWEEN:

CUDDY FOOD PRODUCTS

- and -

UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175Re: Article 5 - Union Dues and Initiation Fees  
and Information

The Company agrees to provide the Union with a monthly computer file of Union Dues and Initiation Fee deductions as prepared currently. Such file shall be contained on a 3 1/2" diskette and the Union agrees to return the diskette promptly to the Company to ensure the next month's transaction.

DATED AT LONDON, ONTARIO, THIS 1ST DAY OF  
OCTOBER, 1993

FOR THE UNION: \_\_\_\_\_

Bud Adam  
A.G. Sherman  
Betty Pardy  
Gershon Gittons  
Gord Gripp  
Darryl Howlett  
Harold Keyes  
Brent Meyer  
Martin Riley  
Randy Werner

FOR THE COMPANY: \_\_\_\_\_

George Root  
Jack Westman  
Lee Follitt

**LETTER OF UNDERSTANDING #3**

BETWEEN:

**CUDDY FOOD PRODUCTS**

- and -

**UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175****RE: Printing of the Collective Agreement**

The Company will reimburse the Union fifty percent (50%) of the cost of printing this Collective Agreement, to a maximum of six hundred dollars (\$600.00).

DATED AT LONDON, ONTARIO, THIS 1ST DAY OF  
OCTOBER, 1993

**FOR THE UNION:** \_\_\_\_\_

Bud Adam  
A.G. Sherman  
Betty Pardy  
Gershon Gittons  
Gord Gripp  
Darryl Howlett  
Harold Keyes  
Brent Meyer  
Martin Riley  
Randy Werner

**FOR THE COMPANY:** \_\_\_\_\_

George Root  
Jack Westman  
Lee Follitt

LETTER OF UNDERSTANDING #4

BETWEEN:

CUDDY FOOD PRODUCTS

- and -

UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175Re: Article 16 - Seniority

The amendment to the calculation of seniority date in Article 16.01 (c) of this Agreement, will be applied to employees hired by the Company after July 29, 1989.

The calculation of the seniority date of employees hired before July 29, 1989, will be in accordance with the provisions of Article 16.01 contained in the Collective Agreement between the Parties that expired on May 30, 1989.

This Letter of Understanding forms part of the Agreement.

DATED AT LONDON, ONTARIO, THIS 1ST DAY OF OCTOBER, 1993

FOR THE UNION:

Bud Adam  
A.G. Sherman  
Betty Pardy  
Gershon Gittons  
Gord Gripp  
Darryl Howlett  
Harold Keyes  
Brent Meyer  
Martin Riley  
Randy Werner

FOR THE COMPANY:

George Root  
Jack Westman  
Lee Follitt



LETTER OF UNDERSTANDING #5

BETWEEN

CUDDY FOOD PRODUCTS

- and -

UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175Re: Article 14.01 - Division "C" Only

For the purposes of Article 14.01, the Company agrees to the following:

- a) The standard work week for all employees, except Maintenance Department employees, will be Monday to Friday.
- b) The standard work week for Maintenance Department employees will be five (5) consecutive days, Monday to Saturday.
- c) Existing employees of the Maintenance Department (as of July 29, 1989), shall have the option of refusing to work a Tuesday to Saturday work week schedule.
- d) Employees commencing work in the Maintenance Department after July 29, 1989, may be required to work a Tuesday to Saturday work schedule.

## Letter of Understanding #5 cont'd

(re: Article 14.01 - Division "C" Only)

- e) Employees scheduled to work on Saturday will **be** paid one and one-half times (1 1/2X) their hourly rate for all hours worked or paid **by** the Company on Saturday.

DATED AT LONDON, ONTARIO, THIS 1ST DAY OF  
OCTOBER, 1993

FOR THE UNION: \_\_\_\_\_

FOR THE COMPANY: \_\_\_\_\_

Bud Adam  
A.G. Sherman  
Betty Pardy  
Gershon Gittons  
Gord Gripp  
Darryl Howlett  
Harold Keyes  
Brent Meyer  
Martin Riley  
Randy Werner

George Root  
Jack Westman  
Lee Foliott

LETTER OF UNDERSTANDING #6

BETWEEN:

CUDDY FOOD PRODUCTS

- and -

UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION. LOCAL 175RE Article 22.02 - Weekly Indemnity

The Company agrees to advance to qualified employees who have not received their Weekly Indemnity benefits within three (3) weeks of delivering the completed forms to the Health Centre an amount equal to the estimated benefit. The employee will assign the Weekly Indemnity cheque from the Insurer to the Company.

DATED AT LONDON, ONTARIO, THIS 1ST DAY OF  
OCTOBER, 1993

FOR THE UNION:

Bud Adam  
A.G. Sherman  
Betty Pardy  
Gershon Gittons  
Gord Gripp  
Darryl Howlett  
Harold Keyes  
Brent Meyer  
Martin Riley  
Randy Werner

FOR THE COMPANY:

George Root  
Jack Westman  
Lee Folllott

LETTER OF UNDERSTANDING #7

BETWEEN:

CUDDY FOOD PRODUCTS

- and -

UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175Re: Transfer Between Plants

Notwithstanding Article 16.06, the Parties agree that in the event that a Department, a part of a Department, or one or more employees of a Department from either Divisions "A" or "B" is transferred to 10 Cuddy Blvd., Division "C", such transfer shall not constitute a layoff but shall be deemed to be a relocation of that employee, Department, or part thereof.

DATED AT LONDON, ONTARIO, THIS 1ST DAY OF  
OCTOBER, 1993

FOR THE UNION:FOR THE COMPANY:

Bud Adam  
A.G. Sherman  
Betty Pardy  
Gershon Gittons  
Gord Gripp  
Darryl Howlett  
Harold Keyes  
Brent Meyer  
Martin Riley  
Randy Werner

George Root  
Jack Westman  
Lee Folllott

LETTER OF UNDERSTANDING #8

BETWEEN:

CUDDY FOOD PRODUCTS

- and -

UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175Re: Temporary Positions

Within three (3) months of date of ratification, the Company shall post or eliminate all temporary positions which have been temporary for longer than ninety (90) days and which are not caused by the replacement of an absent Bargaining Unit employee,

DATED AT LONDON, ONTARIO, THIS 1ST DAY OF  
OCTOBER, 1993

FOR THE UNION:

Bud Adam  
A.G. Sherman  
Betty Pardy  
Gershon Gittons  
Gord Gripp  
Darryl Howlett  
Harold Keyes  
Brent Meyer  
Martin Riley  
Randy Werner

FOR THE COMPANY:

George Root  
Jack Westman  
Lee Follitt

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