



COLLECTIVE AGREEMENT

BETWEEN

OLYMEL s.e.c./l.p.
318, Orenda Road
Bramalea, Ontario
(hereinafter called the «Company»)

AND

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**
(hereinafter referred to as the “Union”)

TERM

2017 – 2023

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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 and such permission shall not be unreasonably withheld, provided that operational requirements are met.

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 two (2) stewards on all shifts of Plant 1 and Plant 2 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 or night, the 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. In the event a representative from one of the above shifts is absent, the Union shall assign a replacement from any shift.
- 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 there is no steward on the shift, it is understood that the employee will have the right to another bargaining unit employee on the shift to serve as a witness for him or her. It is further understood that the employee will have the right to choose his or her witness.

- iv) 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 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 to his supervisor. He shall have the assistance of his steward if he so desires. The supervisor shall give his decision within three (3) working days following the presentation of the grievance to him. If the supervisor'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 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 Department Manager, who shall consider it in the presence of the person or persons presenting same, and render his decision 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 the grievance to Human Resources and the employee, accompanied by a steward, shall meet as promptly as possible with the Human Resources Manager and such other person(s) as Management may desire, to consider the grievance. At this stage they may be accompanied by the Chief Union Steward and a full-time representative of the Union. The Human Resources 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 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 signed by an employee may be considered in the Grievance Procedure but in no event will be subject to arbitration.

The time limits in this Article may be extended if both parties agree in writing.

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 Step 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 5 above, and which has not been settled, will be referred to Arbitration, at the written request of either of the parties hereto.

6.02 Within five (5) working days of the request for arbitration, the parties will try to agree on an Arbitrator.

Should the parties fail to agree on the choice of an Arbitrator, then the Minister of Labour of the Province of Ontario will be asked to appoint an Arbitrator.

6.03 The decision of the Arbitrator shall be binding on both parties.

6.04 The Arbitrator 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.

6.05 Each of the parties to this Agreement share equally the fees and expenses of the Arbitrator.

6.06 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 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.

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 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 misdemeanour 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 LOCK-OUTS

- 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», «B» and «C» 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. Until the parties agree, the applicable skill grade level will be the level established in the Company's notice.

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 Arbitrator 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) 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 half-way through each shift.

12.06 Overtime scheduling

1. Daily overtime

- a. When the Company decides that overtime work is necessary it will be assigned to employees on the same shift, in the same plant, who are performing the work required, provided they are ready and available for such work.

Overtime work will be assigned by seniority. For Skill Grades I and II, overtime will be assigned to employees on the line they work from Monday to Friday.

- b. In all other Skill Grades, including maintenance, available overtime work will be assigned to senior employees who normally perform the work in the same plant on the shift available.

2. Weekend overtime

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.

- a. For Skill Grades I and II, 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.
 - If a single shift of overtime is required, it will be rotated equally between day and afternoon shifts personnel;
 - If a double shift of overtime is required on a Saturday or a Sunday, overtime on the first shift will be offered to day shift personnel and overtime on the second shift will be offered to afternoon shift personnel;
 - When overtime is required on a Saturday and/or Sunday in skill grades III and up, it will be offered to employees who normally perform the work from Monday to Friday.
- b. Employees who have volunteered for scheduled overtime and who without just cause do not show up for work or who cancel their availability less than 4 (four) hours prior to the end of their last shift before the weekend overtime, will not be offered future overtime for a period of two (2) consecutive scheduled overtime days.

3. General provisions

- a. Any employee who is offered overtime work and refuses shall be deemed to have waived or abandoned his entitlement to overtime.

- b. 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).
- c. Any issue arising from the application of the above will be discussed with the labour management committee.
- d. For Dumpers, Scalers, Palletizers, and Machine Operators, normally performing the work shall be defined by job classification within the department.
- e. 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 or thigh deboning), 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.

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 by the last Thursday in September. Vacation pay will be paid on a separate deposit.

- 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 days' 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.

13.12 Subject to the foregoing ten percent (10%) rule set out in article 13.08 above, the Company will allow employees to take vacation one day at a time, for vacation entitlement left unscheduled after the final schedule referred to in article 13.07 above has been posted.

13.13 The company agrees to respond within five (5) working days after receiving any vacation request submitted after the final schedule is posted, pursuant to article 13.07 above.

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
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Labour Day
- Fixed Floater
- Thanksgiving Day
- Christmas Day
- Boxing Day

- Canada Day
- Civic Holiday
- One-half day before New Year's Day
- One-half day before 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 (1½) 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 month 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 an error in regards to his seniority 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.), SEPA, Marel Tender, Stork;
2. Portioning (finger cutting,);
3. D.S.I. (X-Ray and slitter);
4. Thigh deboning;
5. Shipping Plant 1;
6. Shipping Plant 2;
7. Receiving Plant 1;
8. Receiving Plant 2;
9. Breaded department (including I.Q.F.);
10. Clean up (sanitation and housekeeping) Plant 1;
11. Clean up (sanitation and housekeeping) Plant 2;
12. Maintenance Plant 1;
13. Maintenance Plant 2;
14. 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 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 For clarity, seniority is determined on the length of continuous service in the employ of the Company.

15.03 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.

15.04 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.

15.05 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.

15.06 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).

- c) It is agreed if the employer requests an FAF, the employer will reimburse the employee the cost of it.

ARTICLE 16 - LAY-OFFS

- 16.01 a) When lay-off of one (1) full shift or less occurs within skills grades I, II or III, plant seniority (in Plant 1 or Plant 2) on the shift shall prevail providing the employee retained has the skill and the ability to perform the work satisfactory. When skills are relative lay 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.
- b) When lay-off of one (1) full shift or less occurs in grade four (4) to grade ten (10), department seniority on that shift (Plant 1 or Plant 2) 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.
- 16.02 When lay-off of more than one (1) shift but less than four (4) weeks occurs, plant wide seniority (Plant 1 and Plant 2) shall prevail as long as the employee can do the work in a satisfactory manner within a refresher training and/or familiarization period of up to a maximum of five (5) days for the job (excluding sanitation and maintenance). Both parties agree that lay-offs are to be in reverse order of seniority.
- It is agreed that once an employee has chosen a shift preference and skill grade, he will bump the employee with the least seniority in the skill grade.
- 16.03 When lay-off of four (4) weeks or more occurs or is anticipated by the Company, plant wide seniority (in Plant 1 and Plant 2) shall prevail as long as the employee can do the work, including sanitation, 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.

It is agreed that once an employee has chosen a shift preference, job classification and skill grade, he will bump the employee with the least seniority in the job classification in the skill grade for the shift chosen.

- 16.04 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.
- 16.05 The Company recalls employees at work on the basis of plant 1 and plant 2 seniority.
- 16.06 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.
- 16.07 The employer agrees that if a job is to be eliminated they will give the affected employees two (2) weeks' notice.

ARTICLE 17 - VACANCIES AND JOB POSTINGS

- 17.01 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) Should the job vacated by an employee transferred under these provisions need to be filled, then it will be posted. In the event the job does not need to be filled, the Company shall notify the Chief Steward.
- 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 and 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 proceeding 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.
- 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.
- h) The successful applicant on a posted position has a right to a familiarization period of up to ten (10) shifts. It is understood that the successful applicant can return to his original position within the ten (10) shifts familiarization period.

17.02 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.

17.03 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.

- d) Where the Company decides that it is necessary to temporarily transfer employees from one department or job classification to another and where employees asked to transfer do not volunteer to accept the transfer, then the Company shall transfer the most junior employee in the department who has the skill necessary to immediately perform the job.
- e) Where the Company decides that it is necessary to temporarily transfer employees from one plant to the other and where employees asked to transfer do not volunteer to accept the transfer, then the Company shall transfer the most junior employee in the plant who has the skill necessary to immediately perform the job. The Employer shall give notice before the end of the employee's shift.

ARTICLE 18 - BULLETIN BOARDS

- 18.01 The Company agrees that the Union shall have the use of a lock and key notice board in each plant for the posting of Union notices. All such notices prior to posting must have the approval of management.

ARTICLE 19 - SAFETY AND HEALTH

- 19.01 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 employees.

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.

Effective June 1, 2019 the Employer's allowance will increase to one hundred and thirty dollars (\$130.00).

Effective June 1, 2020 the Employer's allowance will increase to one hundred and thirty five dollars (\$135.00).

c) The Company will provide a suitable two (2) piece suit for the employees 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.

19.02 There shall be a Safety Committee in each plant 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.

19.03 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.

19.04 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 15.02 b) 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 20 - LEAVE OF ABSENCE

- 20.01 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 21 - REST PERIODS

- 21.01 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.

- 21.02 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 22 - REPORTING ALLOWANCE AND CALL IN PAY

- 22.01 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 23 - BEREAVEMENT PAY

- 23.01 In the event of the death of a member of an employee's family, the employee will be granted a leave of absence as follows.

The leave of absence will be as follow:

- a) Five (5) days for a spouse, same sex partner, common law spouse or husband, child, father, mother, grand child.
- b) Three (3) days for brother, sister, mother in law, father in law.
- c) One (1) day for grand parent, brother or sister in law.

- 23.02 a) If an employee is unable to attend the funeral of a spouse, same sex partner, common law spouse, child or parent, due to family member living in another country, he will receive pay accordingly to 23.01.
- 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.
- 23.03 The Company may require that satisfactory evidence of bereavement be furnished by an employee in the event of a claim under this Article 23.

ARTICLE 24 - SICK AND WELFARE PLANS

- 24.01 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 thirty-six (36) weeks. This Weekly Indemnity Plan shall be fully integrated with the Employment Insurance Plan. As such, the Weekly Indemnity Plan will provide a weekly indemnity allowance equivalent to sixty-six and two-thirds percent (66 2/3%) of weekly earnings up to the weekly maximum indemnity established under the Employment Insurance Plan less any Employment Insurance benefits payable to the disabled employee.

The Company shall provide an advance for employees who are in the waiting period of weekly indemnity and who have requested such advance. This advance shall be equivalent to four (4) weeks of weekly indemnity allowance.

The employee, upon receipt of the weekly indemnity benefit from either the Employment Insurance or the Weekly Indemnity Plan, shall reimburse this advance. In the case where the employee fails to reimburse the Company, the Company can withhold any owed amounts from the employee's accrued vacation or any other amount that the Company holds on the employee's behalf. The employee who so contracts such advance agreement with the Company also agrees to sign a reimbursement agreement.

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.

The parties agree to the following clarifications of the above language.

1. "Weekly earnings" the weekly earnings of an employee will be the gross amount paid by the Employer for the weeks used in this calculation.

2. "Twenty weeks" the twenty weeks refers to week of earnings of the employee to which the employer has paid. Should the number of weeks be reduced due to the exclusion of a WCB (WSIB) benefit, Weekly Indemnity benefit, week(s) of Vacation and or weeks of no earnings due to a Lay-off, the Employer will then increase the number of weeks to be used in the calculation past the indicated twenty weeks to 21, 22, 23 etc. until the twenty weeks of earnings paid by the Employer have been identified for the calculation.

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 thirty-six (36) weeks of benefits will be available to the employee).

i) Effective on ratification of this Agreement, thirty thousand dollars (\$30,000) LIFE INSURANCE coverage for all eligible employees and the plan to continue to provide the Double Indemnity.

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 Extended health Care Plan shall include a 5\$ deductible per prescription for patent and brand name drugs. There shall be no deductible for generic drugs.

e) UFCW Local 175/633 Ontario Dental Benefit Trust fund

- 1) The Company agrees to contribute forty-six cents (46¢) 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, 2019 the Employer's contributions will increase to fifty-one cents (51¢).

Effective June 1, 2020 the Employer's contributions will increase to fifty-six cents (56¢).

Effective June 1, 2022 the Employer's contributions will increase to sixty-one cents (61¢).

- 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.
- f) The Company will continue to pay the premiums for eligible employees in respect of the existing Eye Care Plan. Such Plan provides a reimbursement of up to two hundred dollars (\$200.00) every twenty-four (24) months with no deductible, for either glasses or contact lenses.

The Eye care plan will include eye exams at a maximum of one (1) every twenty-four (24) months.

24.02 Premiums for Benefits

The Company will pay 100% (50% for Class C employees – considering any fiscal constraints) of the premiums for the various health and welfare benefits provided for in Article 24 of this Agreement on behalf of eligible employees while they are actively at work.

The premiums will continue to be payable by the Company and the employee, if applicable, during the period during which the employee is entitled to Weekly Indemnity Benefits pursuant to the Company Plan. Coverage will be maintained as long as the employee is paying its premiums, where applicable.

Should the Employee still be disabled after the short term disability (weekly indemnity) and qualifies for life insurance waiver of premiums, the Company and the employee of schedule “C” will continue to pay their share of the premiums, considering that the Weekly indemnity benefit coverage will cease and that the life insurance premiums are waived. Coverage will be maintained as long as the employee is paying its premiums, but not beyond age 65. For clarity purposes, Schedule A&B employees who qualifies under this paragraph, the Company will pay the full premium.

If an employee is laid-off, the Company and the schedule “C” employee will continue to pay their share of the premiums for a period not exceeding 3 months. The Weekly Indemnity Benefits coverage will cease during the period of lay-off and the premiums for such benefits will not be required. Coverage excluding Weekly Indemnity Benefits will be maintained as long as the employee is paying its premiums, but not beyond 3 months. For clarity purposes, Schedule A&B employees who qualifies under this paragraph, the Company will pay the full premium.

ARTICLE 25 - PENSION PLAN

- 25.01 a) The Employer will cease its participation to the CCWIPP upon implementation of the new Defined Contribution (DC) Plan.
- b) The Employer will set up a Defined Contribution (DC) Plan, no later than December 15th, 2013.
- c) In order to benefit from economies of scale with the other group of employees and to facilitate the set-up, the service provider will be Industrial Alliance.
- d) Employees will be able to select their own investment funds among those offered by industrial Alliance.
- e) The administration of the DC Plan will be in compliance with all applicable fiscal and pension laws and regulations.
- f) The Employer will contribute eight-hundred dollars (800\$) per employee. Such annual amount will be deposited to the DC Plan in the name of the employee, in each year of the collective agreement as follows:
- Effective June 1st, 2019 the contributions to the DC plan will increase to eight-hundred-fifty dollars 850\$.
 - Effective June 1st, 2020 the contributions to the DC plan will increase to nine-hundred dollars 900\$.
 - Effective June 1st, 2021 the contributions to the DC plan will increase to nine-hundred-fifty dollars 950\$.
 - Effective June 1st, 2022 the contributions to the DC plan will increase to one-thousand dollars 1,000\$.

- i. The contributions to the DC Plan shall be made on June 1st of each year of the collective agreement for all regular employees at such time;
- ii. Employees on probation as of June 1st of each year shall have their contribution made to the DC Plan once their probationary period is completed.

ARTICLE 26 - GENERAL

- 26.01 In the event of a discharge, suspension for more than three (3) 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.
- 26.02 The Company will not assign work normally performed by employees in the bargaining unit to foreman except for urgent situations.
- 26.03 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.
- 26.04 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.
- 26.05 The Company agrees to pay half the cost of the printing of the Collective Agreement.
- 26.06 The Company agrees to maintain its' current practise regarding clean up time.

26.07 It is agreed that all Letters of Agreement included herein form an integral part of the Collective Agreement.

ARTICLE 27 - UNION SECURITY

27.01 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 28 - TERMINATION

28.01 This Agreement shall remain in full force and effect from February 27, 2017 to May 31, 2023, 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.

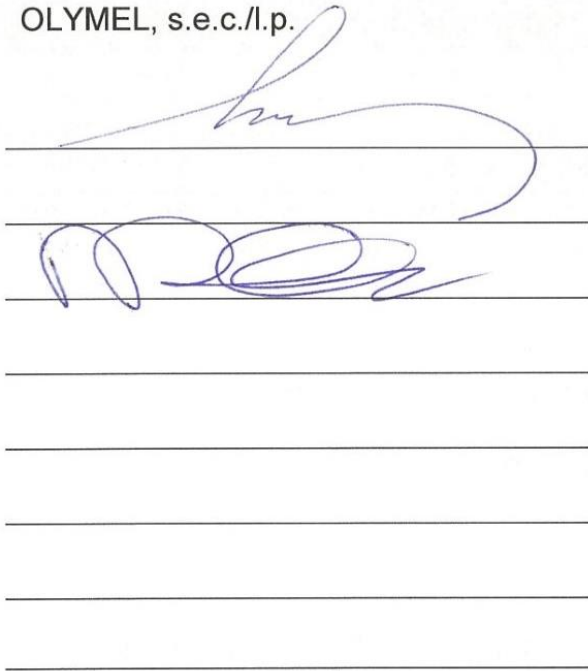
28.02 - WAGES

- 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) The January 1st 2017 wage increase of forty cents (40¢) outlined above is paid retroactively to January 1st 2017 for all hours worked, including hours paid for statutory holidays, to employees employed by Company on the date of ratification of the collective agreement (Schedule «A» and «B»).

IN WITNESS THEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first above written.

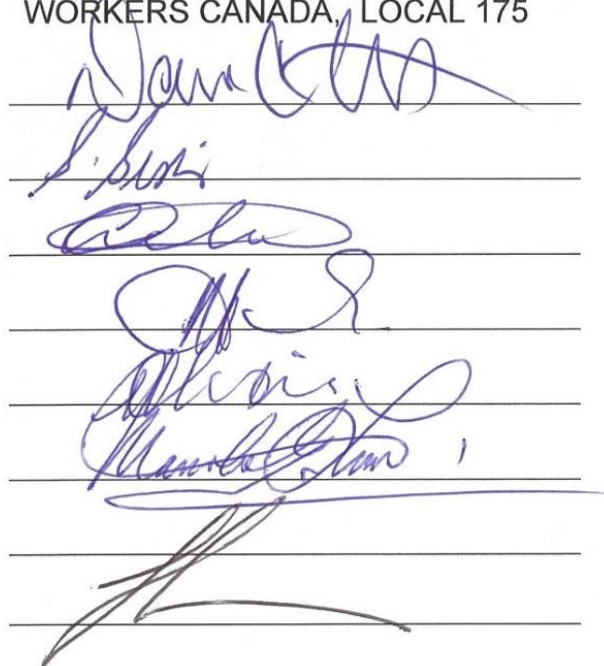
Executed on this 9 day of March 2017 at Brampton, Ontario.

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



Two handwritten signatures in blue ink on lined paper. The first signature is a cursive 'L' followed by a long horizontal stroke. The second signature is a cursive 'M' followed by a long horizontal stroke.

UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCAL 175



Five handwritten signatures in blue ink on lined paper. The first signature is a cursive 'J' followed by a long horizontal stroke. The second signature is a cursive 'S' followed by a long horizontal stroke. The third signature is a cursive 'A' followed by a long horizontal stroke. The fourth signature is a cursive 'M' followed by a long horizontal stroke. The fifth signature is a cursive 'L' followed by a long horizontal stroke.

**SCHEDULE «A»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED BEFORE OCTOBER 5th 2013**

| GRADES | January 1, 2017 | January 1, 2018 | January 1, 2019 | January 1, 2020 | 1January 1, 2021 | January 1, 2022 |
|---|----------------------------|----------------------------|----------------------------|----------------------------|-----------------------------|----------------------------|
| Grade I | | | | | | |
| All operations not listed in higher skill grades | 19.50 \$ | 19.90 \$ | 20.30 \$ | 20.70 \$ | 21.15 \$ | 21.60 \$ |
| Grade II | | | | | | |
| Raw Boning (Removal of Meat from carcasses or parts) | 19.85 \$ | 20.25 \$ | 20.65 \$ | 21.05 \$ | 21.50 \$ | 21.95 \$ |
| Hanging | 19.85 \$ | 20.25 \$ | 20.65 \$ | 21.05 \$ | 21.50 \$ | 21.95 \$ |
| Tending Circular Cut- up Saw | 19.85 \$ | 20.25 \$ | 20.65 \$ | 21.05 \$ | 21.50 \$ | 21.95 \$ |
| Pulling Skin on line and in the Portioning room involving work in progress | 19.85 \$ | 20.25 \$ | 20.65 \$ | 21.05 \$ | 21.50 \$ | 21.95 \$ |
| Feeder | 19.85 \$ | 20.25 \$ | 20.65 \$ | 21.05 \$ | 21.50 \$ | 21.95 \$ |
| Wing Splitting | 19.85 \$ | 20.25 \$ | 20.65 \$ | 21.05 \$ | 21.50 \$ | 21.95 \$ |
| Quality Control (laboratory) | 19.85 \$ | 20.25 \$ | 20.65 \$ | 21.05 \$ | 21.50 \$ | 21.95 \$ |
| D.S.I. Machine Portioned Meat Pack Out | 19.85 \$ | 20.25 \$ | 20.65 \$ | 21.05 \$ | 21.50 \$ | 21.95 \$ |
| Housekeeping | 19.85 \$ | 20.25 \$ | 20.65 \$ | 21.05 \$ | 21.50 \$ | 21.95 \$ |
| Dark Meat Operators Dark Meat Feeders | 19.85 \$ | 20.25 \$ | 20.65 \$ | 21.05 \$ | 21.50 \$ | 21.95 \$ |

**SCHEDULE «A»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED BEFORE OCTOBER 5th 2013**

| SKILL GRADES | Effective January 1, 2017 | Effective January 1, 2018 | Effective January 1, 2019 | Effective January 1, 2020 | Effective January 1, 2021 | Effective January 1, 2022 |
|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Grade III | | | | | | |
| Dry Warehouse Control Major Sanitation | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Massage Room Control | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Cooler Warehousing Control | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Machine and/or Line Operating (required to maintain, adjust and operate) one of the following machines and/or lines: | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| K.F.C. Line (a) Operating a patty line or complex which includes breasting, batter, predust and batter mixer machines | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| (b) Operating the formax machine | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| (c) Operating the Co2 preblend massage machine | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Meat Preparation | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Skid | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| D.S.I. Line, Dumping | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Bone Line, Dumping | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |

**SCHEDULE «A»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED BEFORE OCTOBER 5th 2013**

| SKILL GRADES | Effective January 1, 2017 | Effective January 1, 2018 | Effective January 1, 2019 | Effective January 1, 2020 | Effective January 1, 2021 | Effective January 1, 2022 |
|---|--|--|--|--|--|--|
| Spice Weigher | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Portioning Line, Dumping | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Meat Shovelers | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Scaler | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Garbage Man | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Patty Lines (a) Operating a patty line or complex which includes breader, batter, and formax machines | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| (b) Operating the Co2 preblend massage machine | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Finger Line (a) Operating the Finger making line or complex which includes the batter, breader, predust and batter mixing machines | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Fryer Line (a) Operating the Fryer Line or complex | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| (b) Operating the batter/breading line or complex | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |
| Emulsion Machine Operating | 20.40 \$ | 20.80 \$ | 21.20 \$ | 21.60 \$ | 22.05 \$ | 22.50 \$ |

**SCHEDULE «A»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED BEFORE OCTOBER 5th 2013**

| GRADES | January 1, 2017 | January 1, 2018 | January 1, 2019 | January 1, 2020 | January 1, 2021 | January 1, 2022 |
|--|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Grade IV | | | | | | |
| Sanitation (not janitorial or garbage) | 20.60 \$ | 21.00 \$ | 21.40 \$ | 21.80 \$ | 22.25 \$ | 22.70 \$ |
| Grade V | | | | | | |
| Receiving | 21.15 \$ | 21.55 \$ | 21.95 \$ | 22.35 \$ | 22.80 \$ | 23.25 \$ |
| Line supplying meat preparation raw meat, (Not simply operating power hand truck) | 21.15 \$ | 21.55 \$ | 21.95 \$ | 22.35 \$ | 22.80 \$ | 23.25 \$ |
| Grade VI | | | | | | |
| Truck driver Shipping, Freezer, Warehouse | 21.40 \$ | 21.80 \$ | 22.20 \$ | 22.60 \$ | 23.05 \$ | 23.50 \$ |
| Grade VII | | | | | | |
| Maintenance Handyman | 22.22 \$ | 22.62 \$ | 23.02 \$ | 23.42 \$ | 23.87 \$ | 24.32 \$ |
| Grade VIII | | | | | | |
| Experienced and skilled Mechanic not holding | 23.95 \$ | 24.35 \$ | 24.75 \$ | 25.15 \$ | 25.60 \$ | 26.05 \$ |
| Grade IX | | | | | | |
| Experienced and skilled tradesman holding current papers in a required trade | 29.85 \$ | 30.25 \$ | 30.65 \$ | 31.05 \$ | 31.50 \$ | 31.95 \$ |
| Grade X | | | | | | |
| Electrician | 30.10 \$ | 30.50 \$ | 30.90 \$ | 31.30 \$ | 31.75 \$ | 32.20 \$ |

MAINTENANCE APPRENTICES

Enrolled in a Certificate Course in a Required Trade

| | January 1, 2017 | January 1, 2018 | January 1, 2019 | January 1, 2020 | January 1, 2021 | January 1, 2022 |
|-------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 1st Year Active Service | 19.32 \$ | 19.72 \$ | 20.12 \$ | 20.52 \$ | 20.97 \$ | 21.42 \$ |
| 2nd Year Active Service | 20.27 \$ | 20.67 \$ | 21.07 \$ | 21.47 \$ | 21.92 \$ | 22.37 \$ |
| 3rd Year Active Service | 21.77 \$ | 22.17 \$ | 22.57 \$ | 22.97 \$ | 23.42 \$ | 23.87 \$ |
| 4th Year Active Service | 22.77 \$ | 23.17 \$ | 23.57 \$ | 23.97 \$ | 24.42 \$ | 24.87 \$ |
| 1st Year Active Service | 20.09 \$ | 20.49 \$ | 20.89 \$ | 21.29 \$ | 21.74 \$ | 22.19 \$ |
| 2nd Year Active Service | 21.02 \$ | 21.42 \$ | 21.82 \$ | 22.22 \$ | 22.67 \$ | 23.12 \$ |
| 3rd Year Active Service | 22.52 \$ | 22.92 \$ | 23.32 \$ | 23.72 \$ | 24.17 \$ | 24.62 \$ |
| 4th Year Active Service | 23.52 \$ | 23.92 \$ | 24.32 \$ | 24.72 \$ | 25.17 \$ | 25.62 \$ |

- (a) Upon becoming a journeyman, a maintenance apprentice will be regrouped to the appropriate skill grade.
- (b) 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.

SCHEDULE «B»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED BETWEEN OCTOBER 5th, 2013 AND
DATE OF RATIFICATION

| SKILL GRADES | Effective January 1, 2017 | Effective January 1, 2018 | Effective January 1, 2019 | Effective January 1, 2020 | Effective January 1, 2021 | Effective January 1, 2022 |
|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Grade I | | | | | | |
| All operations not listed in higher skill grades | 17.50 \$ | 17.90 \$ | 18.30 \$ | 18.70 \$ | 19.15 \$ | 19.60 \$ |
| Grade II | | | | | | |
| Raw Boning (Removal of Meat from carcasses or parts) | 17.85 \$ | 18.25 \$ | 18.65 \$ | 19.05 \$ | 19.50 \$ | 19.95 \$ |
| Hanging | 17.85 \$ | 18.25 \$ | 18.65 \$ | 19.05 \$ | 19.50 \$ | 19.95 \$ |
| Tending Circular Cut-up Saw | 17.85 \$ | 18.25 \$ | 18.65 \$ | 19.05 \$ | 19.50 \$ | 19.95 \$ |
| Pulling Skin on line and in the Portioning room involving work in progress | 17.85 \$ | 18.25 \$ | 18.65 \$ | 19.05 \$ | 19.50 \$ | 19.95 \$ |
| Feeder | 17.85 \$ | 18.25 \$ | 18.65 \$ | 19.05 \$ | 19.50 \$ | 19.95 \$ |
| Wing Splitting | 17.85 \$ | 18.25 \$ | 18.65 \$ | 19.05 \$ | 19.50 \$ | 19.95 \$ |
| Quality Control (laboratory) | 17.85 \$ | 18.25 \$ | 18.65 \$ | 19.05 \$ | 19.50 \$ | 19.95 \$ |
| D.S.I. Machine Portioned Meat Pack Out | 17.85 \$ | 18.25 \$ | 18.65 \$ | 19.05 \$ | 19.50 \$ | 19.95 \$ |
| Housekeeping | 17.85 \$ | 18.25 \$ | 18.65 \$ | 19.05 \$ | 19.50 \$ | 19.95 \$ |
| Dark Meat Operators Dark Meat Feeders | 17.85 \$ | 18.25 \$ | 18.65 \$ | 19.05 \$ | 19.50 \$ | 19.95 \$ |

SCHEDULE «B»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED BETWEEN OCTOBER 5th, 2013 AND
DATE OF RATIFICATION

| SKILL GRADES | Effective January 1, 2017 | Effective January 1, 2018 | Effective January 1, 2019 | Effective January 1, 2020 | Effective January 1, 2021 | Effective January 1, 2022 |
|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Grade III | | | | | | |
| Dry Warehouse Control Major Sanitation | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Massage Room Control | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Cooler Warehousing Control | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Machine and/or Line Operating (required to maintain, adjust and operate) one of the following machines and/or lines: | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| K.F.C. Line (a) Operating a patty line or complex which includes breadding, batter, predust and batter mixer machines | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| (b) Operating the formax machine | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| (c) Operating the Co2 preblend massage machine | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Meat Preparation | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Skid | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| D.S.I. Line, Dumping | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Bone Line, Dumping | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |

**SCHEDULE «B»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED BETWEEN OCTOBER 5th, 2013 AND
DATE OF RATIFICATION**

| SKILL GRADES | Effective January 1, 2017 | Effective January 1, 2018 | Effective January 1, 2019 | Effective January 1, 2020 | Effective January 1, 2021 | Effective January 1, 2022 |
|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Spice Weigher | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Portioning Line, Dumping | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Meat Shovelers | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Scaler | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Garbage Man | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Patty Lines | | | | | | |
| (a) Operating a patty line or complex which includes breader, batter, and formax machines | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| (b) Operating the Co2 preblend massage machine | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Finger Line | | | | | | |
| (a) Operating the Finger making line or complex which includes the batter, breader, predust and batter mixing machines | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Fryer Line | | | | | | |
| (a) Operating the Fryer Line or complex | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| (b) Operating the batter/breading line or complex | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Emulsion Machine Operating | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |

SCHEDULE «B»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED BETWEEN OCTOBER 5th, 2013 AND
DATE OF RATIFICATION

| SKILL GRADES | Effective January 1, 2017 | Effective January 1, 2018 | Effective January 1, 2019 | Effective January 1, 2020 | Effective January 1, 2021 | Effective January 1, 2022 |
|---|--|--|--|--|--|--|
| Grade IV | | | | | | |
| Sanitation (not janitorial or garbage) | 18.60 \$ | 19.00 \$ | 19.40 \$ | 19.80 \$ | 20.25 \$ | 20.70 \$ |
| Grade V | | | | | | |
| Receiving | 19.15 \$ | 19.55 \$ | 19.95 \$ | 20.35 \$ | 20.80 \$ | 21.25 \$ |
| Line supplying meat preparation raw meat, (Not simply operating power hand truck) | 19.15 \$ | 19.55 \$ | 19.95 \$ | 20.35 \$ | 20.80 \$ | 21.25 \$ |
| Grade VI | | | | | | |
| Truck driver Shipping, Freezer, Warehouse | 19.40 \$ | 19.80 \$ | 20.20 \$ | 20.60 \$ | 21.05 \$ | 21.50 \$ |
| Grade VII | | | | | | |
| Maintenance Handyman | 20.22 \$ | 20.62 \$ | 21.02 \$ | 21.42 \$ | 21.87 \$ | 22.32 \$ |
| Grade VIII | | | | | | |
| Experienced and skilled Mechanic not holding | 21.95 \$ | 22.35 \$ | 22.75 \$ | 23.15 \$ | 23.60 \$ | 24.05 \$ |
| Grade IX | | | | | | |
| Experienced and skilled tradesman holding current papers in a required trade | 27.85 \$ | 28.25 \$ | 28.65 \$ | 29.05 \$ | 29.50 \$ | 29.95 \$ |
| Grade X | | | | | | |
| Electrician | 28.10 \$ | 28.50 \$ | 28.90 \$ | 29.30 \$ | 29.75 \$ | 30.20 \$ |

(1) For employees hired between October 5th, 2013 and date of ratification, the following progression rates shall be applicable for skill grades I to VI inclusive:

| | |
|----------------------|-------------------|
| 0 – 12 months: | 85% of wage rate |
| 12 – 18 months: | 88% of wage rate |
| 18 – 24 months: | 91% of wage rate |
| 24 – 30 months: | 94% of wage rate |
| 30 – 36 months: | 97% of wage rate |
| more than 36 months: | 100% of wage rage |

**SCHEDULE «C»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED ON OR AFTER DATE OF RATIFICATION**

| SKILL GRADES | Effective Ratification date | Effective January 1, 2018 | Effective January 1, 2019 | Effective January 1, 2020 | Effective 1 January 1, 2021 | Effective January 1, 2022 |
|--|------------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------------|----------------------------------|
| Grade I | | | | | | |
| All operations not listed in higher skill grades | 16.50 \$ | 16.90 \$ | 17.30 \$ | 17.70 \$ | 18.15 \$ | 18.60 \$ |
| Grade II | | | | | | |
| Raw Boning (Removal of Meat from carcasses or parts) | 16.85 \$ | 17.25 \$ | 17.65 \$ | 18.05 \$ | 18.50 \$ | 18.95 \$ |
| Hanging | 16.85 \$ | 17.25 \$ | 17.65 \$ | 18.05 \$ | 18.50 \$ | 18.95 \$ |
| Tending Circular Cut-up Saw | 16.85 \$ | 17.25 \$ | 17.65 \$ | 18.05 \$ | 18.50 \$ | 18.95 \$ |
| Pulling Skin on line and in the Portioning room involving work in progress | 16.85 \$ | 17.25 \$ | 17.65 \$ | 18.05 \$ | 18.50 \$ | 18.95 \$ |
| Feeder | 16.85 \$ | 17.25 \$ | 17.65 \$ | 18.05 \$ | 18.50 \$ | 18.95 \$ |
| Wing Splitting | 16.85 \$ | 17.25 \$ | 17.65 \$ | 18.05 \$ | 18.50 \$ | 18.95 \$ |
| Quality Control (laboratory) | 16.85 \$ | 17.25 \$ | 17.65 \$ | 18.05 \$ | 18.50 \$ | 18.95 \$ |
| D.S.I. Machine Portioned Meat Pack Out | 16.85 \$ | 17.25 \$ | 17.65 \$ | 18.05 \$ | 18.50 \$ | 18.95 \$ |
| Housekeeping | 16.85 \$ | 17.25 \$ | 17.65 \$ | 18.05 \$ | 18.50 \$ | 18.95 \$ |
| Dark Meat Operators Dark Meat Feeders | 16.85 \$ | 17.25 \$ | 17.65 \$ | 18.05 \$ | 18.50 \$ | 18.95 \$ |

SCHEDULE «C»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED ON OR AFTER DATE OF RATIFICATION

| SKILL GRADES | Effective Ratification date | Effective January 1, 2018 | Effective January 1, 2019 | Effective January 1, 2020 | Effective January 1, 2021 | Effective January 1, 2022 |
|--|------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Grade III | | | | | | |
| Dry Warehouse Control Major Sanitation | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Massage Room Control | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Cooler Warehousing Control | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Machine and/or Line Operating (required to maintain, adjust and operate) one of the following machines and/or lines: | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| K.F.C. Line (a) Operating a patty line or complex which includes breasting, batter, predust and batter mixer machines | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| (b) Operating the formax machine | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| (c) Operating the Co2 preblend massage machine | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Meat Preparation | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Skid | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| D.S.I. Line, Dumping | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Bone Line, Dumping | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |

**SCHEDULE «C»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED ON OR AFTER DATE OF RATIFICATION**

| SKILL GRADES | Effective Ratification date | Effective January 1, 2018 | Effective January 1, 2019 | Effective January 1, 2020 | Effective January 1, 2021 | Effective January 1, 2022 |
|--|------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Spice Weigher | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Portioning Line, Dumping | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Meat Shovelers | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Scaler | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Garbage Man | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Patty Lines (a) Operating a patty line or complex which includes breader, batter, and formax machines | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| (b) Operating the Co2 preblend massage machine | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Finger Line (a) Operating the Finger making line or complex which includes the batter, breader, predust and batter mixing machines | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Fryer Line (a) Operating the Fryer Line or complex | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| (b) Operating the batter/breading line or complex | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |
| Emulsion Machine Operating | 17.40 \$ | 17.80 \$ | 18.20 \$ | 18.60 \$ | 19.05 \$ | 19.50 \$ |

**SCHEDULE «C»
SKILL GRADES AND WAGES
FOR EMPLOYEES HIRED ON OR AFTER DATE OF RATIFICATION**

| SKILL GRADES | Effective Ratification date | Effective January 1, 2018 | Effective January 1, 2019 | Effective January 1, 2020 | Effective January 1, 2021 | Effective January 1, 2022 |
|---|------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Grade IV | | | | | | |
| Sanitation (not janitorial or garbage) | 17.60 \$ | 18.00 \$ | 18.40 \$ | 18.80 \$ | 19.25 \$ | 19.70 \$ |
| Grade V | | | | | | |
| Receiving | 18.15 \$ | 18.55 \$ | 18.95 \$ | 19.35 \$ | 19.80 \$ | 20.25 \$ |
| Line supplying meat preparation raw meat, (Not simply operating power hand truck) | 18.15 \$ | 18.55 \$ | 18.95 \$ | 19.35 \$ | 19.80 \$ | 20.25 \$ |
| Grade VI | | | | | | |
| Truck driver Shipping, Freezer, Warehouse | 18.40 \$ | 18.80 \$ | 19.20 \$ | 19.60 \$ | 20.05 \$ | 20.50 \$ |
| Grade VII | | | | | | |
| Maintenance Handyman | 19.22 \$ | 19.62 \$ | 20.02 \$ | 20.42 \$ | 20.87 \$ | 21.32 \$ |
| Grade VIII | | | | | | |
| Experienced and skilled Mechanic not holding | 20.95 \$ | 21.35 \$ | 21.75 \$ | 22.15 \$ | 22.60 \$ | 23.05 \$ |
| Grade IX | | | | | | |
| Experienced and skilled tradesman holding current papers in a required trade | 26.85 \$ | 27.25 \$ | 27.65 \$ | 28.05 \$ | 28.50 \$ | 28.95 \$ |
| Grade X | | | | | | |
| Electrician | 27.10 \$ | 27.50 \$ | 27.90 \$ | 28.30 \$ | 28.75 \$ | 29.20 \$ |

(1) For employees hired on or after the date of ratification, the following progression rates shall be applicable for skill grades I to VI inclusive:

| | |
|----------------------|--------------------|
| 0 – 12 months: | 90.4% of wage rate |
| 12 – 18 months: | 92% of wage rate |
| 18 – 24 months: | 94% of wage rate |
| 24 – 30 months: | 96% of wage rate |
| 30 – 36 months: | 98% of wage rate |
| more than 36 months: | 100% of wage rage |

LETTER OF AGREEMENT

Re: Benefits

The Company agrees to increase the Chiropractor coverage to fifteen dollars (15\$) per person per visit, for a maximum of twenty (20) visits per year.

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 15.09 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 15.09 (d) does not apply to temporary positions;
- (v) Article 15.09 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.

LETTER OF AGREEMENT
Re: Pay Errors

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 deposit by the next pay period.

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 full-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 17.09 and 17.10 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.

LETTER OF AGREEMENT
Re: Pay cheques and vacation payouts

The Company agrees to maintain the practice of issuing pay cheques to employees who, at the date of ratification, are still receiving their regular pay through pay cheques instead of direct deposit.

The Company also agrees to maintain the practice of issuing separate cheques for vacation payouts to employees who, at the date of ratification, are still receiving their vacation payout through cheques instead of direct deposit.

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.

LETTER OF AGREEMENT

Re: Direct payment card

The Company agrees to introduce a direct payment card administrated 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.

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.

LETTER OF AGREEMENT

Re.: Weekend Shift

The Company can schedule a Weekend Shift to be staffed either by current regular full-time employees, through the existing job posting provisions of the collective agreement or, if the number of applicants is not sufficient to fill the needs of the weekend operations, by hiring additional employees for the sole purpose of working the weekend shift. It is understood that these additional employees are covered by the provisions of the collective agreement.

The normal Weekend Shift shall be of twenty-four (24) hours, Saturday and Sunday inclusively with a maximum of twelve (12) hours per day. Employees on weekend shift may be called in to work outside of the Saturdays or Sundays. Their standard work week shall consist of a maximum of forty (40) hours.

It is agreed that if a Weekend shift employee is offered work outside of Saturdays and/or Sundays, he will have the right to refuse such work. Employees on the weekend shift shall be paid time and one half (1½) for all hours worked over twelve (12) hours per day on Saturdays and Sundays, and over eight (8) hours per day when applicable, outside of Saturdays and Sundays, and for over forty (40) hours per week. For the employees on the Weekend Shift, Saturdays and Sundays are normal work days and are not subject to overtime rates provided for in article 12.03 a) of the collective agreement.

Should the Company decide to schedule a Weekend Shift, the Company shall first post the available positions, in respect of the provisions of article 15 of the collective agreement. Regular full-time employees who will transfer on the Weekend shift will maintain their acquired seniority and shall maintain all acquired rights and benefits.

Employees on weekend shift will be covered by the application of article 11.01 c) of the collective agreement. Employees on weekend shift will be by the application of article 12.05 of the collective agreement. On the twelve (12) hours shift, the following adjustment will be made to article 19.01 a): four (4) ten (10) minutes breaks.

LETTER OF AGREEMENT

RE: Back Up Positions

It is understood that any employee applying for and awarded a backup position will not be restricted from applying for another job. A employee can only hold a backup position in his plant.

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

1. Employees may:

- Apply for back up position for a grade and/or position higher than their current grade;
- Not apply for a backup position that is the same job classification as their current position.
- Hold only one back up position.

2. For transition purposes only:

- Employees holding more than one back up position on the date of ratification will keep and chose only one;
- As a grandfather provision, such employees will be allowed to keep a back-up position equal or lower to their current grade;
- Any back up position given up shall be posted and subject to the rules outlined in paragraph 1.) above.

LETTER OF AGREEMENT

RE: Maintenance Department

It is understood that no current employee in the Maintenance Department shall be displaced as a result of new employees being hired with dual certificates or qualifications.

LETTER OF AGREEMENT

Re.: Pay Equity

The parties agree to maintain the Pay Equity Plan currently in effect in the workplace.

LETTER OF AGREEMENT

Lead hands

1. Removal of lead hands:

It is understood that if an employee is removed from Lead Hand, that employee, if he/she has been a Lead hand for less than twenty-four (24) months, shall return to the skill grade and department he/she occupied prior to becoming a Lead Hand on the same shift and shall displace the junior employee in that skill grade/department on the same shift.

If he/she has been a Lead Hand for more than twenty-four (24) months, the employee shall return to the skill grade he/she occupied prior to becoming a lead hand and shall displace the junior employee in that skill grade on the same shift.

2. Lead hands on Marel Tender & Stork line

It is understood that should a position held by an operator/lead hand on the Marel Tender and/or the Stork line become available, the Company shall then post an operator position for such line.

LETTER OF AGREEMENT

MAINTENANCE RATES OF PAY ANNUAL MARKET REVIEW

The Company reserves the right to pay higher than the wage rates set out within the Collective Agreement for the positions in the Maintenance Department. This will only occur after the Company has completed a yearly market review on comparable rates in the same industry in the surrounding area. In the event that this is necessary, the Company will demonstrate to the Union the reasons for the rate changes. At such time, all employees in Maintenance will receive an equivalent increase and the rate in the Collective Agreement will be adjusted accordingly. Prior to doing so, the Company will inform the Union of the Company's decision.

LETTER OF AGREEMENT

Re.: Benefit plan contributions for Employees hired on or after February 27th, 2017

The Company will pay fifty-percent (50%) of the cost of the premium for the Group Benefit Plan, for employees hired on or after February 27th, 2017, subject to the maximum amounts outlined as follows:

BENEFITS PLAN COMPANY MAXIMUM WEEKLY CONTRIBUTION

| | Ratification date | 01-05- 2018 | 01-05- 2019 | 01-05- 2020 | 01-05- 2021 | 01-05- 2022 |
|-------------------|------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Family | 27.45 \$ | 28.00 \$ | 28.56 \$ | 29.13 \$ | 29.71 \$ | 30.31 \$ |
| Individual | 12.24 \$ | 12.48 \$ | 12.73 \$ | 12.99 \$ | 13.25 \$ | 13.51 \$ |
| Exempt | 1.94 \$ | 1.98 \$ | 2.02 \$ | 2.06 \$ | 2.10 \$ | 2.14 \$ |

LETTER OF AGREEMENT

Re.: Pension plan contributions for Employees hired on or after February 27th, 2017

The Employer will contribute, for Employees hired on or after February 27th, 2017, and for the duration of the collective agreement, six-hundred dollars (600\$) per employee. Such annual amount will be deposited to the DC Plan in the name of the employee, in each year of the collective agreement as follows:

Employees on probation as of June 1st of each year shall have their contribution made to the DC Plan once their probationary period is completed.

LETTER OF AGREEMENT

Re. : Sanitation Department Weekend Overtime

When overtime is required on a Saturday and/or Sunday in the Sanitation department, it will be offered to employees as follows:

1. For those who normally perform the work from Monday to Friday if production is running.
2. In the event production is not running (refreshing), for those by seniority provided the employee can perform the work required.

LETTER OF AGREEMENT

Re. : Vacation and overtime scheduling

The Company agrees that in the event an employee is on vacation for a standard workweek, they shall not be assigned overtime work for the Saturday and Sunday the week the vacation is taken.

In the event an employee is on vacation less than a standard workweek, an employee shall be assigned overtime work on Saturday and Sunday in accordance with the Collective Agreement. For this purpose only, a standard workweek commences Monday and finishes Sunday.

This letter of agreement shall not apply to the Maintenance department.

LETTER OF AGREEMENT

Re. : Private-duty Nursing benefit

The parties agree to modify the Health Care Plan so that the private duty nursing will be reimbursed at 100% up to a maximum reimbursement of \$10,000 per insured person per calendar year.

LETTER OF AGREEMENT

Re.: Re: 50% Rule

The Company agrees that if a job is performed more than 50% of the time by an employee, it will be post and fill this job in respect of Article 15.

LETTER OF AGREEMENT

Re.: Lump sum payment

The Company agrees to pay a six-hundred dollars (\$600) lump sum amount to each Schedule «A» active employees at the date of ratification.

LETTER OF AGREEMENT

Re.: Departments present in both plants

Note: When a department is present in both plants, for the purpose of the Collective Agreement it is 2 (two) separate departments.

- Employees from departments 1, 2 and 3 (as listed above) would follow their department to the new plant (Plant 2).
- The Thigh Deboning department (4. above) will remain in the Collective Agreement. If the Thigh Deboning department re-opens, we will post jobs in accordance with Article 17.
- The employees in the Shipping Department Plant I will remain in Plant 1. If required, we will post additional positions for the Shipping Department Plant 2.
- The employees currently in the raw meat side of Receiving Department Plant 1 will transfer to the Receiving Department Plant 2. If required, we will post additional jobs for the Receiving Department Plant 1.
- For Clean-up, the employees will move to the new plant in accordance with the requirements of the department. (Employees follow their equipment at the time of the transition)
- For Maintenance, the employees will move to the new plant in accordance with the requirements of the department. (Employees follow their equipment at the time of the transition)

LETTER OF AGREEMENT

Re.: Stewards

If one of the 3 current stewards on day or afternoon shift moves to plant 2, they will remain a steward until a re-election or he or she quits the position.

If no steward in plant 1 moves to plant 2, he or she will keep their position in plant 1 until a re-election or he or she quits the position. Then Article 4 will apply.

LETTER OF AGREEMENT

Re.: Movement between Schedules

Only movement between Schedules B and A will be permitted to compensate departure from Schedule A. The transfer will be offered to the employee having the highest seniority among Schedule B in replacement for the departure in Schedule A. Movement will start after 12 months of full operation of the new plant. Schedule A employees who leave before the movement start date will not be subject to replacement. The replacement of a schedule A employee whose departure is in grievance, the movement will take effect at the end of the grievance decision.

LETTER OF AGREEMENT

Re.: Employer/Employee committee

The parties agree to form an employer/employee committee to meet with minister of labour representatives to improve comprehension in the application of the collective agreement. The committee will be created and will meet within one month of the ratification date.

LETTER OF AGREEMENT

Re.: Special benefit committee

A special benefit committee will be formed by one local management representative, two corporate representatives and three union representatives to ensure true partnership in understanding the claim process and settlement. This special committee will meet at least three times during the two months following ratification in order to :

- meet with SSQ representative to go over all claims procedures/delays;
- make a unanimous recommendation of the employee representative that will support employees on insurance benefit;
- recommend a predetermined work load to support employees.

After one year, the employer will review the efficiency of the employee support measure and will decide to continue or not such assistance to employees.

The creation of the special committee should help resolve all benefits issues and therefore the benefits grievance will be withdrawn. At the same time, the employer will review article 24.02 to alleviate possible financial hardship during illness.