

# **COLLECTIVE AGREEMENT**

**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**

**EFFECTIVE DATE: OCTOBER 13, 2003**

**EXPIRY DATE: OCTOBER 12, 2006**

00269(10)

**00269 (10)**

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**THIS AGREEMENT ENTERED INTO AS OF THE  
25TH DAY OF NOVEMBER, 2003**

**BETWEEN:**

**MAPLE LODGE FARMS LTD.**  
(hereinafter referred to as the "company")  
**OF THE FIRST PART**

**AND**

**UNITED FOOD AND 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 agree 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.
- 2.03 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 wash-

room 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.

### **ARTICLE 3 UNION SECURITY**

- 3.01 The Company agrees to deduct every week 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 dues and initiation report will be provided in the form of e-mail (remit at UFCW175.com) or computer diskette as well as a hard copy of the dues report being attached to the remittance cheque.
- 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, reasonable 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

4.02 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, sit down, slowdown, or **any** suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company; 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 current Ontario Labour Relations Act, “as amended from time to time.”

## **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) Packing;
- (g) Cut-up;
- (h) Cut-In-Nine;
- (i) Sanitation;
- (j) Deboning;
- (k) Further Processing;
- (l) New Further Processing;
- (m) Tray Pack;

- (n) Sing;
- (o) Breast Deboning;
- (p) Individual Quick Frozen (I.Q.F.);
- (q) Coning

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 Chief Steward will automatically have a seat on the Negotiating Committee by virtue of his/her position. (The Union will give its best effort to ensure that the negotiating committee is representative of all bargaining unit areas of the Company).

The Company shall pay fifty (50) per cent of eight (8) hours wages for no more than seven (7) employees on the Negotiating Committee, up to a total of five (5) days per employee (a combined total of thirty-five (35) days) for attendance at negotiation sessions with the Company. Payment shall be at the employees' straight time hourly rate.

6.04 The Union agrees that no Union member or 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.
- 6.09 The Company agrees to contribute one thousand dollars (\$1000) toward the cost of printing of the Collective Agreement.

## **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 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 inter-

pretation, 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 or 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 writ-

ten 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, grandchildren.

An employee with established seniority, who suffers a loss of a brother-in-law, sister-in-law, grandparent, 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.

Bereavement pay for Live Haul Drivers and Delivery Drivers shall be paid at the 592 trailer rate.

### 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 **up 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 which shall not be unreasonably requested. 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) week's 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.

- 8.10 The Company will notify the Chief Steward and the Union Steward of the department of any "return to work meeting" with a WSIB case worker, to allow the Chief Steward and the Union Steward to participate in the meeting, unless the employee objects.

**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.
- 9.05 Where the Company makes an error on an employee's pay cheque, such error will be corrected by the following pay day provided the employee advises personnel by Tuesday. Errors of eight hours or more will be paid by separate cheque within a week from the date that personnel is notified.

## **ARTICLE 10 SENIORITY**

- 10.01 An employee shall be considered a probationary employee until he has performed fifty-five (55) days of 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 one (1) 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;
  - (b) Delivery Drivers;
  - (c) Shipping;
  - (d) Eviscerating;
  - (e) Live Receiving;
  - (f) Packing;
  - (g) **Cut-up;**
  - (h) Cut-In-Nine;
  - (i) Sanitation;
  - (j) Deboning;
  - (k) Further Processing;
  - (l) New Further Processing;
  - (m) Tray Pack;
  - (n) Tying;
  - (o) Breast Deboning;
  - (p) Individual Quick Frozen (I.Q.F.);
  - (q) Coning
- 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 he 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 (1½) 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 (1½) 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 from 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.
- 11.06 Employees shall receive an unpaid lunch period of at least one half (½) 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 2:00 p.m. and 4:59 a.m. shall receive a shift premium of forty-five (45¢) 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 seventy-five (75¢) 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 **per-**form 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(A)	Packing, Cut-Up, Cut-in-Nine, Tray Pack, Tying
Plant 2(B)	Breast Deboning, Individual Quick Frozen (I.Q.F.), Coning
Plant 3	Deboning and Further Processing (Weiner Plant)
Plant 4	New Further Processing (Deli Plant)
	Sanitation Department
	Shipping Department
	Delivery Department
	Live Haul Department

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.

- 11.12 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 Each employee, with the exception of production plant employees with less than two (2) years seniority will be guaranteed 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) Time missed due to reasons beyond the control of the company which prevent 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

Production plant employees with less than two (2) years' seniority, may have a normal work week of up to forty (40) straight time hours during the first two (2) years of their employment notwithstanding Article 11.02.

11.15 (a) 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 how-

ever 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, gas service interruption, water service interruption, inclement weather delaying arrival of birds to the plant, absence of inspectors or veterinarians. The Company will endeavour to provide greater than three (3) days notice in the event of a substantial schedule change.

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. 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.

- (b) If the Company requires employees to wait in the cafeteria due to delays as a result of mechanical breakdown, power failure, inclement weather delaying the arrival of birds to the plant or absence of inspectors or veterinarians, the employees affected will be paid for all waiting time at their straight time hourly rate. It is understood and agreed that such employees must, if requested to do so by the Company, perform any other work

during this time. The Company agrees to assign employees in accordance with Article 17.04.

- 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.
- 11.17 A new shift may be established for the sanitation department of up to two (2) days per week, twelve (12) hours per day, twenty-four (24) hours per week. Employees regularly assigned to this shift shall be considered full time regular production employees, for purposes of Article 2.01 and Article 11.11. Article's 11.02, 11.03 and 11.14 shall have no application to employees working this shift. Such shift shall be scheduled for Saturdays and Sundays.

## **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 and Delivery Drivers shall be paid at the 592 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** at least seven (7) hours of the scheduled shift on the declared work day immediately prior to the holiday and at least seven (7) hours of the 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 ( $\frac{1}{2}$ ) 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) week's vacation with pay computed at the rate of four (**4%**) percent of the employee's earnings with the Company (excluding previous year's vacation pay) 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 (excluding previous year's vacation pay) 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** of June 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 (excluding previous year's vacation pay) 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 (excluding previous year's vacation pay) in the twelve (12) month period immediately preceding such June 30th.

- 13.06 An employee having at least twenty-five (25) years' continuous service with the Company as of June 30th in any year shall be entitled to six (6) weeks vacation with pay computed at the rate of twelve percent (12%) of the employee's earnings with the Company (excluding previous year's vacation pay) in the twelve (12) month period immediately preceding such June 30th.
- 13.07 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.
- 13.08 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, employees may exchange vacation periods only with the consent of the Company. 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.
- 13.09 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.

- 13.10 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.
- 13.11 The Company agrees to provide the employees vacation pay on a separate direct deposit in accordance with Article 9.04.”
- 13.12 All banked vacation pay will be paid out by July 15th of each year.

#### **ARTICLE 14 BULLETIN BOARDS**

- 14.01 The Company agrees to provide the Union with two (2) enclosed bulletin boards for the exclusive use of the Union, one (1) in the cafeteria and one (1) in the transportation department. 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. The Company agrees to provide the Chief Steward with a key to the cafeteria bulletin board and the transportation stewards will be provided with keys to the bulletin board in the transportation department.



- 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**

- 15.01 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 one hundred twenty-five (\$125.00) dollars. The employee shall provide a receipt proving purchase of safety footwear. The Company agrees that the full amount of the allowance can be applied to multiple purchases. Effective October 13, 2004, the boot allowance shall be one hundred and thirty (\$130.00) dollars. Effective October 13, 2005, the boot allowance shall be one hundred and thirty-five (\$135.00) dollars.
- 15.03 (a) The Company agrees to provide freezer jackets for the use of employees required to work in the freezer or in areas maintained below 0C. 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.

- (b) The Company will provide freezer gloves for freezer employees, drivers and shunters, when required. The Company further agrees to provide, upon request, two (2) hoods per year (for under hard hats) for freezer and cooler employees.

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. Live Haul Drivers who perform delivery work one day ~~or~~ more per week, shall be provided with one pair of pants, one dual purpose jacket, two shirts, two short sleeved shirts and one winter parka. 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. Jackets and parkas will include conspicuous (reflective) material.

- (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 or coverall liners.
- 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 two (2) coverall liners to Live Haul Drivers during the term of the Collective Agreement. Such liners will be given within one month of ratification. The Company will supply reflective vests for the use of Live Haul Drivers, at their option.
- 15.07 The Company shall provide two (2) rain suits per year to each Live Haul Driver and each yard worker. The Company shall provide one (1) rain suit per year to all Delivery Drivers. Rain suits will include conspicuous (reflective) material.
- 15.08 Drivers who wish to wear hats will wear hats supplied by the Company. The Company will purchase two types of hats with the Maple Lodge logo for drivers in the Live Haul and delivery areas. The hats will be a baseball cap and a Gatsby hat. The Company further agrees to purchase toques for the Live Haul area.

## **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.
- 16.02 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 com-

mittee. 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 permanent 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 and new hires 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 be paid while so employed as follows:
- (a) If the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate 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. Students will be the first transferred, provided they have the skills 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 receive 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.

## 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 scan their own scan cards, no other employee or member of management is to scan an employee's scan 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 ½ hour. Any stops in excess of ½ 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 592 trailer rate for each day of lay-over.
- 20.07 Drivers required to lay over overnight will receive a lay-over allowance of thirty-three dollars and twenty-nine cents (\$33.29). Effective October 13, 2004 the rate shall increase to thirty-four dollars and three cents (\$34.03). Effective October 13, 2005 the rate shall increase to thirty-four dollars and ninety-seven cents (\$34.97).
- 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 posted speed limits to a maximum of one hundred kilometres (100 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 preventable 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 current 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 (592 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 and Live Haul Drivers asked to work city after a regular run to receive one and one half (1½) applicable driver's rate.
- 20.15 Highway drivers required to make a pick up shall receive twenty dollars and three cents (\$20.03) for that pickup. Effective October 13, 2004 the rate shall become twenty dollars and forty-seven cents (\$20.47).

Effective October 13, 2005, the rate shall become twenty-one dollars and four cents (\$21.04).

- 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 attendanc on their part is required to allow the Company to operate without scheduling brokers.
- 20.17 Highway drivers required to wait for a pick-up shall be paid for all waiting time in excess of one (1) hour at the applicable driver's rate.
- 20.18 The Company agrees that where a driver **is** assigned a load with few calls, and is required to do a second load, that driver will be advised prior to commencing the **first** load.
- 20.19 When it takes more than three hours to load fowl at a farm (excluding waiting time), the effected live haul driver shall be paid at the current delivery driver tractor trailer hourly rate for the loading time in excess of three hours.

## **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 twelve (12) 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 provided 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 \$35,000
- (b) Accidental Death and Dismemberment: \$35,000
- (c) Spouse: \$5,000
- (d) Dependent Children: \$2,500
- (e) 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**

- (9) 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:

2002 O.D.A. fee schedule, effective on date of ratification. Effective October 13, 2004 the Company agrees to institute the 2003 O.D.A. fee schedule. Effective October 13, 2005, the Company agrees to institute the 2004 O.D.A. fee schedule.

The maximum benefit coverage for all payments from the dental plan shall be \$1750 per employee per dependent per year, increasing to \$1800 per

employee per dependent per year effective October 13, 2004.

- (g) 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 seventy-five (\$175.00) dollars every 24 months for employees and dependents. Effective October 13, 2004 the optical plan will pay up two hundred (\$200.00) dollars every 24 months for employees and dependents.

On or before March 1, 2001, the Company will implement a generic drug card plan, to include medically necessary prescription drugs. Prescription drugs shall be defined as drugs and medicines that can only be obtained through a written prescription by a physician, surgeon or dentist. The dispensing fee shall be capped at seven dollars (\$7.00) per prescription. Brand name drugs are covered under the plan in cases where, for medical reasons, the physician, surgeon or dentist specifically states no substitution on the prescription.

- (h) The Company will pay current OHIP premiums.
- (i) Effective October 13, 2003, the Company agrees to contribute 61 cents per hour per employee to a maximum of forty hours per week to the C.C.W.I.P.P. The Company further agrees to sign a C.C.W.I.P.P. Participation Agreement

#### 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 of ratification of this Agreement. The Company agrees to pay the cost of such program.

22.06 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 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 13th day of October 2003 and shall remain in full force and effect until the 12th day of October 2006 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 more than ninety (90) days and not less than thirty (30) days prior to the 12th day of October 2006, or 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 Brampton, this 25th day of November, 2003.**

**Maple Lodge  
Farms Limited**

NADIA CLEMENTS  
DEBRA MAY-KEE

**United Food and Commercial  
Workers International Union  
Local 175**

DINA AMARAL  
JOHN CARTWRIGHT  
MERLYN CUERDO  
BRUCE GREENSIDES  
GERMANA OLIVEIRA  
JOE PEREIRA  
FERNANDO REIS  
HARRY SUTTON

**APPENDIX 'A'**

<b>WAGE RATES - PLANT</b>	<b>PROGRESSION</b>			
<b>October 13, 2003</b>	<b>START</b>	<b>2 MOS</b>	<b>4 MOS</b>	<b>6MOS</b>
Group 1	13.49	14.28	15.08	15.87
Group 2	13.49	14.28	15.08	15.87
Group 3	13.49	14.28	15.08	15.87
Group 4	13.76	14.57	15.38	16.19
Group 5	13.64	14.45	15.25	16.05
Group 6	13.69	14.50	15.30	16.11
Group 7	14.14	14.97	15.80	16.63

<b>WAGE RATES - SHIPPING</b>	<b>PROGRESSION</b>			
	<b>START</b>	<b>2 MOS</b>	<b>4 MOS</b>	<b>6MOS</b>
Group 1	13.64	14.45	15.25	16.05
Group 2	14.15	14.99	15.82	16.65

<b>WAGE RATES PLANT</b>		
Group 1	General Help	15.87
Group 2	Crops	15.87
Group 3	Vacuum Gun Operator	15.87
	Offal Operator	
	Draw Viscera (by hand)	
	Retail Shipping	
	Mixer Operator	
	Peeler Operator	
	Group 4	Live Hanger
	Live Haul Shunter	16.19
Group 5	Cooler	16.05
Group 6	Night Clean Up	16.11
Group 7	Rotators	16.63

**PLANT NEW FURTHER PROCESSING**

Group 1	General Help	15.87
Group 2	Mixer Operator	15.87
	Peeler Operator	15.87

**SHIPPING DEPARTMENT**

Group 1	Assembler	16.05
Group 2	Shippers	16.65

**LEAD HAND PREMIUMS** to be \$ 1.00 per hour above the highest classification in the department.

**APPENDIX "B"**  
**DELIVERY DRIVERS - MILEAGE RUNS**  
**Effective October 13, 2003**

- |     |  |                             |
|-----|--|-----------------------------|
| (a) | Straight Truck (M2)  | 22.51 cents km<br>(36.02/m) |
|     | Tractor trailer (M1)   | 24.14 cents km<br>(38.62/m) |
| (b) | Tonnage Rate<br>OR<br>Drop Rate<br>Whichever yields<br>higher dollar value | 4.12                        |
|     | *Drop rate is defined as per stop as opposed to per invoice                |                             |
| (c) | Pick <b>Up</b> Rates   | 20.03                       |
| (d) | Drivers' overnight rate  | 33.29                       |
| (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)	14.54	15.39	16.25	17.10
Delivery Drivers (Trailer)	15.01	15.89	16.78	17.66

## LIVE HAUL DRIVERS' RATES

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

# CRATES	WAGES
392	125.50
592	192.78
776	249.18

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

“Dolly trailer” is classified at five ninety two (592) trailer rate.

\$11.16 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.

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

## DRIVERS' RATE - LIVE HAUL MILEAGE RUNS

Driving	Loading
26.60 cents km	69.82
(42.56/m)	(111.76/m)

Live Haul shunters shall be paid the Group 4 wage rate.

## APPENDIX 'A'

<b>WAGE RATES - PLANT</b>		<b>PROGRESSION</b>		
<b>October 13, 2004</b>	<b>START</b>	<b>2 MOS</b>	<b>4 MOS</b>	<b>6MOS</b>
Group 1	13.79	14.60	15.41	16.22
Group 2	13.79	14.60	15.41	16.22
Group 3	13.79	14.60	15.41	16.22
Group 4	14.06	14.89	15.71	16.54
Group 5	13.94	14.76	15.58	16.40
Group 6	13.99	14.81	15.64	16.46
Group 7	14.43	15.28	16.13	16.98
<b>WAGE RATES - SHIPPING</b>		<b>PROGRESSION</b>		
Group 1	13.94	14.76	15.58	16.40
Group 2	14.45	15.30	16.15	17.00
<b>WAGE RATES - PLANT</b>				
Group 1	General Help			16.22
Group 2	Crops			16.22
Group 3	Vacuum Gun Operator			16.22
	Offal Operator			
	Draw Viscera (by hand)			
	Retail Shipping			
	Mixer Operator			
	Peeler Operator			
	Group 4	Live Hanger		
	Live Haul Shunter			
Group 5	Cooler			16.40
Group 6	Night Clean Up			16.46
Group 7	Rotators			16.98



**PLANT NEW FURTHER PROCESSING**

Group 1	General Help	16.22
Group 2	Mixer Operator	16.22
	Peeler Operator	16.22

**SHIPPING DEPARTMENT**

Group 1	Assembler	16.40
Group 2	Shippers	17.00

**LEAD HAND PREMIUMS** to be \$1.00 per hour above the highest classification in the department.

**APPENDIX ‘B’**  
**DELIVERY DRIVERS - MILEAGE RUNS**  
**Effective October 13, 2004**

- |     |   |                             |
|-----|---|-----------------------------|
| (a) | Straight Truck (M2)   | 23.00 cents km<br>(36.80/m) |
|     | Tractor trailer (M1)  | 24.67 cents km<br>(39.47/m) |
| (b) | Tonnage Rate  |                             |
|     | <b>OR</b>   |                             |
|     | Drop Rate   | 4.21                        |
|     | Whichever yields<br>higher dollar value                     |                             |
|     | *Drop rate is defined as per stop as opposed to per invoice |                             |
| (c) | Pick Up Rates   | 20.47                       |
| (d) | Drivers’ overnight rate                                     | 34.03                       |
| (e) | Down Time   | Pay hourly rate             |

**STARTING RATE FOR DELIVERY DRIVERS**

	<b>START</b>	<b>2 MOS</b>	<b>4 MOS</b>	<b>6 MOS</b>
	85%	90%	95%	100%
Delivery Drivers (Straight)	14.83	15.71	16.58	17.45
Delivery Drivers (Trailer)	15.31	16.21	17.11	18.01

## LIVE HAUL DRIVERS' RATES

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

# CRATES	WAGES
392	128.27
592	196.04
776	254.69

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

“Dolly trailer” is classified at five ninety two (592) trailer rate.

11.41 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.

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

## DRIVERS' RATE - LIVE HAUL MILEAGE RUNS

Driving	Loading
27.20 cents km	71.36
(43.50/m)	(114.22/m)

## APPENDIX 'A'

<b>WAGE RATES - PLANT</b>		<b>PROGRESSION</b>		
<b>October 13, 2005</b>	<b>START</b>	<b>2 MOS</b>	<b>4 MOS</b>	<b>6 MOS</b>
Group 1	14.17	15.00	15.84	16.67
Group 2	14.17	15.00	15.84	16.67
Group 3	14.17	15.00	15.84	16.67
Group 4	14.44	15.29	16.14	16.99
Group 5	14.32	15.17	16.01	16.85
Group 6	14.37	15.22	16.06	16.91
Group 7	14.82	15.69	16.56	17.43

### **WAGE RATES - SHIPPING PROGRESSION**

Group 1	14.32	15.17	16.01	16.85
Group 2	14.83	15.71	16.58	17.45

### **WAGE RATES - PLANT**

Group 1	General Help	16.67
Group 2	Crops	16.67
Group 3	Vacuum Gun Operator	16.67
	Offal Operator	
	Draw Viscera (by hand)	
	Retail Shipping	
	Mixer Operator	
	Peeler Operator	
Group 4	Live Hanger	16.99
	Live Haul Shunter	
Group 5	Cooler	16.85
Group 6	Night Clean Up	16.91
Group 7	Rotators	17.43

**PLANT NEW FURTHER PROCESSING**

Group 1	General Help	16.67
Group 2	Mixer Operator	16.67
	Peeler Operator	16.67

**SHIPPING DEPARTMENT**

Group 1	Assembler	16.85
Group 2	Shippers	17.45

**LEAD HAND PREMIUMS** to be \$ 1.00 per hour above the highest classification in the department.

**APPENDIX "B"**  
**DELIVERY DRIVERS - MILEAGE RUNS**  
**Effective October 13, 2005**

(a)	Straight Truck (M2)	23.64 cents km (37.82/m)
	Tractor trailer (M1)	25.36 cents km (40.58m)
(b)	Tonnage Rate OR Drop Rate Whichever yields higher dollar value	4.33
	*Drop rate is defined as per stop as opposed to per invoice	
(c)	Pick Up Rates	21.04
(d)	Drivers' overnight rate	34.97
(e)	Down Time	Pay hourly rate

**STARTING RATE FOR DELIVERY DRIVERS**

	<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%
Delivery Drivers (Straight)	15.22	16.11	17.01	17.90
Delivery Drivers (Trailer)	15.69	16.61	17.54	18.46

## LIVE HAUL DRIVERS' RATES

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

# CRATES	WAGES
392	131.82
592	202.50
776	261.74

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

“Dolly trailer” is classified at five ninety two (592) trailer rate.

11.73 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.

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

## DRIVERS' RATE - LIVE HAUL MILEAGE RUNS

Driving	Loading
28.00cents km	73.34
(44.72/m)	(117.42/m)

**LETTER OF UNDERSTANDING #1**

**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

Maple Lodge Farms Ltd.

FOR THE UNION

UFCW Local 175



**LETTER OF UNDERSTANDING#2**

**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  
Maple Lodge Farms Ltd.

FOR THE UNION  
UFCW Local 175

**LETTER OF UNDERSTANDING#3**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

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

**RE: PUMP JACKS**

The Company agrees to provide and maintain twenty (20) working pump jacks for the exclusive use of the delivery department.

FOR THE COMPANY

Maple Lodge Farms Ltd.

FOR THE UNION

UFCW Local 175

**LETTER OF UNDERSTANDING #4**

**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  
Maple Lodge **Farms** Ltd.

FOR THE UNION  
UFCW Local 175

**LETTER OF UNDERSTANDING#5**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

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

**RE: UFCW LEUKEMIA FUND**

The Company agrees to deduct once during the **month of** May from each employee's pay **an** amount of ten (10) dollars and forward said deductions to UFCW Local 175 by the end of May. The Company agrees to match such deduction to a maximum of \$5,000.00 and forward **same** to the Union office along with the employees' deductions. The amount forwarded shall be donated to the UFCW Leukemia Fund.

FOR THE COMPANY  
Maple Lodge Farms Ltd.

FOR THE UNION  
UFCW Local 175

**LETTER OF UNDERSTANDING#6**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

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

**RE: DELIVERY DRIVERS**

Consistent with the second paragraph of Article 11.15(a) of the Collective Agreement, the parties agree that where it is necessary to change the **start** time for Delivery Drivers, the Company agrees to advise the Delivery Driver at the end of his preceding shift, rather than three days in advance.

The second paragraph of Article 11.15(a) shall otherwise apply to Delivery Drivers.

FOR THE COMPANY  
Maple Lodge Farms Ltd.

FOR THE UNION  
UFCW Local 175

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

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

**RE: STUDENTS**

The Company and the Union agree that the practice with respect to the use of students and employees regularly employed for not more than twenty-four (24) hours per **week**, shall continue.

The Company further agrees that it will not regularly employ students and employees regularly employed for not more than twenty-four (24) hours per week for more than twenty-four (24) hours per week outside the school vacation period.

**FOR THE COMPANY**

Maple Lodge Farms Ltd.

**FOR THE UNION**

UFCW **Local 175**

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

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

**RE: RETURNABLE CONTAINER DELIVERIES**

The Company agrees to pay, on returnable container deliveries, on product codes 3023, 3103, 3104, 3105 and 3107, as those product codes may be amended from time to time, as follows:

- c) one to nine containers - drop rate;
- d) ten to twenty-nine containers — one half (1/2) hour pay at the applicable driver's rate;
- e) thirty ~~or~~ more containers — one (1) hour pay at the applicable driver's rate.

The above applies to mileage runs only. It is the intent of the parties in this provision to continue the present practice.

FOR THE COMPANY  
Maple Lodge Farms Ltd.

FOR THE UNION  
UFCW Local 175

**LETTER OF UNDERSTANDING #9**

**BETWEEN  
MAPLE LODGE FARMS  
AND  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175**

**RE: TRIAL PERIODS FOR SUCCESSFUL JOB  
POSTING CANDIDATES**

Successful job posting candidates shall be placed on a one (1) week trial period. If the employee decides that he/she ~~does~~ not wish to continue in the position, or if the employee or management concludes that the employee **is** not able to satisfactorily perform the position, the employee **shall** be returned to their former position and wage without **loss** of seniority.

Management shall not act arbitrarily in exercising its discretion to conclude an employee is not able to satisfactorily perform the position.

If the first candidate does not retain the position following the trial period, a second candidate **will** be offered the position from the applicants and the same procedure shall apply.

If the second candidate does not retain the position following the trial period, then the Company shall be entitled to hire a new employee for the position. During the trial period, management may use temporary employees to fill the vacated position.

Employees who successfully post for a position, but then do not retain the position following the trial period shall not be permitted to apply for another job posting for nine (9) months after the date of posting.

FOR THE COMPANY  
Maple Lodge Farms Ltd.

FOR THE UNION  
UFCW Local 175



**LETTER OF UNDERSTANDING#10**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

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

**RE: TIME LIMITS FOR FILING FOR ARBITRATION**

In view of the parties' history of amiable Labour Relations, the parties agree to the following:

That neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

FOR THE COMPANY  
Maple Lodge Farms Ltd.

FOR THE UNION  
UFCW Local 175

**LETTER OF UNDERSTANDING#11**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

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

**RE: HOURS OF WORK AND OVERTIME**

The parties are agreed that, notwithstanding the hours of work and overtime provisions of the collective agreement, the Sanitation Shift Schedule in effect on ratification of the collective agreement may be maintained throughout its term and shall not constitute a violation of the collective agreement. Any grievance, complaint or dispute on behalf of any employee complaining that the sanitation shift schedule is not in compliance with the collective agreement shall not constitute a difference between the parties and shall not be arbitrable.

FOR THE COMPANY  
Maple Lodge Farms Ltd.

FOR THE UNION  
UFCW Local 175

**LETTER OF UNDERSTANDING#12**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

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

**RE: SICK LEAVE AND ATTENDANCE INCENTIVE**

*Sick Leave Incentive Bank:*

Commencing in January 2004, in any month in which an employee has perfect attendance, the employee shall be credited with a bonus of 2 hours pay. Perfect attendance shall be defined as meaning on-time attendance for the entire shift of each working day of the month, excluding vacations, union leave, lay off, the day on which a compensable injury occurs, bereavement leave, jury duty and no more than one excused absence per month. Any employee absent from work, late for work or leaving work early on any date on which they are regularly scheduled to work, or on any additional shift which they have agreed to work, shall not be entitled to the incentive payment. Any employee taking a leave of absence, other than a one day excused absence, shall not be entitled to the incentive payment. The parties are further agreed that any grievance, complaint or dispute on behalf of any employee not qualifying for payment pursuant to the preceding, shall not constitute a difference between the parties and shall not be arbitrable. Payments under this incentive program shall be made no later than the January following the year in which they are earned.

FOR THE COMPANY

FOR THE UNION

Maple Lodge Farms Ltd.

UFCW Local 175

**LETTER OF UNDERSTANDING #13**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

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

**RE: SHIPPING**

Heaters and dock seals in the shipping area will be maintained in a good state of repair and shall be utilized **during the** cold weather.

FOR **THE** COMPANY  
Maple Lodge Farms Ltd.

FOR **THE** UNION  
UFCW **Local** 175

**LETTER OF UNDERSTANDING#14**

**BETWEEN**

**MAPLE LODGE FARMS**

**AND**

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

**RE: START TIMES**

Paid time for production employees starts on the production line and not with dressing and pre-production wash-up.

FOR THE COMPANY  
Maple Lodge Farms Ltd.

FOR THE UNION  
UFCW Local 175.

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