

# AGREEMENT

BETWEEN

**OLYMEL s.e.c./l.p.**

318, Orenda Road  
Bramalea, Ontario

(hereinafter called the «Company»)

OF THE FIRST PART

AND

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

(hereinafter called the «Union»)

OF THE SECOND PART

**2006 – 2009**

00268(09)

Member ID

Work Address

Union Steward

Phone

## **United Food Commercial Workers**

**Phone: (905)**

Toll-free outside Metro Toronto

Revised July

# LETTER FROM THE PRESIDENT LOCAL CANADA

Dear Fellow Members:

I wish to welcome new members to Locals & of the United Food and Commercial Workers Union, and to thank long-standing members for their continued support and assistance over the years.

I hope you will all read this contract and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from it.

**As** a union member with a contract, you have the freedom to plan for the future. You will know what your income will be in advance. Your rights and benefits are written down and cannot be revoked, and your job security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. If unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted to assist you.

In addition to the Stewards in the workplace and the Union

Representatives who support them, we also have a team of professionals who provide support.

We should all **be** proud of our Union's achievements. We have proven many times that an employer can treat workers fairly and still run its business efficiently.

In the United Food and Commercial Workers Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your Union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, our trained staff will support you and help you in any way they can.

Non-Union workers are at the mercy of their employer. This is one reason our Local Union continues to grow.

works around the clock to help bring other workers into our union. If you know someone who works in a non-union environment, do them a favour and give our organizers a call.

We also believe in the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the offers a number of scholarships at the local, national and international level. They are for your benefit as Local or members.

In your Union works to keep you up-to-date about legislation concerning your working rights.

Your Local Union represents some members across Ontario. **As** we continue to grow, we have advanced to keep up with the growth in areas of servicing and all-round members' support. Included in this booklet a list of Union representatives and other staff who are here to support you, the member.

Only by all of us working together can we keep what we

have gained over years of hard negotiations and obtain what is rightfully ours in the future. Our labour may be the only commodity we have to sell. Let us not sell it cheaply.

Please feel free to contact me at any time with questions or concerns about the Union. This is your Union. You put the 'U' in our Union.

In Solidarity,

Wayne  
Local

President,  
CANADA.

# OFFICERS

**Wayne**  
President

**Jerry Clifford**  
Secretary-Treasurer

**Betty**  
Recorder

Executive

Executive

**Teresa**  
Executive

As the elected \_\_\_\_\_ of Local \_\_\_\_\_ it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent more than \_\_\_\_\_ members across Ontario, of whom approximately \_\_\_\_\_ are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Stewards, Union Representatives, Benefits Representatives, Staff Lawyers and Communications Representatives. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

## **UNITED FOOD & COMMERCIAL WORKERS**

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of more than members in Canada and 1.4-million members in North America.

The is the result of a merger between two of the oldest and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June

The represents workers in nearly all aspects of Canadian life which is mirrored in the makeup of Locals

### **LOCALS**

### **CANADA**

Your local union, with more than members, is the largest local union, and the largest local union of any union in Canada.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

## LOCALS 175 & 633 EXECUTIVE BOARD

### LOCAL 175 EXECUTIVE BOARD:

#### **PRESIDENT**

Wayne Hanley, Oakville

#### **SECRETARY-TREASURER**

Jerry Clifford, Cumberland Beach

#### **RECORDER**

Betty Pardy, London

#### **VICE-PRESIDENTS**

Rick Alagierski, Mississauga

Jeff Aldworth, Brighton

Bryan Braithwaite, Chatham

Georgina Broeckel, Arthur

Barbara Carr, Thunder Bay

Bruce Dosman, Hanover

William Foley, Burlington

David Fox, Napanee

Steve Garland, Kitchener

Virginia Haggith, Oakland

Jim Hough, Burlington

Garry Kelly, Lindsay

Tim Kelly, Stratford

Janice Klenot, Kitchener

Carolyn Levesque, Windsor

Nancy Melcore, Brampton

James Montgomery, Welland

Tony Morello, Angus

Kevin Neville, Lunenburg

Pat Newell, Port Hope

Brian Ogilvie, St. Catherines

Toni Pettitt, Hawkestone

Marc Praill, Harrow

Fitzroy Reid, Toronto

Tim Ryan, Thunder Bay

Scott Saunders, Woodville

Don Schmidt, Thunder Bay

Dale Simon, Thunder Bay

Andy Spruyt, Fonthill

June Towler, Bradford

Patricia Tweedie, Niagara Falls

Karen Vaughn, Picton

Chris Watson, Arthur

Coreena Zurkan, Kenora

### LOCAL 633 EXECUTIVE BOARD

#### **PRESIDENT**

Dan Bondy, Amherstburg

#### **SECRETARY-TREASURER**

Marylou Mallett, Arthur

#### **RECORDER**

Neil Hotchkiss, Amherstburg

#### **VICE-PRESIDENT:**

Brad Kozlowski, Thunder Bay

Peter Small, Etobicoke

Brad Wigle, Tecumseth



## What You Get For Your Union Dues

- **Higher than average wages and benefits.** According to government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to fight for your rights. In a non-union workplace you have no rights except what management chooses to allow you.
- **Problems with the Workplace Safety and Insurance Act or Employment insurance?** The Union employs experts in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-union workers are usually "in the dark and "out in the cold" in these matters. They can only turn to expensive lawyers for help.
- **Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc.** Compare your benefits package with those of non-union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for yours? You bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

## WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United **Food and Commercial Workers**. It is **his or her duty to give** you advice on your rights and to represent you to management in the first stage of the grievance procedure.

**Bring** any suspected **violation** of this agreement to the **attention** of the **Union Steward** as **soon** as **possible**, because **time limits may be important in winning your grievance**. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all **volunteers**. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

## **UNION SCHOLARSHIPS, TRAINING AND EDUCATION**

There are a number of scholarships available for Locals 175 & 633 UFCW Canada members, and their children, who are pursuing a Post Secondary education. To find out more about the scholarship program or various courses listed below, please contact the Locals 175 & 633 Training Centre, at (905) 821-8329 or 1-800-565-8329 or visit the web site: [www.ufcw175.com](http://www.ufcw175.com).

Locals 175 & 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment by governments of the training and education of the workforce.

To address that need Locals 175 & 633 offer the most advanced and accessible Membership Training and Education programs in Canada. Members can choose from a variety of free educational opportunities including: Computer training delivered from our training centres or over the Internet; English as a Second Language (ESL); Skills Upgrading or Ontario Secondary School Diploma credits delivered in conjunction with local school boards; and other courses such as CPR and First Aid. Call the Training Centre or visit our Web site for current offerings.

We are also committed to ensuring our stewards are equipped with the knowledge they need to face their employers and offer an extensive list of 20 plus courses, from introductory to advanced, including Stewardship, Collective Bargaining; Union Organizing; Health and Safety.

We were the first Union in Canada to use Mobile Computer Training Labs to bring computer courses to our members in their own local communities. These Labs complement our Training and Education Centres in Mississauga and Hamilton.

In addition, twice a year the Locals offer fully-paid stewards and members' scholarship programs which are conducted at the Locals' Training & Education Centre in Mississauga. Sixty scholarships are awarded annually to stewards province-wide to attend a weeklong, in-depth training and education seminar. The theme of the week is "Labour's History: Past, Present and Future" to ensure that stewards are well-informed and educated to be representatives of our Union in their workplaces. Nine hours of hands-on computer training is included. Another thirty members' scholarships are awarded for an introductory weeklong computer training course.

We are a Union that is highly committed to making education and advancement a reality for our members.

**WORKPLACE SAFETY AND INSURANCE ACT "WSIA"**  
**Formerly**  
**WORKERS COMPENSATIONACT**

The Workplace Safety and Insurance Act, "WSIA", formerly, Workers Compensation Act, is an insurance program to protect workers from health-care costs and loss of income due to job-related disabilities. Here are answers to the most commonly asked questions.

**1. HOW DOES THE WORKER REPORT AN ACCIDENT?**

If an accident occurs at work, section 22 (1) of The Act requires a worker to file a claim as soon as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease.

**2. IS THERE AN EXTENSION OF TIME?**

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is just to do so.

**3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?**

Section 22 (4) A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require, Use Form 6 - Employee's Report of Injury

**4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?**

Section 22 (5) When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection 37(e) concerning the worker's functional abilities. The disclosure is for the sole purpose of facilitating the worker's return to work.

**5. FAILURE TO FILE?**

Section 22 (6) If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5) no benefits shall be provided under the insurance plan unless the Board, in its opinion, decides that it is just to do so.

**6. NOTICE TO EMPLOYER?**

Section 22 (7) The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board. The employer must supply a copy of the Form 7, along with any and all amendments, to the employee.

## **7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?**

Section 23 (3)... A person receiving benefits under the insurance plan or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

## **8. WAGES FOR DAY OF ACCIDENT?**

Section 24 (1)... The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

## **9. EMPLOYMENT BENEFITS?**

Section 25 (1)... Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect to the worker when the worker is absent from work because of the injury. However, the contributions are required only if:

- (a) the employer was making contributions for employment benefits in respect to the worker when the injury occurred  
and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

## **10. DUTY TO CO-OPERATE IN RETURN TO WORK?**

Section 40 (1)... The employer of an injured worker shall co-operate in the early and safe return to work of the worker by:

- (a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores the worker's pre-injury earnings
- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

## **WORKERS DUTY?**

Section 40 (2)... The worker shall co-operate in his or her early and safe return to work by:

- (a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment

- (b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores his or her pre-injury earnings
- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed

### **11. NOTICE OF DISPUTE?**

Section 40 (6)... The employer or the worker shall notify the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work. A Board mediator may be assigned to mediate the dispute.

### **12. OBLIGATION TO RE-EMPLOY?**

Section 41 (1)... The employer of a worker who has been unable to work as a result of an injury and who, on the date of the injury, had been employed continuously for at least one year by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her pre-injury employment, the employer shall:

- (a) offer to re-employ the worker in the position that the worker held on the date of injury, or
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

### **TIME LIMITS**

- 1 A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.
- 2 A six month time limit on appealing any other Board decision made on or after January 1, 1998.
- 3 A six month time limit on filing a claim

The changes to the new act are significant and have reduced or limited entitlement for injured workers. However, you should never let management talk you out of filing a claim, it is your right. In fact it is a violation for an employer to refuse to submit a claim

Your local union has a benefit department that will answer any questions you may have in regard to filing or appealing a W.S.I.B. claim. Contact your union office.

## **EMPLOYMENT INSURANCE (formerly UNEMPLOYMENT INSURANCE)**

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st 2000. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

### **“Where to Apply?”**

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

### **Regular Benefits:**

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have been without work and without pay for at least seven consecutive days;
- you have paid into the EI account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than \$25,921) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413 (2001).

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

## **How** to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last 26 weeks of work. Your insured earnings will be averaged over a number of weeks known as a divisor, which is based on the unemployment rate in your region. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last 26 week period; or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

### **Intensity Rule:**

Any week of regular benefits collected after June 30, 1996 could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

### **Work Credits:**

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn work credits to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

### **Sick Benefits:**

Sick benefits are paid for up to 15 weeks, if you have 600 hours of insurable employment in the last 52 weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 600 hours. Medical reports are necessary.



### Maternity Benefits:

If your child is born or adopted after December 31st, 2001. **You** must have worked and paid EI premiums for at least 600 hours in the last 52 weeks, or since the beginning of your last EI claim. You can **start** collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

### Parental Benefits:

Parental benefits can be collected for up to 35 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. Under the new rules a combination of maternity (biological mothers only), parental and sickness benefits can be received up to a combined maximum of 50 weeks in a 52 week period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

### Employment Insurance Compassionate Leave:

As of January 4, 2004, compassionate care benefits may be paid up to a maximum of 6 weeks to a person who has to be absent from work to provide care or support to a gravely ill family member who is at risk of dying within 26 weeks. Unemployed persons on EI can also ask for this type of benefit.

To be eligible for compassionate care benefits you must apply and show that:

- your regular weekly earnings from work have decreased by more than 40%; and
- you have accumulated 600 insured hours in the last 52 weeks or since the start of your last claim. This period is called the qualifying period.

You can receive compassionate care benefits to care for one of the following family members:

- your child or the child of your spouse or common-law partner;
- your wife/husband or common-law partner;

- your father/mother;
- your father's wife/mother's husband;
- the common-law partner of your father/mother

Common-law partner means a person who has been living in a conjugal relationship with that person for at least a year

When requesting compassionate care benefits you must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

**Discharge or Quit:**

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. Contact your Union if you need assistance with your appeal.

**FOR MORE INFORMATION**

**CONTACT  
HUMAN RESOURCES DEVELOPMENT CANADA  
OR  
CANADA EMPLOYMENT CENTRE**

**SHOULD YOU HAVE A PROBLEM  
CALL YOUR  
LOCAL UNION REPRESENTATIVE  
FOR HELP!**

## THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

### Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training to a worker to protect the health & safety of the worker.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

### Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

### Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

### Workers may **not**:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

### The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your *first* obligation is

to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have reasonable grounds to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed in the presence of the Health & Safety Committee member, that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

#### Certified Member

Section 48(1) states that a certified member who receives a complaint that dangerous circumstances exist is entitled to investigate the complaint.

#### If in Doubt

If in doubt about the *Right to Refuse*, members should consult their Certified Worker Member, Health & Safety Committee Member, Union Steward or Local 175 Union Representative or call the Ministry of Labour.

#### The Entitlement to be Paid

Section 43(13) requires the employer to pay Health & Safety Committee members at "regular or premium rate, as may be proper"

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## **PREAMBLE**

Whereas, it is the desire of both parties to this Agreement:

- a) to maintain **and** improve the harmonious relations and settle conditions of employment between the Employer and employees;
- b) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, fairness, etc.
- c) to encourage efficiency in operation;
- d) to promote the morale, well being and security of all employees in the bargaining unit of the Union.

## **ARTICLE 1 RECOGNITION**

- 1.01 The Company recognizes the Union as the sole collective bargaining agent of all employees of the Company at the City of Brampton, Ontario, save and except foremen, persons above the rank of foreman, office and sales staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

## **ARTICLE 2 RELATIONSHIPS**

- 2.01 Subject to the provisions of the Ontario Labour Relations Act, it is agreed that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment.
- 2.02 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because

of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

2.03 It is agreed that the Union and the employees will not engage in Union activities, except as provided in this Agreement, during working hours or hold meetings at any time on the premises of the Company without the permission of the Plant Superintendent.

2.04 **No discrimination**

Both parties agree that all employees are entitled, in complete equality, to the recognition and exercise of all rights and privileges of the Collective Agreement, without discrimination, distinction, exclusion or preference based on race, colour, sex, age, marital status, religion, political convictions, language, ethnic, national origin, sexual orientation or disability.

A distinction, exclusion or preference based on the aptitudes or qualifications required for an employment is deemed not discriminatory. **Also**, a difference in salary or wages based on experience, seniority, years of service or overtime is not considered discriminatory if such criteria are common to all members of the personnel.

The Company maintains in force a policy to prevent harassment and violence in the workplace. Any issues arising on these subjects can be addressed by the employee/employer relation committee.

### **ARTICLE 3 MANAGEMENT RIGHTS**

3.01 The Union recognizes and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the



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

- a) **maintain order and efficiency;**
- b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall be given to the committee and an opportunity given to them to make representations;
- d) determine the nature and kind of business conducted by the Company, the kinds of locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of productions, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

3.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Plant Rules, or of any of the provisions of this Agreement, shall be deemed to be sufficient cause for discipline or dismissal of an employee; provided that nothing herein shall prevent an employee going through the Grievance Procedure.

**ARTICLE 4**  
**PLANT COMMITTEE**

- 4.01 The Company acknowledges the right of the Union to appoint or otherwise select a plant committee which shall be composed of not more than eleven (11) stewards, three (3) from the day shift, three (3) from afternoon shift, two (2) from the night shift, and two (2) from the weekend shift and one (1) Chief Steward. All stewards shall have seniority with the Company, and shall be regular employees of the Company during their time of office. The name and area of each of the stewards and the name of the chief steward, from time to time so selected, shall be given to the Company in writing and the Company shall not be required to recognize any such steward or chief steward until it has been so notified. The plant committee consists of all stewards and the chief steward.
- 4.02 The parties mutually agree that there shall be an Employee/Employer Relations Committee composed of no less than two (2) representatives of the Employer, four (4) representatives of the Union which comprises of one (1) from day, one (1) from afternoon, one (1) from weekend, Chief steward and Union representative who shall meet once monthly for the purposes of consultation and communication of information on matters of mutual concern relating to day-to-day working problems.
- 4.03 The Company undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.
- 4.04 The Union undertakes to secure from its officers, stewards and members, their co-operation with the Company and with all persons representing the Company in a supervisory capacity.

- 4.05 The privilege of stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- a) Such business must be between the Union and the Management. Employees having grievances cannot discuss these with the stewards in working hours, except in the case of a discharged or suspended employee to whom a steward of the employees' choice shall be immediately available provided a steward is on duty.
  - b) The time shall be devoted to the prompt handling of necessary Union business.
  - c) The steward concerned shall obtain the permission of the foreman concerned before leaving his work. Such permission shall not be unreasonably withheld.
  - d) The time away from productive work shall be reported in accordance with the time-keeping methods of the department in which the steward is employed.
  - e) The Company reserves the right to limit such time if it deems the time so taken to be excessive.
- 4.06 The Company will provide appropriate locker or filing space for the Chief Steward to retain necessary union papers and material.
- 4.07 a) i) The Employer agrees that whenever a meeting is held with an employee where the subject matter is intended to become part of such employee's record regarding discipline, a steward will be present as a witness. The employee may request that the steward leave the meeting.
- ii) In the event a steward is not available, this

condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will then be postponed until the steward is available.

- iii) If the meeting is held without the steward, any conclusions, verbal or written, will be null and void except in the case where the employee requested the steward to leave.
  - b) In the event an employee is suspended or discharged while at work he shall be given an opportunity to interview his steward in the private for fifteen (15) minutes prior to leaving the plant except where the suspension or discharge is the result of a violent incident.
  - c) The Company will provide written reasons for the disciplinary suspension or discharge of an employee who has completed his probation period within two (2) working days of the discipline.
- 4.08 The Company recognizes the right of the Union to appoint or select a negotiating committee comprising of four (4) employees and the chief steward, and will recognize and deal with such committee with respect to negotiating the renewal or modification of this agreement at the proper time.

Employees who are appointed or elected to be on the union negotiating committee, who are required to be in attendance at negotiating sessions shall be paid fifty percent (50%) of all hours of their scheduled work day for each day spent in negotiations up to and including conciliation and mediation.

## **ARTICLE 5 GRIEVANCE PROCEDURES**

- 5.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and

grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

- 5.02 No grievance shall **be** considered where **the** circumstances giving rise to it occurred or originated more than seven (7) calendar days before the filing of the grievance.
- 5.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

**STEP NO. 1:**

The aggrieved employee shall present this grievance orally or in writing to his foreman. He shall have the assistance of his steward if he so desires. The foreman shall give his decision within three (3) working days following the presentation of the grievance to him. If the foreman's decision is not satisfactory to the employee concerned, then the grievance may be presented **as** follows:

**STEP NO. 2:**

Within three (3) working days after the decision is given at Step No. 1, the aggrieved employee may, with or without **his** steward, present the grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to the Plant Manager, who shall consider it in the presence of the person or persons presenting same and the foreman, and render his decision in writing within three (3) working days following the presentation of the grievance to him. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented **as** follows:

**STEP NO. 3:**

Within three (3) working days after the decision is given under Step No. 2 the aggrieved employee may submit his grievance to the General Manager and the

employee, accompanied by the Chairman of the Plant Committee and his steward, shall meet as promptly as possible with the General Manager and such other person(s) as Management may desire, to consider the grievance. At this stage they may be accompanied by a full-time representative of the Union if his presence is requested by either party. The General Manager will render his decision in writing within three (3) working days following such meeting.

- 5.04 If final settlement of the grievance is not reached at Step No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 6 below at anytime within then (10) working days after the decision is given under Step No. 3, and if no such written request for arbitration is received within the time limited, then it shall be deemed to have been abandoned.
- 5.05 Grievances not processed within the time limit set forth or not signed by an employee may be considered in the Grievance Procedure but in no event will be subject to arbitration.
- 5.06 A Union policy grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the bargaining unit or in regard to which a number of employees have signified an intention to grieve, may be brought forward by the Union Grievance Committee, in writing at Step No. 1 of the Grievance Procedure at any time within five (5) full working days after the circumstances giving rise to such policy grievance occurred and if it is not settled at this stage, it may go to Sept No. 2 of the Grievance Procedure and ultimately to a Board of Arbitration in the same manner as a grievance of an employee.

## **ARTICLE 6 ARBITRATION**

- 6.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation of alleged violation of this agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 6 above, and which has not been settled, will be referred to a Board of Arbitration, at the written request of either of the parties hereto.
- 6.02 The Board of Arbitration will be composed of one (1) person appointed by the Company, one (1) person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.
- 6.03 Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.
- 6.04 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 person within seven (7) days of the notification mentioned in 6.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairman.
- 6.05 The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.
- 6.06 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.
- 6.07 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 chairman.

**ARTICLE 7**  
**MANAGEMENT GRIEVANCES**

- 7.01 Any grievance instituted by management may be referred in writing to the Plant Committee within five (5) full working days of the occurrence of the circumstances giving rise to the grievance, and the Plant Committee shall meet within three (3) working days thereafter with management to consider the grievance, together with a full-time representative of the Union if his presence is requested by either party. If final settlement of the grievance is not completed within three (3) working days of such meeting, the grievance may be referred by either party, to a Board of Arbitration as provided in Article 6 at any time within ten (10) working days thereafter, but not later.

**ARTICLE 8**  
**DISCHARGE CASES**  
**AND DISCIPLINARY RECORDS**

- 8.01 A claim by an employee, who has completed the probationary period, that he has been discharged or suspended for more than three (3) days without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager at Step No. 2 of the Grievance Procedure within three (3) working days after the employee ceases working for the Company. Such special grievances may be settled by:
- a) confirming the Management's action in dismissing the employee; or
  - b) reinstating the employee with full compensation for time lost; or
  - c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.



It is agreed and understood that suspensions for three (3) days or less shall be processed in accordance with the provisions of Article 5 of this Agreement.

- 8.02 a) After discipline has been imposed, in the event an employee does not repeat any further misdemeanor of a similar nature for which the discipline was imposed for a continuous period of nine (9) months thereafter, then that original discipline which was imposed nine (9) months earlier will be destroyed.
- b) An employee has the right to review his/her personnel file at time that is mutually agreed upon once a year. The union steward will be in attendance if the employee wishes.

## **ARTICLE 9**

### **NO STRIKES - NO LOCKOUTS**

- 9.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Company agrees that there will be no lockout.
- 9.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 5 above.
- 9.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company at Step No. 3 of the Grievance Procedure.
- 9.04 The Union agrees that it will not involve any employee of the Company or the Company either directly

or indirectly in any dispute which may arise between any other employer and the employees of such other employer. The Company will not require an employee to cross a legal picket line to deliver product to the struck premises.

## **ARTICLE 10 WAGES**

10.01 Schedule «A» hereto headed Skill Grades and Wages is hereby made a part of this Agreement.

10.02 **New operations**

When a new operation constituting a new job which is covered by the terms of this Agreement is established by the Company, the Company shall determine the skill grade level for such new operation and notify the Union of the same.

If the Union challenges the skill grade level, it shall have the right to request a meeting with the Company to negotiate the appropriate skill grade level.

Such request shall be made in writing within the (10) working days of the date of the notice from the Company, the skill grade level in the Company's notification for the operation will be the agreed level for the operation.

If the parties are unable to agree, the dispute concerning the new grade level may be submitted to arbitration as provided in this Agreement if submitted within fifteen (15) days of the meeting.

The decision of the Board shall be confined to establishing the appropriate skill grade level for the operation within the scheme of the skill grades set out in the schedules to this Collective Agreement taking into account reasonable and practical comparisons therein.

**ARTICLE 11**  
**SHIFT PREMIUMS**

- 11.01 a) Effective June 1, 1992, a shift premium of forty cents (0.40\$) per hour shall be paid for all standard hours worked on a regular afternoon (second) shift and sixty cents (0.60\$) per hour for all standard hours worked on a regular night (third) shift.
- b) To qualify for a full shift premium on the afternoon (second) shift or night (third) shift, an employee must work fifty percent (50%) or more of his standard eight (8) hours on his respective shift.
- c) For the purposes only of application of the fifty percent (50%) rule in Article 11 b):
- i) hours worked between 3:30 p.m. and 11:30 p.m. are afternoon or second shift hours; and
  - ii) hours worked between 11:30 p.m. and 7:30 a.m. are night or third shift hours.

**ARTICLE 12**  
**HOURS OF WORK AND OVERTIME**

- 12.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 12.02 a) Standard work week shall consist of forty (40) hours per week, comprises of five (5) eight (8) hour days.
- b) The Company agrees that if a change in start times is required, the employees affected will receive twenty-four (24) hours notice prior to the change.
- 12.03 a) Overtime at the rate of time and one-half the employee's regular hourly rate shall be paid for all hours worked on Saturday and in excess of forty (40) hours per week or eight (8) hours per day and

- double the employee's regular hourly rate for all hours worked on Sundays.
- b) Overtime at the rate of double the employee's regular hourly rate shall be paid for all hours worked by the employee in excess of twelve (12) consecutive hours on a shift.
  - c) For the purposes of application of overtime rates for employees regularly working the night shift (third shift):
    - i) Saturday will be considered to commence at that time on Saturday when the regular Friday night shift has ended.
    - ii) Sunday will be considered to commence twenty-four (24) hours after the commencement of Saturday under i) above and will run for a further period of twenty-four (24) hours from that time.
- 12.04 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.
- 12.05 The Company will continue to provide an unpaid one-half (1/2) hour meal break approximately halfway through each shift.

### **ARTICLE 13 VACATIONS WITH PAY**

- 13.01 All employees who have acquired one (1) year's seniority with the Company prior to May 1st in any year shall receive two (2) weeks' vacation with pay at a time convenient to the Company and shall receive as vacation pay four percent (4%) of such employee's earnings for time actually worked for the Company during the twelve (12) months immediately preceding May 1st in that year.

- 13.02 All employees who have acquired five (5) years' seniority with the Company prior to May 1st in any year (or within sixty (60) days of May 1st in any year) shall receive three (3) weeks' vacation with pay at a time convenient to the Company and shall receive as vacation pay six percent (6%) of such employee's earnings for time actually worked for the Company during the twelve (12) months immediately preceding May 1st in that year.
- 13.03 All employees who have acquired ten (10) years' seniority with the Company prior to May 1st in any year (or within sixty (60) days of May 1st in any year) shall receive four (4) weeks' vacation with pay at time or times convenient to the Company and shall receive as vacation pay eight percent (8%) of such employee's earnings for time actually worked for the Company during the twelve (12) months immediately preceding May 1st in that year.
- 13.04 All employees who have acquired nineteen (19) years' seniority with the Company prior to May 1st in any year (or within sixty (60) days of May 1st in any year) shall receive five (5) weeks' vacation with pay at time or times convenient to the Company and shall receive as vacation pay ten percent (10%) of such employee's earnings for time actually worked for the Company during the twelve (12) months immediately preceding May 1st in that year.
- 13.05 An employee who has ceased to be employed by the Company, other than being discharged for cause, before receiving his vacation pursuant to the provisions of this Article shall be entitled to receive vacation pay in accordance with the provisions of this Agreement.

Employees shall receive an estimated amount of vacation pay at the time of taking vacation in proportion to the time taken. The balance of vacation pay shall

be paid last pay period in September. Vacation pay will be paid on a separate cheque.

- 13.06 Where a plant holiday falls within an employee's annual vacation, the employee may elect to take an additional day's vacation or receive payment for the day in lieu.

If the employee elects to take an additional day's vacation, he shall notify his supervisor in writing prior to going on vacation. Such day shall be scheduled at a mutually agreeable time.

If an employee fails to notify his supervisor, he shall be paid for such plant holiday which occurs during the vacation period.

During those months other than June to September, an employee may elect to have the additional day's vacation added to his vacation period providing he requests this in writing a reasonable time prior to going on vacation. (The additional day» represents the plant holiday which falls within an employee's vacation).

- 13.07 Employees should signify their vacation time preferences in writing to the Plant Supervisor by the 1st day of April each year.

Subject to the efficient operation of the plant, vacations will be considered on the basis of seniority.

The final vacation schedule will be posted on the bulletin board by May 15th.

- 13.08 Employees who have signified pursuant to Article 13.07 a vacation time preference during the months June to September will be granted two (2) weeks vacation during prime vacation months or June to September inclusive. In recognition, however, of the fact that the Company's busiest production season falls

within that same period, such vacations for those employees will be limited so that no more than ten percent (10%) of the employees within a department will be off for the same or an overlapping period of time except as may be designated by the Company in its discretion.

Subject to the foregoing ten percent (10%) rule set out earlier, more senior employees who require extended trips will be granted preference to the extent of four (4) weeks vacation.

- 13.09 No employee who is entitled to take two (2) weeks or more vacation time off during the vacation year shall take less than two (2) weeks vacation time off during that vacation year, May 1st to April 30th; no employee who is entitled to take less than two (2) **weeks** time off during a vacation year shall take less than the whole of his vacation time off during that vacation year, May 1st to April 30th.
- 13.10 The term «earnings» as used in this Article 13 for the purposes of vacation pay calculations shall have the same meaning as the term «wages» used for the same purposes in the Employment Standards Act of Ontario but shall also include vacation pay previously received during the prior vacation year and those O.H.I.P. premiums paid by the employer during the previous vacation year which are taxable as a benefit in the employee's hands.
- 13.11 Vacations pay to be recorded on pay stubs.

#### **ARTICLE 14 PLANT HOLIDAY**

- 14.01 a) The following plant holidays, regardless of when they fall, will be granted with pay to all employees who have completed their probationary period:

- |  |                      |
|--|----------------------|
| -New Year's Day                        | -Labour Day          |
| -Good Friday                           | -Fixed Floater       |
| -Easter Monday                         | -Thanksgiving Day    |
| -Victoria Day                          | -Christmas Day       |
| -Canada Day                            | -Boxing Day          |
| -Civic Holiday                         | -One-half day before |
| -One-half day before<br>New Year's Day | Christmas Day        |

Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours he would normally have worked on such day. Each of the holidays will be observed Monday through Friday.

- b) Fixed floater shall be taken between December 20th and January 5th. Article 14.02 will not apply to ~~fix~~ Floater Holiday.
- 14.02 In order to be entitled to payment for a plant holiday, an employee must have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday unless absent with permission of Management or for reasons beyond his control.
- 14.03 If an employee works on one of the above named plant holidays, he shall receive payment at time and one-half (1/2) for the hours actually worked by him in addition to receiving his holiday pay.
- 14.04 The Company agrees to pay employees collecting Indemnity Insurance or compensation Benefits, the difference between such payments and regular holiday pay.

## **ARTICLE 15**

### **SENIORITY**

- 15.01 a) Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ



of the Company and shall be on a departmental and plant-wide basis.

**Seniority lists will be revised each four (4) months** and a copy of the list will be posted in the plant, a copy shall be given to the Chief Steward, each steward and also a copy sent to the Union office. If an employee believes that there is an error in regards to his seniority that has occurred, such employee shall advise his or her supervisor immediately. Such information shall be investigated and if his or her seniority date was incorrect, it shall be adjusted accordingly.

- b) For purposes of clarification and purposes of application of seniority, the following departments shall prevail:
- 1) Raw Boning (M.D.M.);
  - 2) Portioning (finger cutting, Marel) D.S.I. (slicer), thigh deboning ;
  - 3) Shipping;
  - 4) Receiving;
  - 5) Breaded department (including I.Q.F.);
  - 6) Clean up (sanitation and housekeeping);
  - 7) Maintenance;
  - 8) Meat preparation (cooler, massage area).
- c) An employee will be considered on probation for the first fifty (50) working days, including statutory holidays as provided, and will have no seniority rights during that period. After fifty (50) working days, including statutory holidays as provided and will have no seniority rights during that period. After fifty (50) working days service, his seniority shall date back to the day on which his employment began.

The dismissal, lay-off or failure to recall after

lay-off of a probation employees shall not be the subject of a grievance.

- d) An employee with plant seniority who desires transfer to another department or job may submit a written application to the superintendent. If later a vacancy occurs in that department those with application on file shall be given consideration in order of seniority, provided they possess the necessary qualifications, an employee being transferred shall be given a reasonable amount of time to prove their ability.

This clause only applies to employees who have attained seniority, but which is **less** than six (6) months).

#### **15.02 Lay-off and Recall**

- a) i) When lay-off of less then one (1) full shift occurs within skills grades I, II or III, shift seniority shall prevail providing the employee retained has the skill and the ability to perform the work satisfactory. When skills are relatively equal, seniority shall govern. In applying this process, the employer will make every effort and exercise every option available to respect seniority. In applying the above, the employee laid off may elect to go home or bump the most junior employee.
- ii) When lay-of less than one (1) full shift occurs in grade four (4) to grade ten (10), department seniority on that shift shall prevail, providing those retained can perform the required work satisfactory. When skills are relatively equal, seniority shall govern. In applying the above, the employee laid-off may elect to go home or bump the most junior employee in his skill grade.

- b) When lay-off of one (1) shift or more occurs, plant wide seniority shall prevail as long as the employee can do the work in a satisfactory manner within a maximum of 160 hours with proper training. Both parties agree that lay-offs are to be in reverse order of seniority as much as the business can accommodate and reasonable training shall be available to govern such practice.
- c) When lay-off occurs, employees hired on the same day in the same year will be laid-off in alphabetical order: surname will be taken into consideration.
- d) The Company recalls employees at work on the basis of seniority.
- e) An employee can refuse to be called back at work if he is called back on a different shift than the one he was regularly assigned to prior to the lay-off. However, if the employee is the last one on the recall list and refuses to come back to work on the job that is available, he will lose his seniority and shall close to be employed by the Company. The employee has to inform the Company in writing of his refusal to come back to work.

15.05 Seniority shall accumulate in the following circumstances only:

- a) when off the payroll due to layoff, sickness, or accident in which case seniority will continue to accumulate for a period of time equal to one (1) year or the length of the employee's seniority whichever is the shorter;
- b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first three (3) months of such leave;
- c) when absent on vacation or on plant holidays;

- d) when actually at work for the Company.
- 15.06 Seniority shall terminate and an employee shall cease to be employed by the Company when he:
- a) voluntarily quits his employment with the Company;
  - b) is discharged and is not reinstated through the grievance procedure or arbitration;
  - c) is off the payroll for a continuous period of twelve (12) months, provided that in the event an employee is receiving Workers' Compensation payments such period shall be a continuous period of twenty-four (24) months;
  - d) fails to report For work within two (2) working days after being notified by the Company following a layoff, unless absent for a reason satisfactory to the Company;
  - e) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Company is given; and
  - f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Company in writing.
- 15.07 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity up to a maximum of six (6) months.
- 15.08 It shall be the duty of each employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.

- 15.09 a) Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence. The said employee on return to work will be returned to his regular job at the appropriate rate, provided he is able to do the required work satisfactorily.
- b) The Company shall bear the costs should it require an employee to be examined by a physician designated by the Company, such costs to include the costs of the examination, tests, and reports made by the physician to the Company. (The Company's obligations regarding costs do not extend to the annual physical by the Department of Health for all employees).

#### 15.10 Overtime

- a) When the Company decides that overtime work is necessary it will be assigned to employees on the same shift who are performing the work required, provided they are ready and available for such work. Overtime work will be assigned by seniority.
- b) For Skill Grades I, II and III, when overtime work is required, where skill and ability to perform the available work are relatively equal, it will be assigned to more senior employees in the plant who normally work on the shift the work is to be performed.

Provided that in the case of available overtime work involves raw-boning (which falls within **Skill Grade II** or portioning of meat Skill Grade I), in order to be qualified for the overtime work the employee must have also passed the necessary skill test application to either raw-boning or

portioning of meat as the case may be within the twelve month period immediately preceding the overtime assignment.

- c) In all other Skill Grades, including maintenance, available overtime work will be assigned to senior employees who normally perform the work on the shift available.
- d) Any employee who is offered overtime work and refuses shall be deemed to have waived or abandoned his entitlement to overtime.
- e) When an employee works overtime at an operation having a skill grade level and rate lower than **his** regular **skill** grade level and rate, the lower skill grade level and rate shall apply for that work notwithstanding any other provisions of the Collective Agreement (that is, no rate maintenance in this situation).
- f) When the Company schedules overtime in advance, the Company will distribute the overtime in the following manner if it does not unreasonably interfere with the efficient operation of the plant.
  - The overtime required on a Friday will be offered to day shift personnel.
  - The overtime required on a Saturday and/or Sunday will be offered to afternoon shift personnel.
  - The overtime required Monday to Thursday will be offered to week end shift personnel
  - **If** a double shift of overtime is required on a Saturday and/or Sunday, the overtime on the first shift will be offered to the day shift personnel and overtime on the second shift will be offered to afternoon shift.

Any issue arising from the application of the above will be discussed with the labour management committee.

- g) Employees who have volunteered for scheduled overtime and who without just cause do not show up for work, will not be offered future overtime for a period of fourteen (14) calendar days.
- 15.11 a) The term «vacancy» for the purpose of this Article shall be defined as an opening in the departmental seniority list where the number of persons required by the Company exceeds the number employed therein due to an employee's transfer, death, retirement, termination of employment, or an opening of a new department and the duration of which is expected to exceed fifty (50) working days. The vacancy will be posted for seven (7) calendar days throughout the factory. Applications for transfer to a posted vacancy may be made in writing by employees throughout the factory who have more than six (6) months seniority. Only applications received in writing within five (5) working days from the date of the posting will be entertained; and the Company will announce the results of the postings within ten (10) working days of the date the original posting was made.
- b) In making a transfer, seniority will govern where skill and ability are comparatively equal, it being understood that the Company will not be obligated to select an application if the applicant is not able to meet the normal requirements of the job. Nothing herein continued will prevent the Company from filling such vacancy with a candidate from outside the bargaining unit if none of the applicants from within the unit possess the necessary skill, merit and ability.

- c) The job vacated by an employee transferred under these provisions will be posted.
  - d) An employee who is successful on a posted vacancy may not apply for another posted vacancy for a period of twelve (12) months unless otherwise agreed between the Company and the employee unless applying for a higher position.
  - e) An employee who fails to fill the requirements of a posted vacancy, at the option of the Company, will be transferred back to the department he worked in immediately preceding the transfer if he would have continued to work in that department except for his selection to the posted vacancy, or to some other department. Such employee may not apply for another posted vacancy for a period of six (6) months unless applying for a higher position.
  - f) In the case of arbitration, not more than one employee may claim an improper selection for the same posted vacancy.
  - g) An employee who applies for a posted position and refuses the transfer having been successful will be unable to post for another position for a period of **six** (6) months unless applying for a higher position.
- 15.12 Where a job which requires forklift or power walker qualification is posted the Company agrees, to indicate on the posting that forklift and power walker training will be provided. The Company further agrees to provide the forklift and/or power walker training to the senior employee awarded the job.

The Company agrees to train employees to the forklift or power walker due to a job posting only.



### **15.13 Transfers**

- a) An employee who is temporarily transferred for a continuous period of one (1) hour or more during a shift to an operation in a Skill Grade which has a higher rate of pay than his regular Skill Grade will receive the equivalent rate of pay in the higher grade for all continuous hours worked in the shift at the higher Skill Grade.
- b) An employee who is temporarily transferred to an operation in a Skill Grade which has a lower rate of pay than his regular Skill Grade shall continue to receive his regular rate.
- c) In the case of transfers of a permanent nature to a lower Skill Grade, an employee will receive the appropriate rate of pay for that lower Skill Grade to which he has transferred.

## **ARTICLE 16 BULLETIN BOARDS**

- 16.01 The Company agrees that the Union shall have the use of a notice board for the posting of Union notices. All such notices prior to posting must have the approval of management.

## **ARTICLE 17 SAFETY AND HEALTH**

- 17.01 a) The Company shall make provisions for safety and health of employees during the hours of their employment, protective devices on machinery and other devices which the Company deems necessary to properly protect employees from injury, shall be provided to the Company. The Company agrees to provide an adequately equipped first-aid room where employees may receive proper first-aid. Such facilities to be located in an area in the plant where it is easily accessible to all employ-

ees. The Company will provide a person holding a current first-aid diploma to assist employees requiring first-aid and to keep the room adequately equipped.

b) **Safety Boots**

Effective the date of ratification the Company agrees to provide an allowance of one hundred and twenty-five dollars (\$125.00) per year for the purchase of safety boots, upon presentation of a receipt. Maintenance, Shipping, Receiving, Lead Hands in Meat Preparation, Boning Line supply and finished goods removal from the Breeding Line will be entitled to purchase two (2) pairs of safety boots per year if necessary.

- c) The Company will provide a suitable two (2) piece suit for the men working regularly in the freezers. The Company further agrees to provide the Sanitation Crew with a rain suit. The type of rain suit is to be selected by the Safety committee.

- 17.02 There shall be a Safety Committee comprising of up to four (4) representatives appointed by Management and four (4) representatives (at least one (1) to be selected from each shift) appointed by the Union.

The Safety Committee shall meet monthly provided that the committee itself may unanimously waive the meeting for any given month provided that no more than two (2) consecutive monthly meetings may be waived. Minutes shall be kept of each meeting and a copy forwarded to the Union Representative by the Company.

The parties agree that a schedule setting out the monthly dates for meetings of the Health and Safety Committee will be established annually in advance.

The Company agree to pay all safety committee members for the time spent on committee meetings.

17.03 The Company will instruct its supervisors to rotate jobs within the same job classification and department which are usually tiresome due to exceptional conditions or circumstances.

**17.04 Technological change**

In the event that the Company introduces technological change in the form of new equipment, the parties agree that the following will occur:

- i) Sixty (60) days prior to production use of the new equipment, the Company will notify the chief steward and provide him or her with a description and impact on the employees of the equipment to be introduced.
- ii) After the chief steward is notified, the Company agrees, if requested to do so by the Union, to meet with a committee of two (2) representatives of the Union to discuss the impact of the technological change.
- iii) Any employees laid off as a result of technological change still have access to Article 15.04 i) of the Collective Agreement.
- iv) Where an employee has been laid off due to technological change, no new employee will be hired until the job has been posted, the employee on layoff has been notified (by mail to his last known address) and given an opportunity to bid for such position under the terms and conditions of the Collective Agreement.

**ARTICLE 18  
LEAVE OF ABSENCE**

18.01 a) The Company may grant leave of absence up to eight (8) weeks if an employee requests it in writing from the Management and if the leave is **for**

good reason and does not unreasonably interfere with the efficient operation of the plant. The Company will reply to such request in writing within five (5) working days of the date of receipt of the request or sooner if possible.

In emergency situations (i.e. death in an employee's family) the Company will respond promptly and in such cases both the request and the response may be verbal.

- b) The Company will grant leave of absence without pay to not more than two (2) employees to attend Union conventions and conferences for a period or periods not exceeding in the aggregate fourteen (14) days for any one employee in any one calendar year, provided that this shall not interfere with the efficient operation of the plant.

## **ARTICLE 19 REST PERIODS**

- 19.01 Employees shall be entitled to two (2) rest periods of ten (10) minutes each per eight (8) hour shift and in the event of employees being requested to work overtime, they shall be given a ten (10) minutes rest period for each two (2) hours of overtime worked prior to commencing the required overtime.
- 19.02 The Company will instruct supervisors to take into consideration congestion and apron removal in regards to the length of time employees take for rest period, provided that employees make an effort to keep within the allotted ten (10)minute periods.

## **ARTICLE 20 REPORTING ALLOWANCE AND CALL IN PAY**

- 20.01 a) Employees reporting for work as usual on a regular working day or scheduled work as requested,

unless notified by the previous day not to report, and for whom no work at his regular job is available, shall immediately be offered at least one (1/2) half shift employment in other work at the employee's regular straight time rate of wages or pay for the time worked, whichever is greater. This provision shall not apply if the failure to receive notice was caused by the employee's absence on the previous day or if the failure to provide work is due to causes beyond the Company's control.

- b) **An** employee who is called back at the plant will receive four (4) hours of pay at the applicable rate, overtime will apply if applicable.

## **ARTICLE 21 BEREAVEMENT PAY**

21.01 In the event of the death of a member of an employee's family, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work. This allowance will only be made where the circumstances require the employee's absence from work.

The leave of absence will be as follow:

- a) Five (5) days for a husband, spouse, same sex partner, common law spouse or husband, child.
  - b) Three (3) days for father, mother, brother, sister, mother in law, father in law.
  - c) One (1) day for grand parent, grand child, brother or sister in law.
- 21.02 a) If an employee is unable to attend the funeral of a husband, spouse, same sex partner, common law spouse, child or parent, due to family member living in another country, he will receive pay accordingly to 21.01.

- b) If an employee is unable to attend the funeral of a brother, sister, mother-in-law or father-in-law, he is not required to work on the day of the funeral and he shall receive eight (8) hours pay for that day, if lost time is involved.
- 21.03 The Company may require that satisfactory evidence of bereavement be furnished by an employee in the event of a claim under this Article 21.

## **ARTICLE 22 SICK AND WELFARE PLANS**

- 22.01 a) The Company will pay one hundred percent (100%) of the billed premiums of the Weekly Indemnity and Life Insurance Policy on behalf of employees who have attained seniority, and are eligible in accordance with the terms of the said Policy, which Policy shall provide the following benefits:
- i) The Weekly Indemnity Plan shall be amended following ratification of this Agreement for employees who thereafter commence a new absence from work in circumstances where they qualify for Weekly Indemnity Benefits.

The Weekly Indemnity Plan will provide a maximum coverage of twenty-six (26) weeks and shall continue to provide a weekly indemnity allowance equivalent to sixty-six and two-thirds percent (66 2/3%) two hundred dollars (\$200), the maximum will be increased to match the Unemployment Insurance Commission Plan.

The Plan shall operate on the first (1st) day of accident, the first (1st) day of hospitalization and the fourth (4th) day of illness, provided the employee sees the doctor within a three (3) day period of

absence. The Plan will also be amended to incorporate the following principles:

- b) The «weekly earnings» of an employee for the purposes of calculation of a week of indemnity allowance will be the average weekly earnings of the employee in the twenty (20) weeks immediately preceding the date the paid disability begins, provided that, there will be excluded from the twenty (20) weeks those weeks for which the employees:
  - 1. was receiving WCB benefits;
  - 2. was receiving weekly indemnity benefits;
  - 3. was on vacation leave;
  - 4. was laid off.
- c) Successive periods of disability shall be considered as one period of disability, unless the employee returns to work and completes at least four (4) complete consecutive weeks of active and full time service before commencement of the later disability or unless the later disability is due to causes wholly different from those of the prior disability and commences after the employee has returned to work.

(Therefore: 1) the waiting period will not be required again; and 2) only the unused balance of the twenty-six (26) weeks of benefits will be available to the employee).

- i) Effective on ratification of this Agreement, twenty-five thousands dollars (\$25,000) LIFE INSURANCE coverage for all eligible employees and the plan to continue to provide the Double Indemnity. Effective June 1, 1990 the above noted amount will be amended to read thirty thousands dollars (\$30,000).

Weekly indemnity will be paid to employees by direct deposit unless the employee requests it to be paid by cheque. Appropriate income tax will be deducted so that the cheque from the insurance company will be net of income tax.

- d) The Company shall assume the cost of ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible Extended Health Care Plan including semi-private hospital coverage for all eligible employees.
- e) **UFCW Local 175/633 Ontario Dental Benefit Trust fund**
  - 1) Effective June 1, 2002, the Company agrees to contribute thirty-one cents (0.31¢) per hour, for all hours paid and worked to the UFCW Local 175/633 Ontario Dental Benefit Trust Fund. Hours paid and worked is defined as regular hours, vacation, paid holidays and sick days to a maximum of forty (40) hours per week per employee, but shall not include overtime or weekly indemnity payments. The Company will also be responsible to pay any applicable taxes. Effective June 1, 2004, the contributions will increase to thirty-three cents (0.33¢). Effective June 1, 2005 the contributions will increase to thirty-four cents (0.34¢).
  - 2) The Company agrees to sign the Participation Agreement.
  - 3) The Company shall forward all contributions together with a list of all employees and the number of hours paid and worked for each employee in each reporting period within fifteen (15) days following the end of each of the Company's accounting periods.



- 4) The Company will continue to pay the premiums for eligible employees in respect of the existing Eye Care Plan provided that the existing Plan shall be up-graded effective date of ratification to provide a subsidy of up to two hundred dollars (\$200.00) every twenty-four (24) months with no deductible, for either glasses or contact lenses.

#### **22.02 Premiums for Benefits**

The Company agrees to continue to pay the premiums for the various health and welfare benefits provided for in Article 22 of this Agreement on behalf of eligible employees for a period of one (1) month only after such employee ceases to be actively at work.

That period of one (1) month will be extended to three (3) months only where the employee is not actively at work as a result of being entitled to and while receiving Weekly Indemnity Benefits pursuant to the Company Plan.

Furthermore that period of one (1) month will be extended to twelve (12) months only where the employee is not actively at work as a result of being entitled to and while receiving Worker's Compensation benefits due to an accident at the plant.

A return to active work for a period of less than thirty (30) working days shall not be considered a return to active work for the purposes of reinstating the Company's obligations to pay premiums for benefits as provided for in this Article.

### **ARTICLE 23 PENSION PLAN**

- 23.01 The Company agrees to make the following contributions as indicated below for all hours paid to a

maximum of forty (40) hours per week for all non-probationary employees to the Canadian Commercial Workers Industry Pension Plan (C.C.W.I.P.). The Company further agrees to sign a Participation Agreement or any other necessary documents required.

Effective June 1, 2003, the Company will contribute sixty cents (0.60\$) per hour per employee for all hours paid to a maximum of forty (40) hours per week to the Canadian Commercial Workers Industry Pension Plan. Effective June 1, 2004, the Company's contribution will be of sixty-five cents (0.65\$) per hour and of seventy cents (0.70\$) per hour on June 1, 2005.

## **ARTICLE 24 GENERAL**

- 24.01 In the event of a discharge, suspension for more than three (30 days or layoff of an employee for a period in excess of the day, the Company will advise the Plant Chairman and the Union office of such event.
- 24.02 The Company will not assign work normally performed by employees in the bargaining unit to foreman to the extent that as a result employees in the bargaining unit are laid off, sent home without completing their normal day's work or deprived of overtime.
- 24.03 For all drivers who have completed their probationary period, the Company will provide a uniform as follows:
- two (2) pairs of pants, three (3) shirts, two (2) jackets, one (1) hat.
- 24.04 The Company agrees to contribute three cents (0.03¢) per regular hour per employee except for summer students to the UFCW Local 175 Training & Education

Fund which will be forwarded to the Union Office every four (4) week period.

During the third year of this agreement, the Company agrees to pay the UFCW Local 175 a lump sum payment equivalent to one cent (0.01¢) per regular hour for a one (1) year period.

- 24.05 The Company agrees to pay half the cost of the printing of the Collective Agreement.
- 24.06 The Company agrees to maintain its' current practise regarding clean up time.

## **ARTICLE 25 UNION SECURITY**

- 25.01 a) i) The Company shall during the term of this Agreement, as a condition of employment deduct from members of the bargaining unit, the regular weekly Union Dues and such Dues shall be remitted to the Union in the format outlined in Article 25.01 b) below prior to the fifteenth (15th) of the month following the month in which the deduction is made.
- ii) The Company shall collect membership initiation fees as may be established by the Union and forward any application forms and such fees to the Union, in the format outlined in Article 25.01 b) below, with the regular monthly dues remittance.
- b) The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of E-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being

attached to the remittance cheque. The information provided shall be on a standard spreadsheet in «Excel», «Quatro Pro», «Lotus», or other software program acceptable and adaptable to the Union. The spreadsheet will be in a table format provided by the Union and will provide the following current information:

- 1) S.I.N.;
- 2) employee number if applicable;
- 3) full name (last, first and initials);
- 4) full address, including city and postal code;
- 5) telephone number (including area code);
- 6) date of hire;
- 7) rate of pay;
- 8) classification;
- 9) full-time or part-time designation;
- 10) Union dues deducted (or the reason a deduction was not made. If dues are deducted weekly, report requires five (5) columns for reporting;
- 11) total dues deducted;
- 12) back dues owing;
- 13) vacation pay breakdown of dues/dues owing;
- 14) initiation fees deducted;
- 15) total initiation fees deducted.

## **ARTICLE 26 TERMINATION**

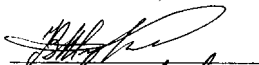
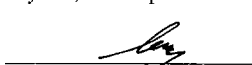

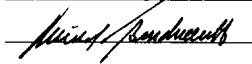
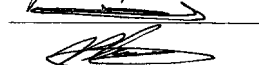
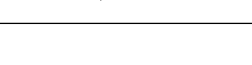
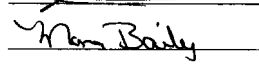
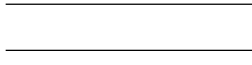


- 26.01 This Agreement shall remain in **full** force and effect from June 1, 2006 to May 31, 2009, and shall continue in force from year to year thereafter unless in any year not more than sixty (60) days, and not less than thirty (30) days, before the day of its termination, either party shall furnish the other with notice of, or proposed revision of, this Agreement.

26.02 **Wages**

- a) Notwithstanding the stated effective date of this Agreement, it is understood and agreed between the parties that all improvements herein stipulated over those set out in the previous Agreement shall be effective from the ratification date of this Agreement unless otherwise specified herein.
- b) It is understood that increases in wage rates on Schedule «A» as a result of classification or grade level adjustments will not be made retroactive.

IN WITNESS WHEREOF the party of the first par and the party of the seconded part have caused their proper officers to affix their signatures the day and year first above written. Executed on this 29th day of August 2006 at Brampton Ontario.

United **Food And Commercial**  
Workers Canada, Local 175      Olymel, s.e.c./l.p.

**SCHEDULE «A»  
SKILL GRADES AND WAGES**

<b>SKILL GRADES</b>	<b>Effective June 1, 2006</b>	<b>Effective June 1, 2007</b>	<b>Effective June 1, 2008</b>
<b>Grade I</b> All operations not listed in higher skill grades	\$16.40		
<b>Grade II</b> Raw Boning (Removal of Meat from carcasses or parts)	\$16.75	\$17.15 \$17.15	\$17.55 \$17.55
Hanging	\$16.75	\$17.15	\$17.55
Tending Circular Cut-up Saw	\$16.75	\$17.15	\$17.55
Pulling Skin on line and in the Portioning room involving work in progress	\$16.75	\$17.15	\$17.55
Wing Splitting	\$16.75	\$17.15	\$17.55
Quality Control (laboratory)	\$16.75	\$17.15	\$17.55
D.S.I. Machine <b>Portioned Meat Pack Out</b>	\$16.75	\$17.15	\$17.55
Housekeeping	\$16.75	\$17.15	\$17.55
Dark Meat Operators	\$16.75	\$17.15	\$17.55

**SCHEDULE «A»  
SKILL GRADES AND WAGES**

<b>SKILL GRADES</b>	<b>Effective June 1, 2006</b>	<b>Effective June 1, 2007</b>	<b>Effective June 1, 2008</b>
<b>Grade III</b>			
Dry Warehouse Control Major Sanitation	\$17.30	\$17.70	\$18.10
<b>Massage Room Control</b>	<b>\$17.30</b>	\$17.70	\$18.10
<b>Cooler Warehousing Control</b>	<b>\$17.30</b>	\$17.70	\$18.10
<b>Machine and/or Line Operating</b> (required to maintain, adjust and operate) one of the following machines and/or lines:	\$17.30	\$17.70	\$18.10
<b>K.F.C. Line</b> (a) Operating a patty line or complex which includes breading, batter, predust and batter mixer machines	\$17.30	\$17.70	\$18.10
(b) Operating the formax machine	\$17.30	\$17.70	\$18.10
(c) Operating the Co2 preblend massage machine	\$17.30	\$17.70	\$18.10
Meat Preparation	\$17.30	\$17.70	\$18.10
D.S.I. Line, Dumping	\$17.30	\$17.70	\$18.10
Bone Line, Dumping	\$17.30	\$17.70	\$18.10
Portioning Line, Dumping	\$17.30	\$17.70	\$18.10
Meat Shovelers	\$17.30	\$17.70	\$18.10
Scaler	\$17.30	\$17.70	\$18.10

**SCHEDULE «A»  
SKILL GRADES AND WAGES**

<b>SKILL GRADES</b>	<b>Effective June 1, 2006</b>	<b>Effective June 1, 2007</b>	<b>Effective June 1, 2008</b>
<b>Patty Lines</b> (a) Operating a patty line or complex which includes breader, batter, and formax machines	\$17.30	\$17.70	\$18.10
(b) Operating the Co2 preblend massage machine	\$17.30	\$17.70	\$18.10
<b>Finger Line</b> (a) Operating the Finger making line or complex which includes the batter, breader, predest and batter mixing machines	\$17.30	\$17.70	\$18.10
<b>Fryer Line</b> (a) Operating the Fryer Line or complex	\$17.30	\$17.70	\$18.10
(b) Operating the batter/ breading line or complex	\$17.30	\$17.70	\$18.10
Emulsion Machine Operating	\$17.30	\$17.70	\$18.10
<b>Grade IV</b> Sanitation (not janitorial or garbage)	\$17.50	\$17.90	\$18.30
<b>Grade V</b> Receiving	\$18.05	\$18.45	\$18.85
Line supplying meat preparation raw meat, (Not simply operating power hand truck)	\$18.05	\$18.45	\$18.85



<b>SKILL RADES</b>	<b>Effective June 1, 2006</b>	<b>Effective June 1, 2007</b>	<b>Effective June 1, 2008</b>
<b>Grade VI</b> Truck driver Shipping, Freezer, Warehouse	\$18.30	\$18.70	\$19.10
<b>Grade VII</b> Maintenance Handyman	\$19.12	\$19.52	\$19.92
<b>Grade VIII</b> Experienced and skilled Mechanic not holding	\$20.85	\$21.25	\$21.65
<b>Grade IX</b> Experienced and skilled tradesman holding current papers in a required trade	\$26.75	\$27.15	\$27.55
<b>Grade X</b> Electrician	\$27.00	\$27.40	\$27.80

Note: Wage rates for grades 5, 6 and 10 indicated for June 1, 2006 include a 0.25¢/ hour adjustment which will be effective on June 30, 2006. Wage adjustment for Scaler to grade 3, Dark Meat Operator to grade 2 and Line Supplying to grade 5 will also be effective June 30, 2006.

## MAINTENANCE APPRENTICES

Enrolled in a Certificate Course in a Required Trade

	June 1, 2006	June 1, 2007	June 1, 2008
1st Year Active Service	\$16.22	\$16.62	\$17.02
2nd Year Active Service	\$17.17	\$17.57	\$17.97
1st Year Active Service	\$16.99	\$17.39	\$17.79
2nd Year Active Service	\$17.92	\$18.32	\$18.72
3rd Year Active Service	\$18.67	\$19.07	\$19.47
4th Year Active Service	\$19.67	\$20.07	\$20.47
3rd Year Active Service	\$19.42	\$19.82	\$20.22
4th Year Active Service	\$20.42	\$20.82	\$21.22

- (a) (1) The starting rate will be fifty cents (0.50¢) less than the applicable full rate for the skill grade until completion of the probationary period.
- (2) Progression rates:
- 0 – 12 months            75% of wage rate
  - 12 – 15 months        80% of wage rate
  - 15 – 18 months        85% of wage rate
  - 18 – 21 months        90% of wage rate
  - 21 – 27 months        95% of wage rate
  - more than 27 months 100% of wage rate
- (b) Upon becoming a journeyman, a maintenance apprentice will be regrouped to the appropriate skill grade.
- (c) **Lead Hand Rates:** The Company may appoint lead hands who will receive one dollar (\$1 .00) above the rate for their skill grade while so acting. Lead Hands shall be a member of the bargaining unit and as such shall not have the power to hire, fire, or discipline.
- (d) All current employees (as at November 7, 1998), including all temporary employees, will continue to progress through the progression schedule as set out in (a) (2) of Schedule A in the Collective Agreement.

# LETTER OF AGREEMENT

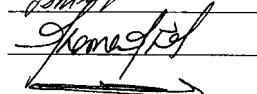
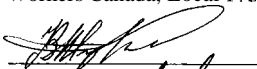
## Re: Attendance Programs

The Company agrees to double the maximum amount previously granted to employees under the attendance program.

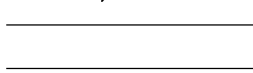
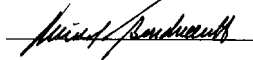
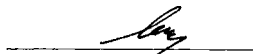
Modification to the program will be discussed with the employee / employer relations committee prior to implementation. The purpose of the modification will be to simplify calculations.

United Food And Commercial  
Workers Canada, Local 175

Olymel, s.e.c./l.p.



Mon Bailey



## LETTER OF AGREEMENT

### Re: Temporary Positions

We wish to confirm our understanding that the Company will post certain temporary positions which become available in the plant.

The posting itself will have the word «TEMPORARY POSITION» clearly stated.

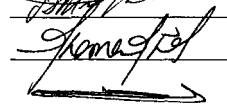
Positions made available due to vacation schedules are not considered «TEMPORARY POSITIONS» and therefore will not be posted.

where the Company wishes to fill a temporary vacancy which it reasonably anticipates will exceed twenty (20) working days in Grade II or a higher grade, it will post the position as a «TEMPORARY POSITION» provided:

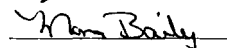
- (i) only persons from the same shift may apply;
- (ii) the procedure in Article 15.11 of the Collective Agreement will be followed;
- (iii) the Company can fill in its discretion any such vacancy until the selection process is complete;
- (iv) it is understood that Article 15.11 (d) does not apply to temporary positions;
- (v) Article 15.11 c) will be amended for temporary positions so that only the original vacancy will be posted by the Company; and
- (vi) notwithstanding any other provisions in the Collective Agreement a successful applicant from a higher grade will get the pay rate for the lower grade which he has bid.

United Food **And** Commercial  
Workers Canada, Local 175 Olymel, s.e.c./l.p.

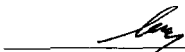
  
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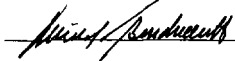
  
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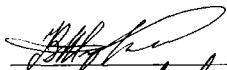
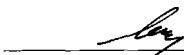
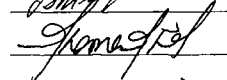
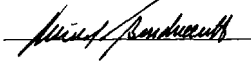

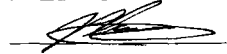
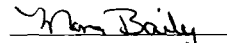

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## LETTER OF AGREEMENT

### Re: Pay cheques

In the event there is an error in any employee's pay cheque to the extent of four (4) hours pay or more, the Company upon being advised of the error, will issue a separate cheque by the next pay period.

United Food And Commercial  
Workers Canada, Local 175 Olymel, s.e.c./l.p.


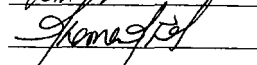

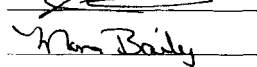
## LETTER OF AGREEMENT


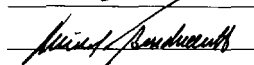
Effective November 12, 1993

It is the Company's intention to carry on the actual practice (based upon seniority) concerning employee temporary transfers of more than one (1) hour.

United Food And Commercial  
Workers Canada, Local 175

Olymel, s.e.c./l.p.

  
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## LETTER OF AGREEMENT

### Subject: Seven (7) Day Operation

1. a) The standard work week shall consist of
  - Five (5) consecutive days of eight (8) hours (afternoon shift-production), or
  - Four (4) consecutive days of ten (10) hours (day shift-production), or
  - Three (3) consecutive days of ten (10) hours, twelve (12), and twelve (12) hours (Total of thirty four (34) hours), Friday to Sunday.
  - From Monday 0H00 to Sunday 24H00.
- b) Employees assigned to the three (3) day shift will be classified as full-time employees covered by this Collective Agreement.

The following provisions of this letter apply to employees on a seven (7) day operating schedule.

#### **6.03 Arbitration**

«Working days», as referred to in this Agreement, shall be defined as Monday to Friday inclusive.

#### **7.01 Management Grievances**

«Working days)), as referred to in this Agreement, shall be defined as Monday to Friday inclusive.

#### **10.02 Wages, new operations**

«Working days,, as referred to in this Agreement, shall be defined as Monday to Friday inclusive.

#### **15.11 a) Overtime, regular days off or holidays**

Replace reference to 3 point five (3.5) and ten (10) working days by seven (7), seven (7), fourteen (14) calendar days.

#### **11.01 c) Shift Premium**

Standard eight (8), ten (10) or twelve (12) on his respective shifts.



## **12.02 Article 12 – Hours of Work and Overtime**

- a) The standard work week shall consist of forty (40) hours, thirty four (34) hours in the case of a three (3) day work week Monday 0 h to Sunday 24 h.
- b) The standard work day shall be:
- five (5) consecutive days of eight (8) hours (afternoon shift production); or
  - four (4) consecutive days of ten (10) hours (day shift production); or
  - three (3) consecutive days of ten (10) and twelve (12) and twelve (12) hours. Friday to Sunday.

- 12.03** a) Overtime at the rate of time and one half the employee's regular hourly rate shall be paid for all overtime hours worked in excess of the standard work week or the standard workday and double the employee's regular hourly rate for all overtime hours worked on Sundays providing Sunday is not a standard workday in which case time and one half the employee's regular hourly rate shall apply.

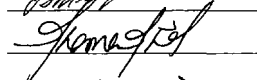
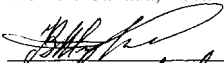
For the purposes of weekend overtime for the people working the weekend shift, Tuesday will be their designated Sunday and as such, all hours worked on Tuesday will be paid at double the employees regular hourly rate.

- 12.03** b) Add at the end: provided it is not a three (3) day work week.
- 14.01** a) Last paragraph, last sentence: to replace "Monday through Friday" by "during the employees regular work week".
- 19.01** a) Following adjustments will be made:

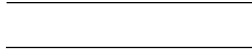
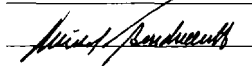
8 hrs / day: two (2) 10 minutes breaks  
10 hrs / day: three (3) 10 minutes breaks  
12 hrs / day: four (4) 10 minutes breaks

United Food And Commercial  
Workers Canada, Local 175

Olymel, s.e.c./l.p.



Maria Bailey



## LETTER OF AGREEMENT

### Re! Casual Employees


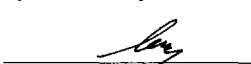
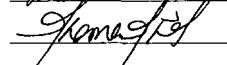
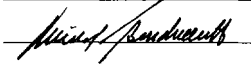
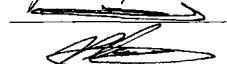
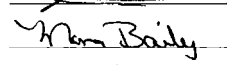

#### **Definition:**

A Casual employee is an on call employee whose presence at work is required occasionally to replace an absent employee.

1. The Company may call in Casual employee to replace full-time employees who are absent from work due to illness, accident, vacation outside the normal vacation period, authorized leave of absence and parental leave. However, the Company will have a maximum of twelve (12) casual employees in the plant at any time. Should special circumstances arise the company will contact the Local Union Representative and the parties may agree to an increased number of casual employees.
2. Casual employees will pay union dues, and will be paid at the rate of the job which they are replacing, and they will not have benefit coverage.
3. Casual employees will not be used when a layoff is in effect unless the laid off employees choose not to accept the recall.
4. Casual employees will not perform overtime work normally done by a regular Pull-time employee, unless the overtime has been refused by all regular full-time employees.
5. The Company agrees that this letter will not be in effect and Casual employees will not be called in until Articles 15.11 and 15.12 have been exhausted and the regular full-time employees have been given the opportunity to replace extended temporary absences (vacations, parental leaves, weekly indemnity, workmen compensation and authorized leave of absence).

6. The Company will provide a list of the employees who are being replaced and their shift; the reason for the replacement and the period of time the employees will be absent for. The list will be forwarded to the Union office on a weekly basis. A copy of such list will also be provided to the chief steward and all the Union stewards.

United Food And Commercial  
Workers Canada, Local 175      Olymel, s.e.c./l.p.

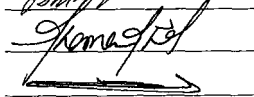
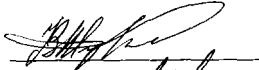
	
	
	
	
	

# LETTER OF AGREEMENT

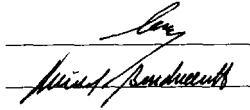
## Re: Direct Deposit

The Company will offer the option of direct deposit to all employees who so wish it and all others will be issued a standard pay cheque, every new employee hired after the date of ratification will receive his pay by direct deposit only.

United Food And Commercial  
Workers Canada, Local 175 Olymel, s.e.c./l.p.



Mona Bailey



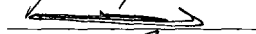
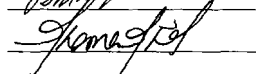
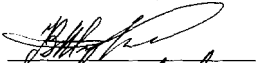
## LETTER OF AGREEMENT

### Re: Time Limits

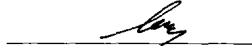
In view of recent changes to the Ontario Labour Relations Act, and resulting decisions there from, and in view of the parties' history of amiable Labour Relations, the parties agree to the following:

- That neither party shall raise or proceed with a timeliness issue argument regarding filing for arbitration without first giving the other party written prior notice of its intent to do so.
- Should either party serve such notice on the other party the parties further agree that the final time frame in the Collective Agreement respecting «filing for arbitration), shall then be triggered.
- The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this Agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

United Food And Commercial  
Workers Canada, Local 175      Olymel, s.e.c./l.p.



Mark Bailey



## LETTER OF AGREEMENT

### Re: Plant congestion

As per our conversation during negotiations, we have come up with the following short term and long term solutions to plant congestion.

#### SHORT TERM:

Equipment not in use will be moved from the production area.

Meat for Montreal will be stored in the freezer for loading, first thing in the morning.

Unused poultry will be stored in a trailer.

#### LONG TERM:

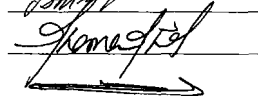
We will convert part of the existing freezer into a cooler storage area for work-in-process meat only.

We will build a galvanized walkway around the parameter of the existing cooler.

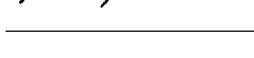
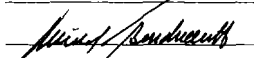
These are subject to budget approval, which will occur towards the end of November.

United Food And Commercial  
Workers Canada, Local 175

Olymel, s.e.c./l.p.



Norm Bailey



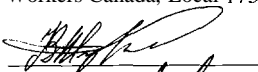
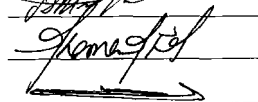
## LETTER OF AGREEMENT

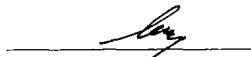
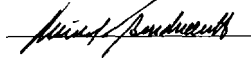
### Re: Parking facilities

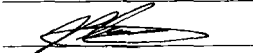
As per our conversation during negotiations, I wish to confirm that we will be expanding the parking lot by approximately twelve (12) feet.

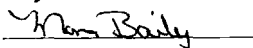
We will also be installing an electronic gate to control the flow of traffic. This should be completed by the end of September 2000.

United Food And Commercial  
Workers Canada, Local 175      Olymel, s.e.c./l.p.

  
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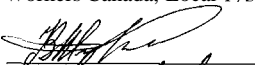
## LETTER OF AGREEMENT

### Re: Posting of back up positions

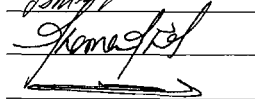
Within thirty (30) days of the signature of the agreement, the Company agrees to repost all existing back up positions. It is also understood that the employee getting the back up position will not be restricted from applying on another job.

Back up position is defined as a temporary position and duties to replace an existing specialized employee who is off work.

United Food And Commercial  
Workers Canada, Local 175 Olymel, s.e.c./l.p.



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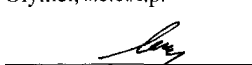
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Norm Bailey

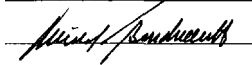
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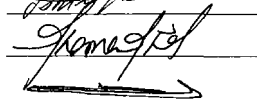
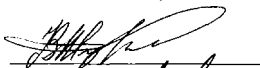
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## LETTER OF AGREEMENT

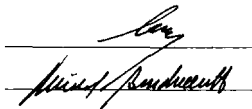
### Re: Definition of harassment and no violence

The Company agrees that the Union may put the definition of harassment and no violence or abuse policy on the bulletin boards allowed for Union's business. These definitions have been discussed during negotiations and the Union will give training to the stewards concerning the application of this policy.

United Food And Commercial  
Workers Canada, Local 175      Olymel, s.e.c./l.p.



Man Bailey



## LETTER OF AGREEMENT

### Re: Direct payment card

The Company agrees to introduce a direct payment card administered by ESI under the following conditions:

- 1. Mandatory positive enrolment**
  - Update employee information concerning dependants.
- 2. Renewal of prescriptions**
  - No prescription will be renewed before 2/3 of the preceding treatment's duration has expired.
- 3. Dispensed duration**
  - The employee won't be able to buy more than three (3) months prescription at the same time for chronic drugs and thirty-one (31) days for other drugs.
- 4. Maximum fee and cap margin**
  - ESI will establish a maximum amount to be reimbursed to the employee for each medication. In the case where the pharmacist will charge more than the maximum eligible amount provided in the system, the employee will have to pay the difference and will be reimbursed by Olymel upon presentation of a valid receipt.
- 5. Hospital drug formulary**
  - Exclusion of all drugs administered in a hospital that should be paid by the province.
- 6. Mandatory generic substitution**
  - The program will continue to provide same coverage on medication as the one in effect prior to the expiration of the previous agreement. However, the refund to the employee will be limited to the price of the generic drug as long as it is available. If it's not available, the brand name will be covered. If an employee

is allergic to a generic drug, he will be eligible to the brand name drug.

7. **Fees per claim**

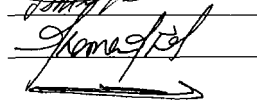
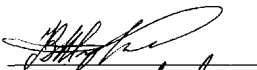
- A \$5.00 fee per drug claim for a refund demand sent in the paper format.

8. **Drug interaction and multiple therapies**

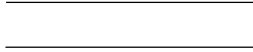
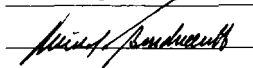
- Warning signal if the drug interaction is severe
- Signal if the delivered drug's belongs to the same therapeutic class as another drug previously used by the patient.
- Prevention for patients consulting many doctors and pharmacists.

Once a year, the employee / employer relations committee will meet to review the experience of the program and discuss any measures to be taken for the benefit of the program.

United Food And Commercial  
Workers Canada, Local 175 Olymel, s.e.c./l.p.



Norm Bailey



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## BENEFITS DEPARTMENT



**Sherree Backus**  
Benefits Representative



**Emmanuelle Lopez-Tambasco**  
Benefits Representative



**Diana Chaparro**  
Benefits Intake Representative



**Leslie Flores**  
Benefits Intake Representative

## COMMUNICATIONS DEPARTMENT



**Lien Huynh**  
Servicing  
Representative



**Cheryl Mumford**  
Communications  
Representative



**Jennifer Tunney**  
Communications  
Representative

### REGIONAL OFFICE:

2200 Argentia Road, Mississauga, Ontario L5N 2K7  
Phone: (905) 821-8329 Fax (905) 821-7144  
Toll-free outside Metro Toronto (800) 565-8329

## LEGAL DEPARTMENT



**Naveen Mehta**  
Senior Legal Counsel



**Georgina Watts**  
Senior Legal Counsel



**Michael Hancock**  
Legal Counsel



**Rebecca Woodrow**  
Legal Counsel



**Fernando Reis**  
Union Representative

### PROVINCIAL OFFICE:

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Phone: (905) 821-8329 Fax (905) 821-7144  
Toll-free outside Metro Toronto  
(800) 565-8329

## ORGANIZING TEAM



**Michael Duden**  
Organizing Co-ordinator



**Steve Robinson**  
Union  
Representative



**Kevin Shimmin**  
Union  
Representative

## HEALTH & SAFETY



**Janice Klenot**  
Health & Safety Representative

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## TRAINING & EDUCATION CENTRE



**Victor Carrozzino**  
Education Director



**Georgina Broeckel**  
Education Staff



**Gail Carrozzino**  
Education Staff



**Kelly Nicholas**  
Education Staff



**Ashley Vink**  
Education Staff



**Dave White**  
Education Staff

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Toll-free outside Metro Toronto

(800) 565-8329



## CENTRAL EAST REGION



**Luc Lacelle**  
Director Central East



**Jehan Ahamed**  
Union Representative



**Mona Bailey**  
Union Representative



**Tim Deelstra**  
Union Representative



**John DiFalco**  
Union Representative



**John DiNardo**  
Union Representative



**Anthony Dillaino**  
Union Representative



**Paul Jokhu**  
Union Representative



**Rob Nicholas**  
Union Representative

### REGIONAL OFFICE:

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(800) 565-8329

## CENTRAL WEST REGION



**Harry Sutton**  
Director Central West



**Sam Caetano**  
Servicing Representative



**Matt Davenport**  
Union Representative



**Joe DeMelo**  
Union Representative



**Linval Dixon**  
Union Representative



**Rick Hogue**  
Union Representative



**Fernando Reis**  
Union Representative



**Dan Serbin**  
Union Representative



**Kelly Tosato**  
Union Representative

### REGIONAL OFFICE:

412 Rennie Street, Hamilton, Ontario L8H 3P5  
Phone: (905) 545-8354 Fax (905) 545-8355  
(800) 567-2125

## EASTERN REGION



**Dan Lacroix**  
Director



**Simon Baker**  
Union Representative



**Chris Fuller**  
Union Representative



**Paul Hardwick**  
Union Representative



**Marilyn Lang**  
Union Representative



**Daniel Mercier**  
Union Representative



**Jacques Niquet**  
Servicing Representative

### REGIONAL OFFICE:

20 Hamilton Ave. North, Ottawa, Ont. K1Y 1B6  
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(800) 267-5295

## NORTHERN REGION



**Shawn Haggerty**  
Executive Assistant to the President



**Colby Flank**  
Union Representative



**David Noonan**  
Union Representative

### REGIONAL OFFICE:

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## SOUTH CENTRAL REGION



**Jim Hastings**  
Executive Assistant to the President



**Judith Burch**  
Union Representative



**Sylvia Groom**  
Union Representative



**Ai-la Mattioli**  
Servicing Representative



**Brenda Simmons**  
Servicing Representative



**Mario Tardelli**  
Servicing Representative

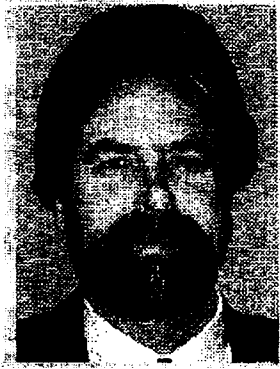
### REGIONAL OFFICE:

2200 Argenta Road, Mississauga, Ontario L5N 2K7

Phone: (905) 821-8329 Fax (905) 821-7144

Toll-free outside Metro Toronto  
(800) 565-8329

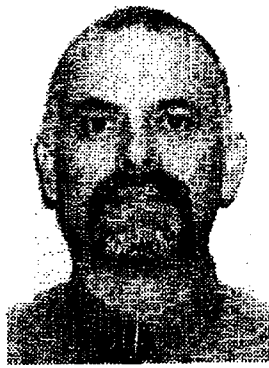
# SOUTH WEST REGION



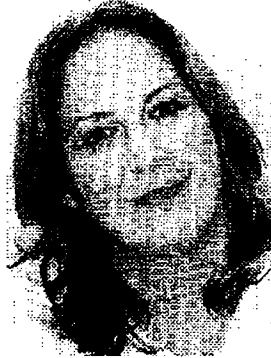
**Ray Bromley**  
Director



**Wendy Absolom**  
Union Representative



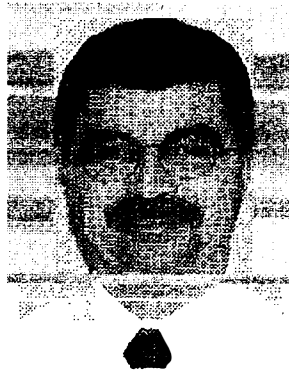
**Kevin Dowling**  
Union Representative



**Julie Johnston**  
Union Representative



**Angus Locke**  
Union Representative



**Roy Reed**  
Union Representative



**Rick Wauhkonen**  
Union Representative

## REGIONAL OFFICE:

124 Sydney St. South, Kitchener, Ont. N2G 3V2  
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