

SOURCE:	Co.		
Wage EFF.	94	10	11
TERM.	96	10	12
No. OF EMPLOYEES	1,100		
NOMBRE D'EMPLOYÉS	dF		

COLLECTIVE AGREEMENT

BETWEEN

MAPLE LODGE FARMS LTD

AND

UNITED FOOD & COMMERCIAL WORKERS

INTERNATIONAL UNION, LOCAL 175,

AFL-CIO-CLC

EXPIRES: OCTOBER 12, 1996

00269(06)

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THIS AGREEMENT ENTERED INTO AS OF THE 12TH DAY OF OCTOBER, 1994.

BETWEEN:

MAPLE LODGE FARMS LTD.

(hereinafter referred to as the "Company")  
OF THE FIRST PART

**AND**

UNITED FOOD & COMMERCIAL WORKERS ,  
INTERNATIONAL UNION, LOCAL 175,  
AFL-CIO-CLC

(hereinafter referred to as the "Union")  
OF THE SECOND PART

## **ARTICLE 1 - INTENT AND PURPOSE**

**1.01** The general purpose of this agreement is in the mutual interests of the Company, the Union and the employees, and is to provide for economy of operation, quality **and** quantity of output, and to establish and maintain a satisfactory procedure to cover the settlement of differences arising out of this Contract, and to set forth those working conditions which have been negotiated. The Union recognizes that **in** order to provide a proper relationship between the parties, the Company must be kept in a strong competitive market position, which means it must produce at the best possible efficiency and lowest cost, and the Union agrees to support the Company **in** obtaining such objectives.

## **ARTICLE 2 - RECOGNITION**

**2.01** The Company recognizes the Union **as** the exclusive bargaining agent of all regular production employees of its plant in Norval, Ontario save and except foremen, persons above the rank of foremen, dispatchers, office and clerical staff, technical staff, sales and service department staff, chicken catchers, load checkers, field department staff, watchmen and security staff, cafeteria department staff, water **and** waste treatment department staff, machine operators, maintenance staff, bus drivers, employees regularly employed for not more than twenty-four (24) hours **per** week and students employed during a school vacation period.

For the purpose of clarity, the parties agrees that for the purposes of this Article 2.01, maintenance staff includes all employees employed in the electrical department, mechanical department, construction department, refrigeration and heating departments and the garage.

**2.02** The term "employee" and the word " employees" whenever used in the Agreement shall mean those persons described in the bargaining unit set forth in Article 2.01.

2/1

**2.03** The Company agrees the foremen, persons above the rank of foremen and all non-bargaining unit personnel will not perform bargaining unit work, except for instruction, or training of bargaining unit personnel, emergency situations or customer adjustments. Customer adjustments shall mean a person designated by the Company to handle customer complaints and adjustments and shall not result in the person so designated doing a regular route.

**2.04** When the Company finds it necessary to use non-bargaining unit personnel to do bargaining unit work, they will advise the department steward of the name of the non-bargaining unit person, the job to be performed and the approximate length of time that the non-bargaining unit person will be performing the bargaining unit job. Not included in the notification requirement is washroom relief, emergency situations, employees late for work and relief to attend to Union business.

The Company will not use non-bargaining unit employees to do bargaining unit work except in cases of non repetitive emergency, washroom relief, employees late for work, relief for Union business, instruction of new employees and instruction on new modified machinery and training in health and safety.

2/1

**ARTICLE 3 - UNION SECURITY**

**3.01** The Company agrees to deduct every fourth (4) week in a month from the earnings of each employee regular Union dues and to remit the total so deducted monthly to the designated officer of the Union, together with the list of employees from whom such deductions have been made.

The Company agrees to co-operate in providing tape - to - tape format for remittance of union dues.

**3.02** In order that the Company may have definite instructions as to what amount is to be deducted for Union dues, it is agreed that the Union will promptly notify the Company, in writing, over the signature of his designated officer, the amount of the deduction to be made by the Company for regular Union dues, and the Company shall have the right to continue to rely on such written notification until it receives other written notification from the Union signed with the same formality.

**3.03** The Union agrees to hold the Company harmless against all claims, demands, and expenses should any person, at any time, contend or claim that the Company has acted wrongfully or illegally in making such dues deduction.

**3.04** Twice the regular monthly Union dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the check-off immediately preceding.

**3.05** The Company agrees to list the amount of Union dues paid on employees' T-4 forms for income tax purposes.

**3.06** The Company will advise the Union once a month of the names, addresses and Social Insurance Number of each new employee, also, the names of employees being separated.

**3.07** The Company agrees to deduct after completion of the probationary period the Union initiation fee when presented with a signed application for membership card that authorized such deduction. The Union will advise the Company in writing of the amount of the initiation fee.

**As** a condition of employment all employees hired after the date of ratification of this Agreement must become **and** remain a member of the Union in good standing. The Company agrees to have the employee fill out Union application cards as part of the hiring process.

#### **ARTICLE 4 - MANAGEMENT'S RIGHTS**

**4.01** Except **as**, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and **remain** exclusively within the rights of the Company and its Management. Without limiting the generality of the foregoing, the Company's rights include:

- (a) the right: to maintain order, discipline and efficiency to make, alter and enforce, rules and regulations, policies and practices, to be obeyed by its employees; to discipline and discharge employees for just cause;
- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend and retire employees, to plan, direct and control operations; to select **and** retain employees for positions excluded from the bargaining unit (provided the employee so selected had no objection to the promotion) and to transfer employees into the bargaining unit;
- (c) the right: to operate and manage the enterprise in order to satisfy its commitments and responsibilities, the right to determine the location of operations and their expansion or curtailment, the direction of the working forces, the scheduling of operations and production, the sub-contracting of work, the number of shifts, the methods, processes and means of production, job content, quality and reasonable quantity standards, the right to use improved methods, machinery and equipment, the right to decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting times; and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company; and
- (d) the sole and exclusive jurisdiction over all operations, building, machinery, equipment and employees shall be vested in the Company.

The Company agrees that it will not exercise the foregoing rights in a manner inconsistent with the expressed provisions of this Agreement.

**4.03** The Company will provide the Union with copies of changes to its written rules and regulations prior to implementation. If the Union wishes to comment on such written rules and regulations, it shall do so within five (5) days of receipt.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

**5.01** The Union undertakes and agrees that while this Agreement is in operation, neither the Union nor any employee, shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company; and the Company agrees that it will not engage in any lockout during the term of this Agreement.

**5.02** Any employee who participates in any of the foregoing conduct may be disciplined or discharged.

**5.03** In the event of the Union or employees participating in activity prohibited by Article 5.01 hereof, all seniority rights under this Agreement shall be suspended until such activity ceases.

**5.04** The word "strike" and the word "lockout" as used in Article 5.01 and 5.04 above shall have the same meaning given to those words in the Ontario Labour Relations Act, R.S.O., 1970 Chapter 232.

## **ARTICLE 6 - REPRESENTATION**

**6.01** The Union may elect or appoint from amongst employees with at least six months' seniority, Union Stewards from each department listed in Article 6.02. The Union will inform the Company, in writing, of the identity of all Union representatives, and the Company shall not be obliged to recognize such personnel until it has been so informed. In addition and subject to the conditions as foregoing, the Union shall advise the Company of all other Union officials.

**6.02** The Union may elect or appoint Union officials from the various departments listed below provided that the number of elected or appointed does not exceed twenty (20) and provided that the other requirements of this Article 6.02 are complied with. No more than one (1) official may be elected or appointed from a department with less than fifty (50) employees. Where departments have employees working on more than one shift, one (1) Union official may be elected or appointed for each shift where there are less than fifty (50) employees in a department on a shift. No more than three (3) employees may be elected or appointed as Union officials from any one department. The departments

for purposes of this Article are as follows:

- (a) Live Haul;
- (b) Delivery Drivers;
- (c) Shipping;
- (d) Eviscerating;
- (e) Live Receiving;
- (f) Packaging;
- (g) cut-up;
- (h) Cut-In-Nine;
- (i) Packing;
- (j) Sanitation;
- (k) Deboning;
- (l) Further Processing; and
- (m) New Further Processing

**6.03** The Company recognizes the right of the Union to appoint or select a negotiating committee comprising of not more than seven (7) employees who have at least one **(1)** year seniority with the Company. (The Union will give its best effort to ensure that the negotiating committee is representative of all bargaining unit areas of the Company).

**6.04** The Union agrees that no Union member of representative will conduct any Union Activities on the premises of the employer without expressed permission of the Personnel Manager or his designate. No Union official shall have access to the premises of the Company without the expressed consent of the Personnel Manager or **his** designate.

**6.05** For the purpose of this Agreement, the stewards together with the officers of the Union shall be deemed to be officials of **the** Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.

**6.06** The Company recognizes the right of the Union to appoint a grievance committee. Such committee shall be composed of the Plant Chairman, Chief Steward, and **Steward** from the area in which the grievance arose. Committee members shall not suffer a loss in pay **as** a result of attendance at grievance meetings with Management. Where possible, such meetings **will** be held during regular working hours.

**6.07** Where a representative **of** the Union wishes to visit **the** Company's premises, he shall request permission for such a visit in advance. Such permission will not be unreasonably withheld. A representative of the Union having been given permission to visit the Company's premises shall restrict his activities to the purpose for which such permission was granted.

**6.08** The Company agrees to make available for the use of the Union, once per week, a boardroom in which to conduct Union business. The Company has agreed to provide such boardroom on the understanding that the privilege will not **be abused**.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01** The grievance procedures herein provided for are among the most important matters in the successful administration of the Agreement. The Company and the Union therefore agree that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration, or **alleged** violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed. Wherever, the term "grievance procedure" is used in this Agreement, it shall be considered **as** including the arbitration procedure.

**7.02** "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.

**7.03** The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing at Step 1 of the grievance procedure within four (4) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. However, if the Company does consider or process a grievance which has been presented late, the Company **shall** not be estopped or precluded at any stage from **taking** the position that the grievance is late and not arbitrable.

**7.04** All time limits referred to in the grievance procedure herein contained shall be deemed to mean "work days".

**7.05** No employee shall have a grievance until he has discussed his complaint **with his** foremen. The employee shall bring the circumstances of his complaint to the attention of the Foremen within four (4) days from the time the circumstances **upon** which the complaint **is based** were known or should have been known. The foreman **will** meet with the grievor and steward **as** soon as possible to try to resolve the complaint. If the foreman does not promptly settle the matter to the employee's satisfaction, **the** employee's proper grievance **shall** be processed **as** follows:

**In case of drivers, such time limits shall be extended to ten (10) days.**

### **STEP NO. 1**

If an employee has a grievance, the grievance shall within four (4) days referred to



in Article 7.03 hereof, be reduced to writing and presented to the department manager. The department manager shall give the grievor a written reply as soon as possible, but not later than four (4) days after such decision. If such reply is not satisfactory to the grievor, the next step must be taken within four (4) days of the department manager's answer, but not thereafter.

The grievance referred to above shall identify:

- (a) the facts giving rise to the grievance;
- (b) the section or sections of the Agreement claimed violated, if any;
- (c) the relief requested.

and shall be signed by the employee and countersigned by the steward.

### **STEP NO. 2**

At this step, the written grievance shall be presented to the Industrial Relations Manager or his designate, within the aforesaid four (4) days of receipt of the department manager's reply but not thereafter. A meeting will be held between the grievance committee together with the grievor involved and the Industrial Relations Manager, together with other representatives of management within four (4) days of the presentation of the written grievance to the Industrial Relations Manager. A staff representative of the Union may be present at such a meeting if requested by either party. The Industrial Relations Manager shall give his written reply to the steward within four (4) days of such meeting.

If the Industrial Relations Manager's reply is not satisfactory to the grievor, the next step must be taken within ten (10) days after the delivery of the Industrial Relations Manager's reply to the steward but not thereafter.

### **STEP NO. 3**

In the event the grievance is not settled at Step 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from the delivery of the decision at Step 2 to the steward but not thereafter.

If the request for arbitration is not so given, within such ten (10) day period, the decision at Step 3 shall be final and binding upon both parties to the Agreement, and upon any employee involved.

The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and the remedy sought. The party giving such notice shall be bound by same and shall be restricted to arbitrate the issues presented by the notice.

The recipient of the notice shall within ten (10) days advise the other party, in writing,

of the name of the appointee to the arbitration board. ~~The two~~ (2) appointees ~~so~~ selected shall, ~~within~~ five (5) days of the appointment of the second of ~~them~~, appoint a third person ~~who~~ shall be the chairman. If the two (2) appointees fail to agree upon a chairman, within the time limited, the Ministry of Labour for Ontario shall if requested, within the five (5) days from the expiry of the date upon which the two (2) appointees are to appoint a chairman but not thereafter, ~~forthwith~~ appoint a qualified person to be chairman.

**7.06** The arbitration board shall ~~hear~~ and ~~determine~~ the matter and shall ~~issue~~ a decision which shall ~~be~~ final and binding upon the parties and upon any employee affected by it. The decision of the ~~majority~~ shall be the decision of the arbitration board, but if there is no majority decision, the decision of the chairman shall govern.

**7.07** The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to ~~him~~ by the notice to arbitrate specified in Step 3 of Article 7.05 hereof.

**7.08** Each party hereto shall bear its own costs of and incidental to any arbitration proceedings. The fees and charges of the chairman of the board of arbitration shall be borne equally by the two (2) parties hereto.

**7.09** The time limits and other procedural requirements set out in this Article 7 are mandatory and not merely directory, therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the time specified. The time limits in this Article 7 may be extended if both parties agree.

**7.10** A grievance which has been disposed of pursuant to the grievance provisions of this Agreement shall not again be made the subject matter of a grievance. A grievor shall have the right to withdraw the grievance at any stage of the proceedings.

**7.11** A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at any step of the grievance procedure both the Company and the Union representatives who pass on the same as provided herein shall, after ratification, sign the settlement as endorsed upon the written grievance, so that no question or argument may arise as to what the settlement was,

**7.12** When an employee's grievance is settled by the parties or determined by a Board of Arbitration on the basis that the employee is entitled to be reimbursed for wages lost as a result of

action on the part of the Company in violation of this Agreement, such reimbursement shall be at the appropriate hourly rate exclusive of any shift premiums for those days he was otherwise available for work and recall at the employer's plant, but there shall be subtracted therefrom any and all monies the employee received during such period.

### **7.13 Union Policy Grievance of Company Grievance**

A Union policy grievance or Company grievance may be submitted to the Company or the Union, as the case may be, in writing within five (5) days from the time the circumstances upon which the grievance is based were known or **should have** been known by the grievor. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 7.05 hereof. The Company or the Union, as the case **may** be, shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party the grievance may be submitted to arbitration within fifteen (15) days of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

### **7.14 Discharge Cases and Suspension Cases**

A claim by a seniority employee that he has been discharged or suspended shall be treated as a grievance and shall commence at Step 2 of Article 7.05 provided a written grievance signed by the employee and his steward is presented to the designated official of the Company within three (3) days after the discharge or suspension. The Union shall not question the discharge or suspension of any probationary employee nor shall such discharge or suspension be the subject of a grievance. Where an employee **has** been discharged or suspended, he will be given an opportunity to interview his steward prior to leaving the Company's premises provided his steward is available on the Company's premises.

All discharge or suspension grievances shall be discussed by the parties within seventy-two (72) hours of the grievance being filed.

## **ARTICLE 8 - LEAVES**

### **8.01 Personal Leave**

"Leave of absence" shall mean an absence from work requested by an employee in writing and consented to by the Company having regard to the Company's business requirements. Leave granted shall be in writing covering a specific period of time and shall be without pay or any other form of compensation, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing. Leave of

Absence request shall be made to the Personnel Department and may be granted by the Personnel

Department in accordance with the provisions of 8.01 above,

### 8.02 Bereavement Leave

An employee with established seniority, who suffers a loss in his immediate family, shall be granted up to three (3) days leave of absence with pay provided that the bereavement days fall on regularly scheduled work days of the employee. Such leave shall not extend beyond the day following the day of the funeral.

"Immediate family" for the purposes of this Article 8.02 shall mean father, mother, wife, husband, son, daughter, mother-in-law, father-in-law, brother, sister.

An employee with established seniority, **who** suffers a **loss** of a brother-in-law, sister-in-law, grandparent or grandchild, shall be granted a one (1) day leave of absence with pay to attend the funeral, provided that the bereavement day falls on a regularly scheduled working day of the employee.

### 8.03 Jury Leave

**The Company shall** grant a leave of absence to an employee who is required to serve as a juror or subpoenaed to appear as a crown witness during his normal working hours. The employer will pay such an employee the difference between his normal straight time hourly earnings and the payment he received for jury service or witness **fee**, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received.

### 8.04 Disability Leave

(a) An employee who, because of illness or injury requiring an absence from his job shall, upon furnishing medical evidence setting out date(s) or attendance before his physician, employee's illness or injury and general treatment provided by physician, **be** granted a sick leave for the duration of the period of his disability due to such illness or injury. The employee shall furnish supplementary medical evidence of disability, from time to time, as required by the **Company**. The Company shall have access to such medical evidence. Failure to furnish such evidence of disability within five (5) working days of the request will result in termination of the employee's employment and seniority. The Company will allow an extension to ten (10) working days if the individual is not fit to obtain a doctor's certificate within **that** period of time. **The Company** reserves the **right** to have any employee examined by a Company physician **in** connection with a **sick** leave.

(b) When an employee requests a sick leave after the shift has **started**, they must if requested **by the** Company present a Doctor's certificate prior to returning to work. Notwithstanding the foregoing, employees who are habitually absent shall be required to submit medical

documentation for each and every absence if requested by the Company.

(c) It is understood and agreed that regular attendance at work is required of employees, where the record of an employee indicates too much time off or recurring or repetitive time off, they may be subject to discipline.

(d) The Company will advise an employee in writing when they are considered as being habitually absent.

### **8.05 Pregnancy and Parental Leave**

The Company will grant pregnancy leave and/or parental leave, without pay, in accordance with the Employment Standards Act of Ontario to those employees who are eligible under the Act for such leave and who make application on forms supplied by the Company. In part, the Act provides as follows:

- (a) an employee who commenced employment at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.
- (b) The pregnancy leave of an employee shall be no less than seventeen (17) weeks in duration.
- (c) An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- (d) The pregnancy leave of an employee shall end no later than seventeen (17) weeks after the leave began unless birth has not yet occurred.
- (e) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
- (f) Parental leave ends a **maximum** of eighteen (18) weeks after it begins.

### **8.06 Union Convention Leave**

Employees will be granted a leave of absence without pay in order to attend Union Conventions or conferences subject to the following limitations:

- (a) no more than one (1) employee may be absent from a department at one time;
- (b) at least two (2) weeks' notice of a request for such leave will be given by the Union **in writing**;

- (c) the total number of days absent by all employees in the bargaining unit shall not exceed twenty (20) days in a calendar year.

### **8.07 Union Leave**

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

### **8.08 Return to Work**

An employee returning to work from a leave of absence, sickness or pregnancy leave, Worker's Compensation, or vacation will be returned to his regular job or an equivalent job, provided he is able to do the required work and his job is available.

### **8.09 Modified Work**

When an employee has been sick or absent due to compensation or suffering a disability without absence and a doctor recommends modified work, the Company will endeavour to provide the same and the employee will be expected to perform the work assignment provided he is capable of performing the required work.

When an employee is on modified work, overtime will be allocated at the Company's discretion. Such discretion will not be exercised in a discriminatory or arbitrary way.

## **ARTICLE 9 - WAGES AND PREMIUMS**

**9.01** Appendix "A" attached hereto shall form part of this Collective Agreement.

**9.02** Appendix "B" attached hereto shall form part of this Collective Agreement.

**9.03** Employees who work beyond or below the hour shall be paid in increments of **six minutes**. An employee working half or more of **six** minutes will receive full **six** minute pay, and employees working less than half **the** six minutes shall be paid to the previous **six** minutes. The same formula will apply prior to the hour.

**9.04** Employees covered by this Collective Agreement shall be paid **weekly** via the Company's direct deposit system. The three (3) employees who are not presently paid weekly via the Company's direct deposit system shall continue to receive manual cheques.

## **ARTICLE 10 - SENIORITY**

**10.01** An employee shall be considered a probationary employee until he has performed fifty-five (**55**) days or work for the Company during a period of twelve (12) continuous months. (Statutory Holidays considered **as** a day worked for purposes of Probationary periods). During such probationary period, he shall have no seniority rights. Upon completion of this period, the employee's seniority shall be dated from the date the employee commenced his probationary period. Where during an employee's probationary period, the Company has given him two (2) or more written warnings, it is understood and agreed that the discharge of such employee during his probationary period shall be deemed to be for just cause. Where such warnings have been given, no Arbitrator or Board of Arbitration shall have any jurisdiction to alter, modify or amend the penalty nor to substitute any other penalty for discharge. The term " Seniority employee " as used in this Agreement shall be deemed to mean an employee who has completed his probationary period.

**10.02** For the purposes of applying the seniority provisions of this Agreement, such seniority provisions shall be applied on a plant-wide and departmental basis **and** only to the extent specifically provided in this Agreement.

**10.03** "Plant-wide Seniority" as referred to in this Agreement shall mean the length of continuous service with the Company since the last date of hire.

**10.04** "Departmental Seniority" as referred to in this Agreement shall mean the relative standing of an employee within a department based upon his plant-wide seniority.

**10.05** For the purposes of this Article 10, the departments for seniority purposes shall be as follows:

- (a) Live Haul Drivers Department
- (b) Delivery Drivers Department
- (c) Shipping Department
- (d) Eviscerating Department
- (e) Live Receiving Department
- (f) Packaging Department
- (g) Cut-up Department
- (h) Cut-In-Nine Department
- (i) Packing Department
- (j) Sanitation Department
- (k) Deboning Department
- (l) Further Processing
- (m) New Further Processing

**10.06** In cases of lay-offs in the plant of less than one (1) day, lay-offs will be done on job by job basis and plant-wide seniority amongst those performing the job that day shall be the sole consideration.

**10.07** In all cases of temporary lay-off i.e. five (5) working days or less, only departmental seniority need be considered.

**10.08** In cases of lay-off in excess of five (5) working days plant-wide seniority will be considered.

**10.09** In filling permanent job vacancies within a department and in cases of promotion or of increase or decrease of the work force, the following factors will be considered:

- (a) Competence and Qualification
- (b) Fitness and Reliability
- (c) Seniority

Where, between employees, the factors in (a) and (b) are relatively equal, the senior qualified employee will be selected.

**10.10** Where an employee **has** been moved to another job because of a lay-off, he shall be returned to the position he held before the lay-off prior to any employee on lay-off being recalled to fill the position.

**10.11** A seniority list will be prepared and posted every month and a copy sent to the Union office.

**10.12** The appointment or selection of employees for supervisory positions or for any position not **subject** to the provisions of this Agreement is not covered **by** this Agreement, but if any employee on a seniority list is so transferred or appointed and later is transferred back to a position which is governed by this Agreement, then he shall be accredited with the seniority he acquired prior to leaving the bargaining unit **and** shall have added thereto the time spent while serving outside the bargaining unit up to a maximum of **six (6)** months.

Such employee will only be permitted to transfer back to the bargaining unit by **way** of a successful application to a job vacancy made in accordance with Article 17:01 of the Agreement.

**10.13** An employee shall lose all seniority and service rights and be deemed terminated if:

- (a) an employee voluntarily quits;
- (b) **if** the employee is discharged and not re-instated through the grievance or arbitration procedure;
- (c) if the employee fails to report to work for two (2) consecutive working days without a valid reason;
- (d) if an employee on lay-off fails to return to work after recall within one **(1)** working day after notification requiring him to return to work except an employee on plant-wide lay-off who is employed elsewhere may return within seven **(7)** working days after the notification provided that upon receipt of the notification he advises the Company **that lie** is working and where and intends to **return** to the Company. Pending his return, the Company shall be permitted to **fill** the position in such



manner as it sees fit;

- (e) if for a period of nine (9) consecutive months the employee does not perform any work for the Company;
- (f) if an employee fails to return to work immediately after the expiration of any leave granted to him, and;
- (g) if he retires or is retired.

**10.14** It shall be the duty of the employee or laid-off person to notify the Company promptly, in writing, of any change of address. If an employee or laid-off person shall fail to do this, the Company will not be responsible for failure of a notice to reach him and any notice sent by the Company by mail to the address which appears on the Company's personnel records, or telegram to the address which appears on the Company's personnel records, shall conclusively be deemed to have been received by the employee or laid-off person.

**10.15** Where the Company anticipates a lay-off will exceed five (5) days, the Company will advise the Chief Steward and Union office of the names of employees being laid off. When such employees are recalled, the Chief Steward and the Union office will be advised.

## **ARTICLE 11 - HOURS OF WORK & OVERTIME**

**11.01** It is hereby expressly understood and agreed that the provisions of this Article 11 **are** for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation upon the hours of work to be done per day or per week or otherwise, nor a guarantee of working schedules.

**11.02** The normal work week for employees other than Live Haul Drivers or Drivers doing mileage runs will be composed of forty (40) straight time hours worked in the week.

Employees **will** be scheduled to be off work two (2) days per week. The first (1st) day shall be considered Saturday and the second (2nd) day shall be considered Sunday.

**11.03** An employee shall be paid overtime at the rate of time and one-half (1%) the employee's straight time rate of pay exclusive **of** shift premiums for all hours worked in excess of eight (8) hours per day. **An** employee shall be paid at the rate of time and one half (1%) the employee's straight time rate of pay exclusive of shift premiums for all hours worked on their sixth consecutive **day** of a **work week**.

Employees working a seventh (7th) consecutive day of a **work** week shall receive two (2) times their straight time rate of **pay** exclusive of shift premiums.

**11.04** In no case will there be duplication or pyramiding of overtime and any other premium compensation.

**11.05** Each employee shall receive a twelve (12) minute break during the first half and a twelve (12) minute break during the second half of each shift, providing the shift is in excess of two (2) hours, at times designated by the Company but breaks will not be changed by more than ½ hour

normal break times. An additional break will be given for every two (2) continuous hours of work thereafter. The twelve (12) minute breaks shall be timed from the last Inspector's stations.

Eviscerating Breaks will commence between:

8:30 a.m. and 9:00 a.m.  
1:30 p.m. and 2:00 p.m.

Processing Breaks will commence between:

10:00 a.m. and 10:30 a.m.  
3:00 p.m. and 3:30 p.m.

**11.06** Employees shall receive an unpaid lunch period of at least one half ( $\frac{1}{2}$ ) hour in each day and lunch breaks will be between the 3rd and 5th hour worked.

**11.07** It is understood and agreed that the Company **may** obtain overtime replacement in such manner as it sees fit.

- (a) Overtime is completely voluntary except in circumstances beyond the control of the Company, i.e. mechanical breakdown, power failure, inclement weather delaying arrival of birds to the plant. **In** these circumstances the Company may require the employees to work by reverse departmental seniority if enough volunteers cannot be obtained.
- (b) The Company agrees to post **by** Thursday noon on a weekly basis for the following week a list of employees that have indicated that they wish to work overtime **and** the days they are willing to do so. It is from **this** list that the Company will assign overtime by department on a seniority basis starting with the most senior employee as follows:
  - (i) first from those employees who indicate **they** will work a complete week of overtime, then
  - (ii) from those employees who indicate that they will work partial week of overtime. The employee who is requested to work overtime must be notified the shift before.

Once the employee has signed for overtime and the Company does not schedule their name for overtime then the employee will have no further obligation to work overtime on that particular day.

- (c) Where overtime is available in an employee's own department, that employee will be expected to perform such overtime duties in **his** own department before being considered/offered overtime in another department, The Company will endeavour to work as many as possible of the employees that can not **work** a **full week** of overtime.

**11.08** (a) **An** hourly paid employee who works on a scheduled shift that commences between

3:00 p.m. and 4:59 a.m. shall receive a shift premium of forty (40¢) cents per hour for all hours worked. An employee who qualifies for shift premium will not lose their premium by starting at the request of the Company prior to their normal shift.

- (b) Where an hourly paid employee commences work prior to the start of their scheduled shift and starts between the hours listed above they shall receive the shift premium for all hours worked.
- (c) In the shipping department, where an hourly paid employee works for more than three continuous hours in the freezer, he shall receive a premium of twenty (20¢) cents per hour for all hours worked in the freezer.

**11.09** (a) The Company will endeavour to equitably distribute overtime among the senior employees who normally perform the work and are willing to perform the work.

- (b) Where **an** employee accepts additional hours prior to the commencement of his scheduled shift and fails to complete his regular shift on that **day** he will not be offered any **such** additional **hours** for ten (10) working days thereafter.

**11.10** When the Company finds it necessary to go to a second shift operation they will first ask for volunteers. Should enough volunteers not be available, the Company will use reverse seniority by the job to secure the required number of employees. When new employees have been trained the employee who has been transferred to the second shift, will be returned to the day shift **if** he so requests. The training period shall not exceed the probationary period. Employees may apply to be transferred from one shift to another. Such applications shall be honoured before new employees are hired.

**11.11** The Company agrees that anytime there is a shortage of hours in a plant, part-time employees and students in that plant shall always be laid off first. For the purpose of this Article only, a "plant" is defined as follows:

- Plant 1 - Eviscerating and Live Receiving
- Plant 2 - Packaging, Cut-Up, Cut-in-Nine & Packing
- Plant 3 - Deboning **and** Further Processing (Weiner Plant)
- Plant 4 - New Further Processing (Deli Plant)

As a result, affected full-time employees shall be able to exercise their seniority Company wide to **bump** provided they have the skill and ability to perform the job and overtime does not result.

The Company is permitted to use summer vacation replacements. However, should a full-time employee be laid off for a full shift he shall be able to bump summer vacation replacements Company wide.

This article does not apply to regular students employed on week-ends in retail sales department

Plant employees working twelve (12) continuous hours or more shall receive two (2) times their hourly rate for all hours worked in excess of twelve (12) continuous hours. Drivers working thirteen (13) continuous hours or more shall receive two (2) times their hourly rate for all hours worked in excess of thirteen (13) continuous hours.

**11.13** The Company will schedule the most senior employees to start on the early or first shift if so desired; no senior employee will be required to start later because of only working eight (8) hours.

**11.14** The Company will guarantee each employee thirty-six (36) hours of work each week subject to the following conditions:

- (a) Any hours of work offered and refused by **an** employee will be deducted **from** the guarantee
- (b) Time missed due to illness or layoff of one day or more will be deducted from the guarantee
- (c) An act of God which prevents the Company from operating such hours will be deducted from the guarantee
- (d) Statutory Holiday hours will be considered hours of work **and** will be deducted from the guarantee

**11.15** The Chief Steward will be provided with schedules of hours for each plant department setting forth the normal times for work to begin and end on every day in the week for the department, or for groups or individuals within the department. Except by mutual consent the hours prescribed in the schedules shall not exceed eight (8) hours daily and forty (40) hours weekly.

The daily hours prescribed in the schedules may be altered **as** required for the operation and improvement of the business. The Company however agrees that except by mutual consent the schedule of individual employees shall not be changed without three days' notice. The requirement for three days' notice shall not apply where the change in schedule is made necessary because of absenteeism or other reasons beyond the control of the Company. In such cases the employee will be given **as** much notice as possible. Reasons beyond the control of the Company for purposes of this article shall be mechanical breakdown, power failure, inclement weather delaying arrival of birds to the plant, absence of inspectors.

On those occasions where short hours are in effect due to a shortage of available work the starting and finishing times of shifts may be altered without such changes being considered schedule changes under the provision of the above paragraphs. However, employees will be advised of such changes at least during the shift immediately preceding the day on which the work shortage is to occur. When advising employees of such shorter hours the Company will indicate the latest finishing time, **such** time will not be more than two (2) hours from the actual finish time.

**11.16** The Company and the Union agree that, non-rotation of certain jobs in some

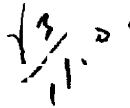
Departments may pose a threat to the health and safety of those employees working in that department. The Company agrees to implement job rotation for all jobs in the plant where rotation is discussed and required, Jobs will be rotated in a fair and equitable manner.

## **ARTICLE 12 - DESIGNATED HOLIDAYS**

**12.01** (a) The following days shall be observed as holidays with pay for seniority employees. Seniority employees shall receive eight (8) hours' pay at the regular **straight** time hourly rate as holiday pay.

The designated holidays are:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Simcoe Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Employee's Birthday  
Floater (will be Heritage Day if legislated)



(b) If the Employee's birthday **falls** on a Saturday, Sunday, Statutory Holiday, or during the employee's approved vacation schedule, they shall be allowed an extra **day** off or an extra day's pay at straight time rate of pay at the employee's option. The day off to be a mutually agreed day between the employee and the Company.

**12.02** Where a designated holiday falls on a Saturday **or** Sunday, it shall be observed on the preceding Friday or the following Monday.

**12.03** Effective the date of ratification, statutory holiday pay for Live Haul Drivers shall be increased to the 600 trailer rate.

**12.04** Where a Live Haul Driver works on a statutory holiday, he shall be paid two **(2)** times the live haul statutory holiday rate as outlined in 12.03 above, in addition to his statutory holiday pay.

**12.05** An employee shall only be considered to have worked on a designated holiday if he is required to work during the period he would have worked had the designated holiday been a normal work day for the plant.

**12.06** In order to qualify for payment of any of the holidays designated in Article 12.01, the employee must work the full scheduled shift on the declared work day immediately prior to the holiday and the full scheduled shift on the declared work day immediately following the holiday.

An employee who is otherwise eligible but fails to work the shift before or the shift

Following the holiday due to an absence authorized in advance by the Company shall not be disqualified from receiving holiday pay.

An employee who is otherwise eligible but fails to work the shift before or the shift following the holiday due to an injury for which Workers' Compensation is received, hospitalization or an absence authorized by the Company shall not be disqualified from receiving holiday pay.

**12.07** The Company agrees to pay an employee who would otherwise qualify for designated holiday pay, but who is receiving sick leave pay or workers' compensation the difference between sick leave pay or workers compensation and the holiday pay, as the case may be. This provision, will only apply when the employee is receiving weekly sick leave benefits, or if on workers' compensation, for a period not to exceed the maximum stipulated by the sick leave benefits insurance plan.

**12.08** Where a Delivery Driver works on a designated holiday and is engaged in a mileage run, he shall receive two (2) times the Delivery Driver hourly rate in addition to the rate for the run.

An employee who is required by the Company to work a designated holiday shall be paid at the rate of two (2) times the employee's straight time rate of pay for all hours worked. The provisions of this Article 12.08 do not apply to an employee who has had the holiday off and starts another shift before the end of the designated holiday.

**12.09** A Delivery Driver on a mileage run shall only be considered to have worked on a designated holiday if he is required to work during the period he would have worked had the designated holiday been a normal work day for the plant.

## **ARTICLE 13 - VACATIONS**

**13.01** Employees with less than one (1) year's continuous service as of June 30th in any year shall accumulate vacation at the rate of one half (½) day per month for each full month of service from the date of their employment to June 30th in any year and shall be granted vacation pay in accordance with the provisions of the Employment Standards Act.

**13.02** An employee having at least one (1) year's continuous service with the Company as of June 30th in any year shall be entitled to two (2) weeks' vacation with pay computed at the rate of four (4%) percent of the employee's earnings with the Company in the twelve (12) month period immediately preceding such June 30th.

**13.03** An employee having at least five (5) years' continuous service with the Company as of June 30th in any year shall be entitled to three (3) weeks' vacation with pay computed at the rate of six (6%) percent of the employee's earnings with the Company in the twelve (12) month period immediately preceding such June 30th.

**13.04** An employee having at least nine (9) years' continuous service with the Company as

me 30th in any year shall be entitled to four (4) weeks vacation with pay computed at the rate of eight (8%) percent of the employee's earnings with the Company in the twelve (12) month period immediately preceding such June 30th.

**13.05** An employee having at least twenty (20) years' continuous service with the Company as of June 30th in any year shall be entitled to five (5) weeks vacation with pay computed at the rate of ten (10%) percent of the employee's earnings with the Company in the twelve (12) month period immediately preceding such June 30th.

**13.06** Notwithstanding the other provisions of this Article 13, when an employee is discharged for just cause he will receive vacation pay in accordance with the Employment Standards Act,

**13.07** Employees shall advise the Company on the appropriate form, by January 15th, of any year of the time they prefer to take vacation during that year. The Company will advise the employees by March 1st of that year whether or not their vacation request is approved. When the Company has granted vacation, it will not allow employees to exchange vacation periods. Where there is a conflict between two (2) or more employees regarding preferred time for vacation, the Company will consider departmental seniority in assigning the vacation subject to the Company having the right to retain enough qualified employees to perform the work. The Company will provide the Chief Steward of the Union and the Union office with a copy of the vacation schedule by February 21st. After an employee has been advised of his vacation, the Company shall **not** alter his vacation.

**13.08** If a designated holiday falls within an employee's vacation period, the Company will allow the employee a compensatory day's holiday with pay or make payment for the designated holiday. Employees shall advise the Company **at** least two (2) weeks prior to leaving on vacation whether they wish to receive compensatory day's holiday or to be paid for the designated holiday.

**13.09** No employee shall be granted more than two (2) weeks [~~ten~~ (10) working days] vacation between June 21st and September 21st of any year. Leave requests will be considered by seniority for any time beyond the two (2) week period, with a limitation upon how often the employee may request such leave.

**13.10** The Company agrees to provide the employees vacation pay on a separate direct deposit in accordance with Article 9.04."

## **ARTICLE 14 - BULLETIN BOARDS**

**14.01** The Company agrees to provide the Union with space on its existing bulletin boards for the exclusive use of ~~the~~ Union. The Union agrees that it will use the space to post notices and information regarding the Union and its activities. Such notices shall be initiated by a designated Union official prior to posting. The Union agrees that it will not post notices containing adverse comments about the Company or its management.

**14.02** The Union will not distribute or cause to be distributed on the property of the Company, for or on its behalf, printed matter, except with the written permission of Management.

## **ARTICLE 15 - CLOTHING**

The Company will continue to supply aprons, hair nets, gloves and beard nets, where required and in addition launderable outer work clothing where specified by the Company. The Company will record the names of employees whose aprons disappear and should they continue to lose aprons the employee will be charged for a new apron. The Company will provide two (2) smocks daily for employees in Live Receiving. The Company agrees to provide a clean smock daily to each production employee who requests one.

**15.02** The Company agrees to pay a yearly allowance towards the purchase by employees of safety footwear for their use at work. Such allowance will be sixty (\$60.00) dollars for safety footwear or an allowance of sixty-five (\$65.00) dollars for insulated safety boots where required. The employee shall provide a receipt proving purchase. The Company agrees that the full amount of the allowance can be applied to multiple purchases.

**15.03** The Company agrees to provide freezer jackets for the use of employees required to work in the freezer or in areas maintained below 0°C. The Company will make available freezer pants for employees required to work in the freezer for extended periods of time. This provision does not include employees in and out movement in the course of their regular duties.

**15.04 (a)** The Company agrees to supply to delivery drivers uniforms consisting of three pants, one dual purpose jacket, five shirts, five short sleeved shirts and two (2) winter parkas. The uniforms shall be mandatory and paid 100% by the driver in the first year of employment. After one year the Company will pay 100% of the costs of uniforms. The wearing of all parts of the uniforms is mandatory.

(b) The Company will supply two (2) types of material to drivers, light and heavy weight for uniforms. Each driver will have a choice of the material or a combination of both for the purpose of winter or summer.

**15.05 (a)** Company to supply persons working in the coolers with outer clothing (coveralls). The employee will be required to wear the clothing supplied. Live Haul drivers will be supplied with a pair of coveralls per day and winter parkas for yard people. The Company will launder coveralls.

(b) The Company agrees to give employees a choice on replacements of a parka or insulated coverall. The Union acknowledges that the Company will not be responsible for the laundry of the insulated coveralls.

**15.06** The Company will supply two (2) pairs of coveralls daily to Live Haul Drivers and thereafter on a replacement basis. The Company will supply one (1) pair of insulated coveralls to Live Haul Drivers.

**15.07** The Company shall provide two (2) rainsuits per year to each Live Haul Driver.

## **ARTICLE 16 - SAFETY AND HEALTH**

**16.01** The Company will make reasonable provisions for the safety and health of its employees at the plant during working hours of their employment,



The Company and the Union will name an in-plant safety and health committee comprising of not more than five (5) Management and five (5) Union representatives who are employees of the Company. Such committee shall meet once a month. One (1) Management representative and one (1) Union representative who are members of the committee shall make a safety tour of the plant once a month. Each member of the Union Safety Committee, if available, will rotate on a monthly basis for the plant safety tour.

The committee will be given one hour of preparation time per month in addition to meetings, plant tours and other duties. The Union shall select one (1) certified member from the committee for each shift and one (1) alternate Certified member from each shift to carry out the duties of a certified member. Only one (1) member per shift will be designated to carry out the duties of a certified member representing Union members.

The Company agrees to pay the cost of training certified members.

**16.03** An employee who is injured at work and requires medical attention **and** who a doctor determines is unable to return to work shall be paid for the balance of his regular hours in the day upon which the injury occurred,

**16.04** Employees injured at work will be provided with transportation to their home, **or** for medical attention and then back to work or home after the necessary medical attention. Thereafter the injured employee may attend their family physician if so desired.

**16.05** The Company will provide an adequately equipped first aid room with a qualified attendant in charge.

**16.06** Any accident in which immediate medical attention is required the accident scene must be left undisturbed until it has been reviewed and released by an accident review committee composed of one Management and one Union representative of the health and safety committee. In the event that the health and safety committee members are not present in the plant, **a** report of the accident will be provided to the health and safety committee in place of review and release **by** the accident review committee. The Company agrees that it will appoint **a** management health **and** safety committee representative who is working on shift work.

Medical attention for purposes of this Article mean attendance at **a** hospital or by a physician.

**16.07** Where drivers identify delivery locations which they believe involve **a** health and safety **risk**, the Company will make its best efforts to resolve the problem with the customer. Where a dispute develops over the resolution of such problems, the matter will be referred to the Health and Safety Committee.

**16.08** The Company agrees to make every effort to keep the weight of the boxed beef between fifty (50)lbs. to seventy-five (75)lbs.

## **ARTICLE 17 - JOB TRANSFERS**

**17.01** When a permanent job opening becomes available the Company agrees that **all**

ent job openings will be posted on the designated Company bulletin boards for three (3) days. Employees may apply for the said opening within the three (3) days, The successful applicant will be selected in accordance with 10.09 of the Collective Agreement within five (5) working days. Job postings are limited to the original job and the first vacated job only and the Company will be under no obligation to post any job beyond what is provided for in this clause.

The Company agrees to transfer the successful applicant within fifteen (15) working days of their selection to the new **job**.

Employees transferred pursuant to Article 17.01 shall not be permitted to apply for another job posting for nine (9) months after the date of the transfer.

**17.02** The Company agrees to post the vacant delivery routes (**runs**) within the drivers' group first, before posting plant wide. The Company further agrees to post all vacancies within the live haul area.

**17.03** An employee who is transferred to a different **job** classification within the bargaining unit shall he paid while so employed as follows:

- (a) If the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay.
- (b) If the transfer is for the convenience of the employee, or to enable him to avoid lay-off, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate.
- (c) If the transfer **is** for a higher rate of classification the employee will receive the **higher** rate of pay.
- (d) Temporary transfers shall be deemed to be replacements for employees who are temporarily absent and not the movement of employees required to complete the daily production requirements,
- (e) When the Company decides to transfer employees temporarily, full consideration shall be given to seniority on a departmental basis or **job** classification basis.

**17.04** Where the Company decides that it is necessary to transfer employees from one department or job to another and where employees asked **to** transfer do not volunteer to accept the transfer the Company shall have the right to transfer the most junior employee in the department who **has** the skill necessary to immediately perform the **job**.

## **ARTICLE 18 - REPORTING AND CALL OUT PAY**

**18.01** Except in cases of emergency, including power failure or mechanical breakdown, where notice is not possible, employees reporting for work at their regular starting time, who have not been notified not to report to work, will be offered at least four (**4**) hours' work or at the option of the Company four (4) hours' pay in lieu of work. Employees absent on the previous day shall not

...ve payment pursuant to this Article 18.01 unless they have notified the Company that they are returning to work on that day.

**18.02** Where an employee is called in to work outside his normal working hours, he shall receive four (4) hours' pay at his regular straight time rate of pay for the hours actually worked or the appropriate rate, whichever is the greater.

**18.03** An employee reporting for work **as** designated shall receive pay from the time so designated upon reporting for work. Employees will be advised the previous day of the time to report should the normal reporting time be changed.

## **ARTICLE 19 - MISCELLANEOUS**

**19.01** In order to facilitate the intent and purpose of our Collective Agreement, the Company and the Union agree that a proper working relationship must be maintained between the Shop Stewards and the Area Foremen. In instances of normal disciplinary action the Company will endeavour to give the Area Steward an opportunity to advise employees of forthcoming discipline prior to the Foreman issuing formal discipline to the employee. The Company will inform the Union Steward of all pertinent information which is not of a confidential nature and that relates to impending discipline. The Union and the Company will work **together** to reduce frivolous grievances.

**19.02** The Company agrees to provide the Chief Steward **and** the Union office with a copy of notices of discipline given to employees. Such notice will indicate the reason for which the discipline is being imposed.

**19.03** The word "promotion" as used in this Collective Agreement **shall** be deemed to mean a permanent transfer to a job carrying a higher rate of pay or range of rates.

**19.04** Prior to the implementation of any new jobs, the Company will inform the Union of the **new** job and the proposed rate. The Company agrees to meet within 10 days with the Union to allow them to make representations to the said job and rate if so requested.

**19.05** Lead Hand shall be defined as a person who performs work **and** transmits orders **and** shall have no authority to hire, fire, or discipline other employees or to recommend the same and shall be a Union member.

**19.06** Employees are to punch their own time cards, no other employee or member of management is to punch an employee's time card.

**19.07** All employees are responsible for keeping Personnel informed of their correct address, phone number, beneficiary, dependant coverages, persons to notify in case **of** accident or illness, change in marital status, Ontario Health Number and Social Insurance number, and are responsible for **notifying** Personnel of any changes.

**19.08** During negotiations the Company expressed its concern about absenteeism. Employees recognize that regular attendance on their part is required to allow the Company to operate.

## **ARTICLE 20 - DRIVERS**

**20.01** (a) A Delivery Driver who completes twelve (12) continuous hours of work or longer and who is still further than seventy-five (75) miles from the plant, may elect to book off for up to eight (8) hours and engage lodging.

(b) A Live Haul Driver who finds it necessary to rest after leaving the farm for the return trip to the Company may stop for up to 1/2 hour. Any stops in excess of 1/2 hour must be reported to the Driver's Dispatcher.

**20.02** Drivers will be permitted to take an unpaid lunch period of up to thirty (30) minutes during their shift.

**20.03** Where possible the Company will provide help to Live Haul Drivers in loading trailers at the farm.

**20.04** Delivery Drivers required to make deliveries with trailers shall be given help after mutual agreement between Driver and the Company.

**20.05** The Company agrees to pay the cost of parking tickets incurred by Drivers where delivery was not possible otherwise.

**20.06** Live Haul Drivers drawing birds from the U.S. and required to lay over will receive the 600 trailer rate for each day of lay-over.

**20.07** Drivers required to lay over over-night will receive a lay-over allowance of twenty-eight dollars and twenty cents (\$28.20) during the term of this Agreement.

**20.08** The Company and the Union agree that drivers will operate all Company vehicles within reasonable confines of the law. The Union agrees that no Driver will operate a Company vehicle in excess of ninety (90) km per hour. The Union further agrees that no driver will operate any equipment owned by a customer or a grower.

**20.09** Drivers from the Live Haul Driver group who have completed their probationary period, and have been certified to run outside the province or country, will on a voluntary basis be added to separate lists for hauling loads outside the province or country or doubles. The loads will be rotated among the drivers on the list. If a driver is unable to perform the run (out of the province, country or double) he will advise dispatch at least twelve (12) hours in advance.

**20.10** All Live Haul Drivers to call dispatch during business hours (prior to 4:30 p.m.) for loads that night. Sunday night loads' drivers to call dispatch prior to 4:30 p.m. on Fridays.

**20.11** Any driver involved in more than one minor accident in any **six (6) month period** will be removed from driving and will work in the yard at the corresponding rate for a period of one week for re-training. The provisions of this Article shall apply to the first such incident of more than one minor accident within **six (6) months**.

**20.12** Live Haul Drivers required to wait at farms for more than 1½ hours will be paid the

rent delivery driver tractor trailer hourly rate for the time in excess of 1 ½ hours..

When a Live Haul driver breaks down and is required to stay on duty, he shall be paid the current delivery driver tractor trailer hourly rate for **all** hours he is on duty during the breakdown. If the driver on breakdown is not required to stay on duty he shall book off and seek accommodation and will be paid the driver lay-over rate of \$\_\_\_\_\_ (600 trailer rate) for each day of the lay-over because of the breakdown.

**20.13** Drivers shall be supplied with accident report forms and incident report forms. They will be completed on request.

**20.14** Highway drivers asked to work city after a regular run to receive one and **one** half (1%) applicable driver's rate.

**20.15** Highway drivers required to make a pickup shall receive seventeen (\$17.00) dollars for that pickup.

**20.16** The Company agrees that it will not schedule brokers. The Company further agrees brokers will not be used unless Company drivers are not available to pick up the load and deliver it to the plant within the time required by the Company. With the exception of the above the Company will only use the three brokers to do non bargaining unit work. Removal of brokers from the schedule to be effective **January 1, 1991**. The Company has agreed to remove the brokers from the schedule on the understanding that Company drivers recognize that the regular attendance on their part is required to allow the Company to operate without scheduling brokers.

## **ARTICLE 21 - BENEFITS**

**21.01** Company payment of the premiums for the insurance plans described in this Article 21 is conditional **upon** the employee performing **work** for the Company during the month in which the premiums fall due. **In** the case of an employee who is absent and receiving accident and sickness benefits or Worker's Compensation, the Company will continue to pay insurance premiums that fall due for a maximum period of three (3) months beyond the month in which the employee last performed work for the Company.

**21.02** The Company may elect at some future date to transfer the underwriting and administration of one or more of these benefit plans provided for in this Article 21 to another insurance carrier with the understanding that in this event the benefits that will be provided by the new carrier will be similar or substantially similar to those in effect.

**21.03** **If** the Federal or Provincial Government brings into operation any insurance plan which provides benefits which are similar or substantially similar to those offered at present to employees of the Company and such coverage is available to employees on a voluntary or compulsory basis, the Company reserves the right to discontinue or modify the affected insurance

vided for in this Article 21 so as to establish a new plan with benefits not less favourable or to cease its contributions altogether should the Government plan to take over the particular field of insurance.

**21.04** It is understood and agreed that the cost of the benefit program paid by the Company provided in this Article 21 is in lieu of any employee entitlement to rebate under the Unemployment Insurance Act and the Company is entitled to all money rebated.

**21.05** The benefits and insurance plans referred to in this Article 21 are necessarily qualified in their entirety by references to the underlying policies of contracts issued in respect hereof by an insurance agency or government agency shall be controlling in all matters **pertaining** to qualification of employees for benefits thereunder and in all matters pertaining to the exercise and extent of benefits and conditions.

**21.06** The Company agrees to pay for a benefit package for its employees consisting of the following:

**Life Insurance**

- (a) Self \$25,000
- (b) Spouse: \$ 2,500
- (c) Dependant Children: \$ 1,500
- (d) The Company agrees to provide for all bargaining unit employees a weekly indemnity program to cover first day of accident or hospitalization and fourth day of sickness for a maximum of 26 weeks of total disability payable at 60% of employee's insurable earnings up to the unemployment maximum benefit.

**Dental**

- (e) Effective 1st of month following ratification, Company pays after the employee attains seniority 75% of incurred cost, employee 25%, for one year ~~from~~ date of hire. Thereafter **Company plan will** pay 100% of incurred cost based on the plan in effect or at the O.D.A. rate in effect at that time.

O.D.A. fee schedule to apply as follows:

1993 O.D.A. fee schedule, effective on date of ratification. Effective the first year anniversary of the agreement the Company agrees to institute the 1994 O.D.A. fee schedule.

- (f) The Company will supply a Major Medical Program for all employees. The Major Medical Program will include an optical plan that will pay up to one hundred and twenty-five (\$125.00) dollars every 24 months for employees and dependents. The

deductible for Major Medical will be twenty (\$20.00)dollars family and ten (\$10.00) dollars single per year. The deductible is not applicable to the Vision Care Program.

- (g) The Company will **pay** current OHIP premiums.
- (h) The Company agrees to contribute 15¢ per hour per employee to a maximum of forty hours per week to the C.C.W.I.P.P. effective **August 1, 1996**. The Company further agrees to sign a C.C.W.I.P.P. Participation Agreement.

The Company **shall** continue its present employee pension plan of a matching contribution of the greater of 20¢ per hour worked to a maximum of forty (**40**) hours per week or 1.5% of gross earnings, excluding overtime until August 1, 1996.

### **21.07      Training and Education Trust Fund**

The Company agrees to contribute \$40,000 per year in **twelve** (12) equal payments to the United Food and Commercial Workers Union, Local 175, Training and Education Fund. The Company shall forward the contributions every month to the Union.

## **ARTICLE 22 - RELATIONSHIPS AND COMMUNICATIONS**

**22.01**      The parties to this Agreement recognize that **a** working environment in which there is mutual respect for the concerns and needs of employees, the Union and the Company is in all of their interest. In order to encourage the development **and maintenance** of such a work environment, the **parties** agree to the provisions of this Article 22.

**22.02**      The Company agrees that part **of** the creation and maintenance of the appropriate work environment requires proper treatment of employees by all members of Company management. The Company agrees that supervisors and their management persons must deal with employees in a manner which indicates a recognition of the principle expressed in Article 22.01.

**22.03**      The Union recognizes that the Company in its management have **needs**, concerns and obligations which must be recognized.

**22.04**      The parties recognize that because of the **cultural and** ethnic diversity of the work force **and** Company management, problems can result from misunderstandings and communication difficulties. The Company and the Union agree that they and their representatives have an obligation to make every reasonable effort to deal with such problems before they require use of the grievance procedure contained in this Agreement.

**22.05**      In order to attempt to overcome some of the problems and misunderstandings that have developed during the life of the last Collective Agreement, the parties agree to participate in the Ontario Ministry of Labour's Relationship By Objectives program within three months of *the* date or ratification of **this** Agreement. The Company agrees to pay the cost of such program.

06 In order to ensure ongoing communication between the parties, the parties agree to the creation of the following:

- (a) Departmental union management committees for each department, such committees to consist of the mutually agreed number of Union Stewards and Company department supervisors from each department to meet monthly or at such times as the committee members mutually agree. Such committee meetings to be attended by the Chief Steward and a representative of the Personnel Department. Such meetings will be held in the plant.
- (b) Company/Union Management Meetings - Such committee to consist of a mutually agreed number of Union Stewards including the Chief Steward and senior Company Management including Directors of the Company to meet every three months or at such time ~~as~~ the committee mutually agrees. The Union staff representative servicing the bargaining unit will be invited to attend the meetings of the committee. Such meetings will be held outside the plant.

The purpose of the committees referred to above is to foster communication between the parties to the Agreement and to identify problems which either of the parties perceives with a view to creating and maintaining the working environment referred to in Article 22.01.

The parties agree that the success of such committee meetings requires that the parties feel free to openly discuss issues. To ensure such openness, the parties agree that matters discussed in such meetings shall be considered privileged. The matters discussed and statements made will not be referred to or become evidence in any hearing before any tribunal in which the parties ~~are~~ adversaries, The parties further agree that there are formal grievance procedures contained in the Collective Agreement and the committees referred to above are not intended nor are they to be used to settle grievances filed under the grievance procedure. Employees **will** not lose pay as a result of attendance at such meetings.

Minutes of such meetings will be posted. **Such** meetings will indicate what issues were discussed and what if any resolution was reached. Such minutes will not indicate the content of discussions.

**22.07** The Company recognizes that the Union and employees have expressed concern about the frequency of the Company's use of letters of discipline. While the Company reserves the right to discipline employees for just cause, it recognizes the concern of the Union and employees. The Company agrees to review its disciplinary procedures to ensure that the use of the letters is consistent with the principle expressed in Article 22.01 above. The Company will meet **with** the Union representatives prior to implementing any changes in the process in order to get their views as to how the process could be improved.

## **ARTICLE 23 - DURATION**

**23.01** This Agreement shall become effective on the 11th day of October 1994 and shall remain in full force and effect until the 12th day of October 1996 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other **party** in writing **as** provided for in Article 23.02 of **its** desire to negotiate amendments to this Agreement.

**23.02** Notice that amendments are required **shall** only be given during the period of not



an ninety (90) days **and** not less than thirty (30) days **prior** to the 12th day of October 1996, similar periods thereof. If notice of **desire** to amend this Agreement **is** given **by** either party in accordance with the foregoing, the other **party** agrees to meet for the purposes of negotiations.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF MARCH, 1995.

MAPLE LODGE FARMS LIMITED

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

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**APPENDIX 'A'**

**WAGE RATES - PLANT**

**PROGRESSION**

	<b><u>START</u></b>	<b><u>2 MOS</u></b>	<b><u>4 MOS</u></b>	<b><u>6 MOS</u></b>
Group 1	11.12	11.77	12.43	13.08
Group 2	11.22	11.88	12.54	13.20
Group 3	11.42	12.10	12.77	13.44
Group 4	11.53	12.20	12.88	13.56
Group 5	11.58	12.26	12.94	13.62
Group 6	11.63	12.31	13.00	13.68
Group 7	11.90	12.60	13.30	14.00

**WAGE RATES - FURTHER PROCESSING**

**PROGRESSION**

<b><u>GROUP #</u></b>	<b>START</b>	<b><u>2 MOS</u></b>	<b><u>4 MOS</u></b>	<b><u>6 MOS</u></b>
	85%	90%	95%	100%
Group 1	10.27	10.87	11.48	12.08
Group 2	10.57	11.20	11.82	12.44

**WAGE RATES - SHIPPING**

**PROGRESSION**

Group 1	11.58	12.26	12.94	13.62
Group 2	12.09	12.80	13.51	14.22

**WAGE RATES - PLANT**

Group 1	General Help	13.08
Group 2	Crops	13.20
Group 3	Vacuum <del>Gun</del> Operator Offal Operator Draw Viscera (by hand) Retail <b>Shipping</b> Mixer Operator Peeler Operator	13.44

Group 4	Live Hanger	13.56
Group 5	Cooler	13.62
Group 6	Night Clean Up	13.68
Group 7	Rotators	14.00

**PLANT NEW FURTHER PROCESSING**

Group 1	General Help	12.08
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\* This rate is to be applied only to new hires and employees who transfer into the classification, except for employees who are transferring in, in order to avoid a lay-off.

Group 2	Mixer Operator Peeler Operator	12.44
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**SHIPPING DEPARTMENT**

Group 1	Assembler	13.62
Group 2	Shippers	14.22

LEAD HAND PREMIUMS to be \$ 0.40 per hour above the highest classification in the department.

All employees shall receive a \$400.00 lump sum payment upon ratification of the collective agreement. All employees shall receive a \$400.00 lump sum payment on or about October 12, 1995.

**APPENDIX "B"**

**DELIVERY DRIVERS - MILEAGE RUNS**

(a)	Straight Truck (M2)	19.0 cents km (27/m)
	Tractor trailer (M1)	20.5 cents km (29.2/m)
(b)	Tonnage Rate OK Drop Rate Whichever yields higher dollar value	3.50
	*Drop <b>rate</b> is defined as per stop as opposed to per invoice	
(c)	Pick Up Rates	16.97
(d)	Drivers' overnight rate	28.20
(e)	Down Time	Pay hourly rate

**STARTING RATE FOR DELIVERY DRIVERS**

	<u>START</u>	<u>2 MOS</u>	<u>4 MOS</u>	<u>6 MOS</u>
	85%	90%	95%	100%
Delivery Drivers (Straight)	12.47	13.20	13.94	14.67
Delivery Drivers (Trailer)	12.95	13.71	14.47	15.23

**LIVE HAUL DRIVERS' RATES**

Crate rate provided below for trips **up** to 320 kms in length

<u># CRATES</u>	<u>WAGES</u>
364	101.56
556	152.36
600	163.30
640	175.04
644	176.04
688	188.12

On trips of 320 kilometres or more, the above rate and the applicable kilometre rate for kilometres beyond 320.

"Dolly trailer" is classified at **six** hundred (600) trailer rate.

\$10.00 per load to be **paid** to drivers of solid top live haul trailers.

Above **rates apply** after 6 month seniority.

**STARTING RATES:** for new **drivers** hired to be : 85% of rates as listed above. Progression to be 5% every 2 months until top rate is reached.

<b><u>START</u></b>	<b><u>2 MOS</u></b>	<b><u>4 MOS</u></b>	<b><u>6 MOS</u></b>
85%	90%	95%	100%

**DRIVERS' RATE - LIVE HAUL MILEAGE RUNS**

<b><u>Driving</u></b>	<b><u>Loading</u></b>
22.5 cents km (36.6/m)	59.14

**LETTER OF UNDERSTANDING**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175**

**RE: LOAD BARS**

The Company agrees to install load bars on all existing **and new** delivery trucks where **missing**. Company further agrees to replace all damaged load bars.

**FOR THE COMPANY**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175**

**RE: HEATED MIRRORS**

The Company agrees that all new trucks will have heated mirrors and agrees that when replacing broken mirrors on the existing trucks that heated mirrors will be installed.

FOR THE COMPANY

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FOR THE UNION

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175**

**RE: PUMP JACKS**

The Company agrees to provide fifteen (15) pump jacks for the exclusive use of the delivery department.

FOR THE COMPANY

FOR THE UNION

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**LETTER OF UNDERSTANDING**

BETWEEN

MAPLE LODGE FARMS

AND

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175

**RE: AIR CONDITIONING UNITS**

The Company agrees to service and maintain existing air conditioning units.

FOR THE COMPANY

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FOR THE UNION

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