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COLLECTIVE AGREEMENT

between

Plains Poultry
Limited

and

Retail, Wholesale
and Department Store Union
Local S-955

Expires: January 31, 1993

DEC 20 1991



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R.W.D.S.U. — a truly Canadian Union. All dues collected are spent for the benefit of the members in Saskatchewan.

R.W.D.S.U. Regina:

1233 Winnipeg Street, Regina S4R 1K1

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INDEX

ARTICLE	PAGE
1 -- Purpose.....	1
2 -- Terms	1
3 -- Bargaining Agency	1
4 -- Check-off	2
5 -- Seniority.....	3
6 -- Vacations.....	8
7 -- Statutory Holidays	10
8 -- Grievance Procedure.....	11
9 -- Leave of Absence.....	14
10 -- Bulletin Board.....	16
11 -- Uniforms	16
12 -- Miscellaneous.....	18
13 -- Plant Employees.....	21
14 -- Wages, Hours, etc.	23
15 -- Safety and Health.....	25
16 -- Employee Benefits	27
17 -- Technological Change	29
18 -- Duration	31
Appendix "A" - Hours of Work.....	32
Appendix "B" - Classifications/Wage Rates	35
Letter of Understanding - Temporary Positions	38
Letter of Understanding - Maintenance Employees ..	39
Letter of Understanding - Disciplinary Program	40
Letter of Understanding - Part-time Shift Workers ...	41

**THIS AGREEMENT MADE AND ENTERED
INTO THIS 7TH DAY OF JUNE, A.D. 1991**

BETWEEN

PLAINS POULTRY LIMITED, a Corporation with its
Head Office at the Town of Wynyard, in the Province
of Saskatchewan, hereinafter called the "Employer"

OF THE FIRST PART

AND:

**RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCAL S-955**, hereinafter referred to
as the "Union"

OF THE SECOND PART

AGREEMENT

Expires: January 31, 1993

**THE PARTIES HERETO MUTUALLY AGREE AS
FOLLOWS:**

ARTICLE 1 - PURPOSE

- 1.01** It is the intention of this Agreement to maintain a harmonious relationship between the Employer and its employees and to provide an amicable means of settling differences which may possibly arise, and as well to set forth conditions of employment to be observed between the parties hereto; and to promote the mutual interests of the Employer and its employees; and it is recognized by this Agreement to be the responsibility of the Union to co-operate fully, individually and collectively, for the promotion of the aforesaid conditions.

ARTICLE 2 - TERMS

- 2.01** In the Agreement, wherever the words “he”, “his” or “him” appear, it shall be construed as meaning any employee, male or female; wherever the words “employee” or “employees” appear, it shall mean any person covered by this Agreement.
- 2.02** In this Agreement wherever the word “permanent” appears, it shall be construed as meaning any employee male or female who has completed his or her probationary period as defined in Article 5.01 of this Agreement.

ARTICLE 3 - BARGAINING AGENCY

- 3.01** The Employer recognizes the Union as the exclusive bargaining agency with respect to wages, hours and all other conditions of employment for the employees employed by the Employer in the Town of Wynyard excluding the General Manager, Assistant General Manager, Plant Manager, – Personnel Manager, Plant Superintendent, two (2) Assistant Plant Managers, Office Manager, Assistant Office Manager, Supplies Manager, Production Manager, Director of Research, two (2) Research Technicians, five (5) Office Staff, Sales Manager and a Field Service Person.

- 3.02** Every employee who is now, or hereafter becomes a member of the Union, shall maintain his membership in the Union as a condition of his employment, and every new member whose employment commences hereafter shall, on hiring, apply for and maintain membership in the Union as a condition of his employment.
- 3.03** Persons whose jobs are not in the bargaining unit will not work on any jobs for which rates are established by this Agreement except for the purpose of instruction, experimentation or in extreme emergencies.
- 3.04** Severance Pay
- An** employee shall be entitled to severance pay in the event of termination of employment with the Company, resulting from job abolishment, or termination after twelve (12) months' layoff provided that the Company did not have work available at the same rate of pay, except for just cause or voluntary severance. Eligible employees will be allowed one (1) week's pay after one (1) full year of continuous service and two (2) weeks' pay after three (3) years of continuous service with the Company.

ARTICLE 4 - CHECK-OFF

- 4.01** Upon written request of any employee, and upon request of the "Union", the Employer shall deduct each month the Union Dues, Initiation Fees and Assessments for that month of such employee. The amount collected shall be remitted in one payment immediately following the second pay period in the month to the person designated by the "Union", together with a list of the employees from whom the deductions were made, the names of the employees hired and the names of those employees

whose employment has terminated. The “Employer” shall at all times be advised of the name and address of the individual to whom the said dues are to be remitted.

ARTICLE 5 - SENIORITY

5.01 New employees shall be on probation for a period of sixty (60) working days during which time they may be laid off without reference to seniority and the Employer shall be under no obligation to rehire such employee. Seniority shall be the total number of days or part days worked since employment commenced and shall **be** compiled every four (4) months to January 31st. Where reference to part days is made, a part day shall be equal to a day.

(a) Employees shall only lose seniority in the event:

- (1) he is discharged for cause and is not reinstated
- (2) voluntarily terminates;
- (3) is laid off for a period of longer than twelve (12) months.

(b) Employees would only maintain but would not continue to accumulate seniority as follows:

- (1) maternity leave;
- (2) temporary promotions outside the bargaining unit for periods of up to six (6) months;
- (3) Layoff up to and including twelve (12) months:
- (4) (a) **An** employee’s seniority shall continue to accumulate when he is on Workers’ Compensation, medical or dental appointments, **or** absent from work due to illness or accident. Such illness or accident may be substantiated by **a** doctor’s

certificate or other records, or due to lack of work when not formally laid off. It is agreed that an employee who is on Workers' Compensation or is absent due to sickness, shall not accumulate seniority during periods he would normally have been laid off. However, had such an employee normally been granted part-time work, then he shall receive seniority credit for such days as if he were working. The Employer and the Union shall agree on such total days of credit.

- (b) Personal leaves of absence as outlined in Article 9 of this Agreement.
- (c) Any employee who attends educational upgrading or training which is directly related to his/her job with Plains Poultry Ltd. shall continue to accumulate seniority for the complete duration of time such employee is away from his/her job for the **sole** purpose of educational upgrading, training or retraining.

- 5.02** (a) In all layoffs, recalls after layoffs, vacancies, and promotions, ability being sufficient, seniority shall govern. **An** employee has the right to bump a junior employee, ability being sufficient, for a shortage of work on a day-to-day basis, provided it is being done prior to the last coffee break in the day. Should an employee elect not to bump a junior employee prior to the last coffee break in the day, then after the said coffee break, an employee will work at any job assigned by management, or, at his option, **go** home for the remainder of that shift, in which case such employee shall waive his/her rights to his/her guarantee of hours.

- 5.02** (b) When a short kill is scheduled which causes a transfer of employees from another area of the plant to the packaging department in order to make up the guarantee of hours, then the parties agree that employees shall indicate their willingness to transfer by placing their name on a **Department Transfer List** posted by the Company on a day-to-day basis as required by the Company. The Company shall then select the appropriate number of employees as needed based on their seniority from the list. Should an employee not wish to place his name on the list, then such employee or employees shall waive their right to their guarantee of hours. All employees shall make their preference known no later than 10:30 a.m. each day of the posting and all affected employees shall be notified by 12:00 noon of each day.

However, if the Company requires an employee or employees to leave the plant and go home, then the guarantee of hours shall apply. NOTE: list to be posted by the kill board.

- 5.03** The Company shall post and maintain an accurate seniority list to include name, address, seniority, job classification and wage rate. The list shall be posted in a conspicuous place accessible to all employees every four **(4)** months. A copy of the list shall be provided to the Chief Shop Steward of the Union or his designee who shall bring to the attention of the Employer any errors or omissions and same shall be corrected.

- 5.04** Notice of vacancy, promotions and new positions shall be posted on the bulletin board in the receiving coffee room, the trucking coffee room, and the plant coffee room and employees shall be allowed three **(3)** working days from the date of posting in

which to **make** applications for such **positions**. **The names of all** applicants shall be posted on the bulletin **b&** as well as the name of **the** successful applicant which **shall be selected** and posted within one (1) day of the closing **date of the posting**.

5.05 (a) **An** employee transferred **or** promoted to a new position, shall be allowed a reasonable **qualifying period** not exceeding a four (4) week **period**. If, **during** the **four (4) week period**, **the Employer or the employee**, after consultation with **the** Union, decides he is unsuited to **the** new job and cannot adapt himself to the new work, he shall **revert** to his former position.

@) The above provision shall not be applicable when employees in the positions of Engineers, Refrigeration, **Mechanic** and Maintenance decide to transfer or bid **out** of these **respective** classifications. When **an** encumbant employee has **transferred or** bid to a new position or vacancy, from one of the above classifications **and has been** selected as the **successful** candidate, such **employee(s)** shall **be deemed** to be qualified for the position he **has transferred to or** vacancy he **has** bid on.

5.06 (a) The Company and the Union recognize the need for relief positions within **the** plant, and they shall be pouted as outlined in clauses 5.02 and 5.04. The **posting** shall indicate **that the** position is a relief position.

Any employee bidding on a relief position shall be paid **the** rate of **their regular bid job**, but the **rate** of pay for **the** relief position shall be paid **as** outlined in Article 14.05.

(b) **The** classification of Truck Driver (Fresh and Frozen) will be treated separately from Truck Driver (Live Haul) and **the** classified employ-

ees shall be scheduled separately from one another. However, they will be scheduled by seniority in their respective classifications and shall not cross over to either Truck Driver classification.

All other truck driving positions, vacancies, scheduling, call-ins or extra trips shall be scheduled on the basis of plant-wide seniority.

There shall be at all times a Relief Driver Classification filled in accordance with the terms of the Agreement for:

Truck Driver (Live Haul)

Truck Driver (Fresh & Frozen)

and such employees shall only be allowed to relieve in their respective bid classification.

- 5.07** Every employee shall be responsible to see that the Employer has his correct address at all times and the Employer shall not be under any obligation to trace such employee if he cannot be located at the address on file in the Employer's office.
- 5.08** Should an employee be unable to return to work on five (5) days' notice, such employee shall forfeit his seniority rights and any other rights under this Agreement, except in case of sickness to the employee or his family, weather conditions, or other good and sufficient reason agreed upon by the Employer and the Union. In case of sickness, a doctor's certificate or other satisfactory proof may be required.
- 5.09** All calls to work, recalls and layoffs shall be made in writing or by telephone and an indication of the notification shall be forwarded to the Chief Shop Steward of the Union.
- 5.10** When an employee is recalled from layoff, he shall

be entitled to return to his regular bid **job** when the position becomes available and shall receive his former rate of pay that he was receiving prior to layoff and all other employees affected shall return to their former positions.

- 5.11** Employees classed as students shall not be allowed to bid on permanent positions, however, they shall be allowed to bid on temporary positions that are posted during the months of May and terminate August 31st of each calendar year. The Company shall have the right to use such employees as floaters when and where required. Such student employees shall only use their overall plant-wide seniority to bump a junior employee when they cease to be a student and wish to become a permanent full-time employee of the Company.

ARTICLE 6 - VACATIONS

- 6.01** Every employee shall be entitled, after each year of his employment with the Employer, to an annual vacation of three (3) weeks.
- 6.02** Any employee who has five (5) or more consecutive years of employment shall be entitled to four (4) weeks' annual vacation.
- 6.03** Any employee who has twelve (12) or more years of service, shall be entitled to five (5) weeks' annual vacation.
- 6.04** Any employee who has seventeen (17) or more years of service, shall be entitled to (6) weeks' annual vacation.
- 6.05** Where an employee is entitled to an annual vacation of three (3) weeks, he shall be paid three fifty-seconds (3/52nds) of his total earnings during the year immediately preceding the date on which he became entitled to an annual vacation; and where the employee is entitled to an annual vacation of

four (4) weeks, he shall be paid one thirteenth (1/13th) of his earnings during the year immediately preceding the date on which he became entitled to the annual vacation; and where an employee is entitled to five (5) weeks' annual vacation, he shall be paid five fifty-seconds (5/52nds) of his earnings during the year immediately preceding the date on which he became entitled to the annual vacation; and where an employee is entitled to six (6) weeks' annual vacation, he shall be paid six fifty-seconds (6/52nds) of his earnings during the year immediately preceding the date on which he became entitled to the annual vacation. Vacation pay shall be paid during the period of fourteen (14) days immediately preceding the commencement of the vacation.

- 6.06** If the employment of an employee is terminated, the Employer shall pay him, in addition to all other amounts due him, 3/52nds of his total earnings if he is entitled to three (3) weeks' vacation, or 1/13th if he is entitled to four (4) weeks' vacation, or 5/52nds if he is entitled to five (5) weeks' vacation, or 3/26ths if he is entitled to six (6) weeks' vacations, as the case may be, for his period of employment with the Employer; but, if the employee has been permitted to take an annual vacation at any time during his period of employment, he shall be paid, at the rate applicable, on his total earnings after the date on which he became entitled to the last annual vacation which he was permitted to take.
- 6.07** That every employee shall have until the end of March in each calendar year to make his or her preference for vacation. Thereafter, the Company shall schedule any employee who has not made his preference known or has not made prior arrange-

ments concerning his vacation with the personnel manager. The Company then agrees that the vacation list shall be posted no later than April 16, indicating every employee's chosen vacation dates.

- 6.08** An employee entitled to **three (3)** weeks' vacation or more shall be entitled to carry over any part of or all of their vacation credits which shall be taken before the end of February each year.
- 6.09** If any Statutory Holiday, hereinafter enumerated, occurs during the period of any annual vacation which an employee has been permitted to take, the period of such annual vacation shall be increased by one **(1)** day.

ARTICLE 7 - STATUTORY HOLIDAYS

- 7.01** Employees shall receive a day off without loss of pay on the following public holidays:
NEW YEAR'S DAY, GOOD FRIDAY,
VICTORIA DAY, DOMINION DAY, LABOUR
DAY, THANKSGIVING DAY,
REMEMBRANCE DAY, CHRISTMAS DAY,
BOXING DAY, HERITAGE DAY,
SASKATCHEWANDAY, BIRTHDAY
and any other holidays proclaimed by Dominion, Provincial or civic Authority.
- 7.02** Pay shall be calculated on the basis of eight (8) hours per day for the above-mentioned holidays for regular employees. Probationary employees shall be paid on the basis of the average earnings, exclusive of overtime, for the previous four **(4)** weeks immediately preceding the week in which a public holiday occurs. To qualify, for public holiday pay, employees shall be on the payroll in the week prior and in the payroll week in which such holiday occurs.

- 7.03** Statutory holidays shall be observed on days other than calendar date when so proclaimed by proper Government authority or when agreed in writing between the Union Executive and the Employer.
- 7.04** Any employee required to work and who agrees to work on any of the Statutory Holidays listed above shall, in addition to **his** regular wages, be paid for the number of hours worked on that day at one and one-half (1 1/2) times his regular rate of pay. In the event of a Statutory Holiday coming on an employee's regular day off, he shall receive another day in lieu thereof, such other day to be granted within two (2) weeks from the said Statutory Holiday.
- 7.05** In regards to birthday, an employee shall take the day of his birthday off or if his birthday falls on a Saturday, he shall take the Friday off in the preceding week or if his birthday falls on a Sunday, he shall take the Monday off in the succeeding week.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** Deductions shall not be made by the Employer from wages of the Shop Stewards and from wages of not more than three (3) members of the Negotiating Committee in respect to time actually spent negotiating for the settlement of disputes, grievances and the Collective Bargaining Agreement.
- 8.02** The Union or any employee who has a complaint or grievance shall submit the same, in writing, within ten (10) working days from the time such grievance arose or became apparent. A copy of such complaint or grievance shall be forwarded to the Personnel Manager.
- 8.03** Should differences arise between the Union **or** the employees and the Employer, there shall be no strikes, slowdown, stoppage of work or suspension

of work on the part of the Union or the employees, or lockouts on the part of the Employer on account thereof, and such difference shall be settled by the following procedures:

- (a) The employee shall present any differences of grievances to his Shop Steward, in writing, without undue delay;
- (b) The Grievance Committee, not exceeding two (2) people, shall present the Grievance and discuss the matter with the Personnel Manager, who shall give a decision within one (1) working day;
- (c) In the event that a conclusion is not reached, the Grievance Committee, not exceeding ~~three~~ (3) people, shall immediately take the matter up with the Plant Manager or Plant Superintendent who shall give a decision within two (2) working days.
- (d) In the event that no conclusion is reached, the Grievance Committee not exceeding three (3) people, accompanied by a Representative of the Union, if they so desire, shall immediately take the matter up with the General Manager who shall give a written decision within three (3) working days.

8.04

- (a) Any dispute or grievance submitted under this Article that cannot be settled by representatives of the Company and the Union shall be submitted to a Board of Arbitration at the request of either party.
- (b) The Board of Arbitration shall be composed of one Company representative, one Union representative and one person acceptable to both the Company and the Union, who shall act as Chairman. If agreement cannot be reached

within ten (10) days in respect of the appointment of the Chairman of the Board of Arbitration, the Minister of Labour shall be asked to appoint a Chairman.

- (c) When the Board of Arbitration has been formed in accordance with Article 8.04(b), it shall meet and hear the evidence of both sides and render a decision within fourteen (14) days after it has completed its hearings and investigations.
- (d) The Board of Arbitration, in reaching its decision, should be governed by the provisions of this Agreement. It is understood that the Board of Arbitration is not vested with power to change, modify, or alter this Agreement or any of its parts. The Board may, however, interpret the provisions of this Agreement. The majority decision of the Board shall be final and binding on both parties concerned.
- (e) It is agreed that each party shall pay the expenses of its Representative and shall equally share the expense of the Chairman of the Board of Arbitration.

8.05 When a Grievance affecting the **rate** of pay of an employee is settled satisfactorily and wages of the employee are increased, any such increase shall be made retroactive to the date the employee was entitled to the increase.

8.06 If an employee is dismissed for any reason, and feels that he has been unjustly dealt with, he shall, within five (5) working days from the receipt of such notice, notify the Shop Steward, who shall then notify the Employer. The dismissal in question shall then constitute a Grievance and shall be dealt with as such. If, subsequently, he is reinstated, it shall be without loss of pay, in his former position.

- 8.07** In order that the Union can investigate problems and resolve them as quickly as possible, the Employer agrees to provide the Union with a suitable location in the plant *to* hold meetings and provide a place to file material of interest *to* the Union.
- 8.08** The Chief Shop Steward or his alternate shall be provided by the Employer with copies of any disciplinary action taken by the Employer within twenty-four (**24**) hours following such action.

ARTICLE 9 - LEAVE OF ABSENCE

- 9.01** Any employee who finds it necessary *to* be absent from his duties must make written request and obtain permission from the Personnel Manager in sufficient time *to* provide a suitable replacement. All Leaves of Absence shall be confirmed in writing showing the starting and expiring dates of such leaves. The Company agrees to supply the Union with copies of all correspondence relating to Leave of Absence.
- 9.02** Should any employee find it necessary to be absent from his duties due to accident or illness, the Employer may require a doctor's certificate as proof of accident or illness after the third consecutive **day** of absence.
- 9.03** Employees (not to exceed seven (7) at a time with not more than three (**3**) from any department and not more than two (**2**) from any job classification) who are elected *to* do business for the Union shall be granted necessary leaves, without pay, to attend to the business and upon return to service of the Employer shall be placed in his previously held position without loss of seniority. In the event employees request leave of absence *to* attend a Union Convention, the Employer will be given one (1) week's written notice.

- 9.04** Female employees, after completing their probationary period, shall be granted a maternity leave of absence by the Company. The employee must make application for such leave at least four (4) weeks prior to the start of such leave, together with a certificate from a qualified medical practitioner certifying that she is pregnant and indicating the estimated date of confinement. Such leave will be for a period of eleven (11) weeks prior to confinement or the period from the date of confinement mentioned on the certificate and the actual date and ten (10) weeks following the date of confinement. The employee shall give the Company a minimum of two (2) weeks' notice in advance of the date she wishes to return to work and provide the Company with a doctor's certificate certifying her to be medically fit to come back to work. Seniority and benefits will not accumulate or be paid during a maternity leave but the employee's seniority and benefits held before such leave shall be reinstated upon her return to work.
- 9.05** Special Leave of Absence with pay shall be granted for two (2) days in case of death in the employee's immediate family. Immediate family of the employee shall mean, wife, husband, mother, father, sister, brother, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, common-law husband, common-law wife, son-in-law, daughter-in-law and grandchildren. Three (3) days with pay shall be granted outside a 15-mile radius of the Town of Wynyard.
- 9.06** The Company recognizes that there are a number of employees working for the Company who also have farm-related duties. The Company, therefore, agrees that employees affected shall have the right to take such leave as follows:

- (a) The employee must indicate in writing when he schedules his vacation that such vacation shall be for the purpose of either seeding or harvesting crops.
- (b) The Company shall be flexible in the scheduling of the weeks the employee wishes off. But it is understood once the employee has started his scheduled week or weeks, he is locked into that week for the duration of the time.
- (c) For circumstances beyond the control of the employee (weather), the Company shall extend the vacation into a Leave of Absence without pay at the request of the employee.
- (d) If an employee wishes an extension of his vacation or wants to reschedule his vacation, he shall give the Company one (1) working day's notice.
- (e) Any employee requesting leave under this clause for fanning purposes must be a legitimate farmer and may be requested to prove ownership of farm land or legal use of same.

ARTICLE 10 - BULLETIN BOARD

10.01 The Employer agrees to post and maintain a suitable bulletin board at a central place in the plant for the use of the Union, but any notices placed thereon by the Union must first be approved by the Personnel Manager or the Plant Manager.

10.02 The Employer agrees to post **and** maintain a suitable bulletin board in each dressing room in the plant for the use of the Union.

ARTICLE 11 - UNIFORMS

11.01 The Employer shall supply adequate overalls, smocks, rubber gloves, rubber boots, aprons, hair nets and required head coverings where needed,

and all such overalls, smocks, rubber gloves, rubber boots, aprons, hair nets and required head coverings shall remain the property of the Employer. The Employer shall be responsible for repairing and laundering overalls, smocks, rubber gloves, rubber boots, aprons, hair nets and required head coverings supplied by him. Such clothing remains the property of the Employer and except with permission, shall not be removed from the Employer's premises. The first issue of new rubber boots will be charged out at cost and further issues at no cost on exchange.

11.02 Regular freezer employees shall receive forty (\$.40) cents per hour extra, effective February 1, 1991, and forty-five (\$.45) cents per hour extra effective February 1, 1992, for all time worked in the freezer, as a clothing allowance. Occasional freezer employees may use clothing supplied by the Employer and shall receive no clothing allowance. Regular freezer employees could be defined as those spending ten (10) hours or more per week in the freezer. The clothing allowance will be added to the freezer employee's regular rate of pay for purposes of calculating his overtime rate.

11.03 In order to prevent injury, maintenance employees shall be supplied with safety boots and hard hats at no cost to the employee.

11.04 Night Watchman, Delivery Truck Driver, and Truck Drivers will be supplied with comfortable insulated suits and suitable gloves as needed, at no cost to the drivers, or Watchman.

11.05 Insofar as the Employer has agreed to supply employees, at no cost to the employees, cutting knives and steel mesh gloves for use in various areas of the plant, any employee who is going to be absent

from work for any reason for a period longer than 3 days shall be responsible for the return of such items to a designated management person for the use by other employees, except where mutual arrangements have been otherwise made by the employee and management.

ARTICLE 12 - MISCELLANEOUS

- 12.01** The Employer shall have the exclusive right and power to manage the business and direct the working forces; including the right to hire, suspend, discipline for just cause, discharge for cause, lay off, promote, assign to jobs, transfer employees from department to department, to increase or decrease the working force, to determine the products to be handled, and nothing in this Agreement shall be intended, or is to be construed in any way to interfere with the recognized right of the Employer to manage and control its business; but it is agreed that nothing in this clause shall be used to discriminate against any employee or the Union, and this clause shall not be used for the purpose of avoiding the effects of the other provisions of this Agreement. Prior to any disciplinary action including dismissal of an employee who **has** completed his probation, the Employer shall notify the Chief Shop Steward or his designate.
- 12.02** Any permanent employee wishing to leave the service of the Employer shall give seven (7) days' written notice, and in the event of the Employer wishing to lay off a permanent employee, he shall give **him** seven (7) days' written notice. On the expiration of seven (7) days, the employee shall receive all money due him. In lieu of seven (7) days' notice by the Employer, the employee shall receive one (1) week's pay.

- 12.03** Employees shall be allowed a fifteen (15) minute rest period each morning and a fifteen (15) minute rest period each afternoon providing there are one and onehalf (1 1/2) hours of work in the afternoon. Employees wishing to leave the plant during the rest periods shall obtain permission to do so.
- 12.04** This Agreement shall not take from the Employer and/or the employee privileges they have hitherto enjoyed, except such as may be specifically dealt with in this Agreement, and further, except such privileges as may be abused.
- 12.05** (a) No employee shall be discriminated against in any manner because of Union activities or because of race, colour, age, sex, creed, religion, marital status, political beliefs or favouritism.
- (b) The Company agrees the Truck Dispatcher shall treat all truck drivers equal when allowing rest time between shifts.
- 12.06** Women must be paid the same rate of wages as men if they are doing comparable work.
- 12.07** Employees summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or witness fees and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from Jury Duty for the rest of that day or days and fails to report back to work, or if Jury Duty occurs on the employee's scheduled day off.
- 12.08** Any employee required to use his car for the Employer's business shall be paid twenty-five (25) cents per mile travelled.
- 12.09** Employees required to take time off to write exams or take tests related to their work at Plains Poultry

Limited shall not suffer any loss of pay for time spent involved in said **exams** or tests.

12.10 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees as of the date of signing of this Agreement shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person, company, or non-unit employee.

12.11 As a result of an Agreement between the parties in negotiations, it is agreed that the Truck Drivers shall supervise the loading of their trucks on all their hauls. The Employer agrees to meet with the drivers and specify in writing where supervision is required and where it is not required. Where supervision of a load is required, then the affected grower shall be required *to* initial a proper load sheet.

12.12 It is agreed that all employees shall be allowed to purchase products from the Company on the following basis. The Company reserves the **right** to question excessive amounts ordered.

(a) Fresh Products (excluding deboned meat) - 2.26 kilograms (5 lbs) minimum order;

(b) K-cut - one (1) bag minimum order;

(c) Frozen chicken - minimum case lot;

(d) Turkey and Turkey Roast - may be purchased one (1) at a time as follows: 5-7 kilogram (10-12 lbs) hens (utility) and (A);

(e) Over 9 **kilograms** (20-22 lbs) Toms (utility) and (A).

Orders may be placed on Tuesday in the week of payday and they will be prepared on Wednesday and picked **up** on Thursday.

The foregoing clause shall be practised **as a set** policy for purchasing product from the Company. If at anytime a problem develops, the Company and the

Union shall meet to discuss and try to resolve it.

12.13 Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of the Agreement nor shall it be grounds for disciplinary action.

ARTICLE 13 - PLANT EMPLOYEES

- 13.01** The Employer shall supply all tools such as knives and scissors, and maintain the same in good working condition.
- 13.02** The normal lunch period shall be one (1) hour to be granted as close to twelve noon as possible unless otherwise agreed upon between the Employer and the Union.
- 13.03** The Employer shall notify the employees of the starting time for the following day by posting the same on the notice board, and employees reporting for work at the time posted shall be paid from that time.
- 13.04** When required, employees shall be allowed five (5) minutes to wash their aprons.
- 13.05** The Company agrees to supply all maintenance employees, engineers and truck mechanics where applicable with adequate tools to properly repair and maintain equipment in all areas of the Company.
- 13.06** During coffee breaks and lunch hour, the Employer agrees to provide coffee and tea for employees at no cost to the employees. When overtime is sched-

uled and a rest period occurs, the Employer will provide coffee and tea and a whole sandwich at no cost to the employee.

13.07 It is agreed between the parties that a system or rotation shall be implemented as follows:

- (a) The system of rotation shall be agreed by the majority of the employees in the particular department that will be affected by the rotation;
- (b) The agreement of rotation must be in writing specifying the terms of the rotation and further all agreed upon rotation shall be made at coffee break or noon hour only or such other times as mutually agreed upon by the Union and Management;
- (c) **An** employee bidding or transferred to an area affected by rotation shall be given a fair chance to train on the jobs affected by the rotation;
- (d) All rotation **shall** be evaluated after four (4) weeks. If the rotation is approved by the Union and the Management, then the rotation shall become a condition of employment;
- (e) The job posting shall indicate that the position **is** a rotation area;
- (f) Any employee who is not able to become involved in the rotation or choose not to be involved shall forfeit his/her bid job and become classified as a floater. The vacant position shall then be posted and filled in accordance with the terms of the Agreement.

13.08 The Union recognizes that the Company must take year end inventory and in order to insure the most viable cost efficient system of inventory to be taken. the Union therefore agrees that regular freezer employees who are requested to count inventory

shall work one (1) Saturday which is not a Statutory Holiday immediately preceeding December 31st or succeeding December 31st of each calendar year at appropriate overtime rates of pay.

ARTICLE 14 - WAGES, HOURS, ETC.

- 14.01** Attached to this Agreement there shall be an Appendix "A" covering the wages, hours, etc., of the employees included under the provisions of this Agreement.
- 14.02** A completely itemized computation of employee's pay shall be shown on his paycheque or slip accompanying it. Employees shall be paid every second Friday before Noon or on Thursday when a statutory holiday falls on Friday. The Company agrees to pay all employees their paycheques on their last working day before payday if the affected employees are not scheduled to work the Friday of pay week because of shortage of work.
- 14.03** Classification titles and rates of pay applicable thereto for any new classifications or positions that may be established by the Employer hereafter, shall be subject to negotiations and a supplementary Agreement shall be executed between the Employer and the Union.
- 14.04** Employees who leave the service of the Employer for purposes of educational upgrading for not more than one (1) year, when they return to the service of the Employer shall be given credit for previous experience with the Employer for the purpose of determining their wage rate.
- 14.05** If an employee is transferred from a lower paying position to a higher paying position, he shall receive the wage rate applicable to the higher paying position. If he works the majority part of his hours during the day at the higher paying position, he

shall receive the higher rate of pay for the full day. For the purpose of this clause, majority means any time beyond four (4) hours of work.

If an employee in a higher paying position *is* requested to transfer to a lower paying position and the employee agrees to the transfer, he will be paid at the wage rate applicable to the lower paying position. If the employee does not agree to take the lower wage rate and the Company still requests the employee to transfer to the lower paying position, he will be paid at the rate of the higher paying position he held prior to the transfer.

An employee will have the right to exercise his seniority as to whether he will be transferred or not. It is agreed that the most junior person in the plant must accept the transfer. For the purpose of this clause, the departments shall be defined as: Receiving, Eviscerating, Freezer, and Packaging. It is also agreed that an employee's former position after he **has** been transferred shall not be filled with an employee with less seniority than the employee who was transferred.

- 14.06** Employees requested by the Employer to be available and on standby whenever the plant is not in operation shall be paid standby pay of Twenty-five (\$25.00) Dollars per day for each day they must be on standby.
- 14.07** Drivers' Helpers shall be paid at the rate for Truck Drivers while loading the truck. They shall be paid at the Group C rate of pay for all time spent riding in the truck. However, they will not be entitled to the guaranteed workweek **as** outlined in Appendix (A) subsection (2) while working as a Driver's Helper. The Union agrees that the provisions of this clause shall have no force or effect unless

proper written authorization has been given to said Drivers by Management.

ARTICLE 15 - SAFETY AND HEALTH

- 15.01** In order to investigate and prevent accidents and improve conditions of work, it is agreed that a Safety Committee composed of equal representation from the Company and the Union shall be established. Findings and recommendations of the Safety Committee shall be referred to the Company. Should the Company fail to act on the recommendations of the Committee, such recommendations shall be subject to negotiations between the Company and the Union. The Employer and the employees will co-operate in the strict observance of all safety regulations at all times. They will make full use of all safety and accident prevention devices and equipment as provided, and maintain safe working practices during their hours of employment within the plant. It is the responsibility of the Employer and employees to observe all safety provisions as approved by the Occupational Health and Safety Committee.
- 15.02** The Company agrees to pay an employee his regular rate of pay from the hour of accident to the end of the shift which is covered by Workers' Compensation.
- 15.03** The parties agree that the Occupational Health Committee will direct their attention to looking into the need for suitable clothing for all employees working in areas in the plant where the temperature is below comfortable room temperature. It is agreed that if the Occupational Health Committee determines that warm clothing is needed for these employees, then the Employer will provide such suitable clothing at no cost to the employees.

15.04 It is agreed between the parties that all of the Company's trucks shall be equipped with the following items as to assure the health and safety of the Truck Drivers:

- (a) First Aid Kit;
- (b) Survival Kit;
- (c) Flashlight;
- (d) Fire Extinguisher (mounted);
- (e) Flares;
- (f) ~~The~~ Jack.

15.05 Rehabilitation

An employee who suffers an injury or illness which is covered by Workers' Compensation and/or Group Insurance and who, on the advice of his/her personal physician, is able to return to pre-injury employment on a trial basis, shall have the right to do so subject to the following:

- (a) The employee shall return on a trial basis as instructed by his/her doctor or such other authority's care he/she is under.
- (b) Such ~~trial~~ basis shall be subject to the terms of ~~the~~ Workers' Compensation Board, if applicable, and/or the employee's personal physician if Group Insurance is involved, or both, in the case of Workers' Compensation.
- (c) The return to work shall be for the purpose of rehabilitation only and once the employee has completed the terms of the return to work, he/she shall return to full pre-injury employment conditions of the Collective Agreement.
- (d) Such trial period shall not result in the bumping of any employee from his/her job.
- (e) Should the employee not be able to return to

his/her pre-injury job classification for the purpose of such rehabilitation, then the Company agrees to find the employee a suitable position to qualify for the rehabilitation period. Following such period, the employee shall return to his/her former pre-injury job classification he/she held prior to injury or illness.

- (f) During such rehabilitation period, the Union agrees to co-operate with the Company insofar as certain terms of the Agreement may have to be waived during this rehabilitation period only.
- (g) The parties agree that if no suitable position is available at the time the rehabilitation program is to commence, then the affected employee or employees shall remain on Workers' Compensation or Group Insurance, etc. until such time as the parties can find a suitable position to accommodate the rehabilitation program.

ARTICLE 16 - EMPLOYEE BENEFITS

16.01 The Employer agrees to implement and pay the full cost of a Family Dental Plan based on a payment of twelve and one-half (12.5) cents per hour, effective the date of ratification, and fifteen (15) cents per hour, effective February 1, 1992, for each straight time hour worked.

16.02 The Company agrees to pay an employee who would otherwise qualify for holiday pay under Article 7.01 but who is receiving benefits under Group Insurance, the difference between Group Insurance and the employee's regular rate of pay.

16.03 (A) Group Insurance Plan

The Company agrees that the present Group Insurance Plan shall remain in effect, but the Company agrees to increase the Life Insurance

to thirty thousand (\$30,000.00) dollars and the insurable weeks be increased to twenty-six (26) weeks at no cost to the employees. The said Plan shall be amended to allow for benefits to commence the first day of a nonoccupational accident and on the fourth day of illness.

(B) Long Term Disability Plan (L.T.D.)

The parties agree to undergo a market study to provide a Long Term Disability Plan (L.T.D.), which shall not add further premium increases, with the term of reference as follows:

- (1) Employees to receive 80% of salary following the termination of benefits under the Short Term Disability Plan (26 weeks);
- (2) Benefits to be paid to an employee exclusive of any other income received from Government or private source which is directly linked to the employee's mental or physical disability or illness except all sources of income shall not exceed 100% of salary.
- (3) Benefits are payable for 24 months should an employee be unable to perform his/her regular bid job. Thereafter, benefits will continue to be paid until age 65 or retirement, whichever occurs first, should an employee be unable to perform any gainful employment.
- (4) L.T.D. benefits will automatically be increased each January of each calendar year by the amount equal to the percentage value of the cost-of-living formula calculated and published each December 31st of each calendar year for the Consumer Price Index (C.P.I.) all items Canada. The percentage

value shall be added to an employee's base salary before calculating the 80% value of benefits payable.

16.04 Pension Plan

The terms and conditions of this Plan will be the subject of negotiations between the Company and the Union and will be implemented by the 1st day of August, 1989. Funding for RRSP Plan to be retroactive to February 1, 1989.

- (a) A Registered Retirement Savings Plan will be established for all regular full-time employees who have completed a one-year waiting period from the date they were first hired by the Company (Anniversary Date).
- (b) Effective February 1, 1991, each employee shall contribute two (2%) percent of his gross earnings on each payday to his Registered Retirement Savings Plan.
- (c) The Company shall contribute an amount equal to the employee's contribution on each payday and the Company's contribution shall be deposited in the employee's Registered Retirement Savings Plan.
- (d) The Company and the Union agree that Cooperative Trust Company of Canada will handle the administration of each employee's Registered Retirement Savings Plan.
- (e) No employee shall withdraw funds from his Registered Retirement Savings Plan during his term of employment unless this withdrawal has been agreed to by the Union and the Company.

ARTICLE 17 - TECHNOLOGICAL CHANGE

- 17.01** The Employer shall notify the Union three (3) months before the introduction of any technologi-

cal or other changes **or** new methods of operation which affect the rights of employees, conditions of employment, wage rates or workloads.

17.02 An employee who is rendered redundant or displaced from his/her job **as** a result of technological change or other change shall be given **an** opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform. If there is no vacancy, he/she shall have the right to displace employees with less seniority, providing he/she is able to perform the job.

17.03 Where new or greater skills are required **than** are already possessed by affected employees under the present methods of operation, such employees shall, at the expense **of** the Employer, be given a period **of** time, not to exceed thirty **(30)** days during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being re-classified in the new position.

17.04 Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than three **(3)** months, the additional training time shall be a subject for discussion between the Employer and the Union.

17.05 No additional employees shall be hired by the Employer until employees affected by the change, or employees on layoff, have been notified **of** the proposed technological **or** other change and allowed a reasonable training period to acquire the necessary knowledge or skills to retain their employment.



ARTICLE 18 - DURATION

18.01 This Agreement shall be effective from the first day of February, 1991, and shall remain in force until January 31, 1993, and thereafter from year to year but either party **may**, not less than thirty (30) days or more than sixty (60) days before the expiry date of this Agreement give notice in writing to either party to terminate this Agreement or negotiate a revision thereto.

SIGNED THIS 9th DAY OF SEPTEMBER, 1991.

**SIGNED ON BEHALF OF:
RETAIL, WHOLESALE
AND DEPARTMENT
STORE UNION,
LOCAL S-955**

**SIGNED ON BEHALF OF:
PLAINS POULTRY
LIMITED**

Mary Kostiuk
Tim Bodnar
Melvin Roettger
Sylvester Zaluski
Norman Pambrun
(Terminated employment
prior to signing Agreement)
Garry Burkart
Representative

Ralph Effler
Chief Executive Officer

Lanny Weiler
General Manager

Lome Tarasoff
Personnel Manager

APPENDIX "A"

1. Normal hours of work for all employees shall be eight **(8)** hours per day not exceeding forty (40) hours, five (5) days per week, and providing for two **(2)** consecutive days of rest.
2. The Employer agrees to guarantee to permanent employees a minimum of sixty (60) hours of work in each payroll period or pay in lieu of work unless otherwise agreed between the employee and the Employer, between the months of December through May except Frozen and Fresh Truck Drivers which shall be guaranteed sixty (60) hours of work January through December inclusive. During the months of June through to November, the guarantee shall be seventy **(70)** hours of work or pay in lieu of work for all employees except Frozen and Fresh Truck Drivers. An employee who is absent from work for personal reasons on any day shall have his guarantee for the pay period concerned reduced by the number of work **hours** missed by such absence. In cases of layoffs, recalls, hiring and dismissals without notice, it is agreed that the guarantee will be pro-rated on a daily basis. An employee who is not scheduled to work but is subsequently called because of sickness (etc.) and is not available to report to **work** shall not have his guarantee of hours reduced.
3. The normal daily schedule of starting and quitting hours and employee's days of rest shall be agreed upon by the Employer and the Union Committee and shall be posted. Any changes in the schedule of hours shall be negotiated as necessary. Should the Company and the Union agree to deviate from the regular scheduled shift, then a half (1/2) hour lunch period with pay shall be given to all affected employees.

The Union and Company agree that during the

months of May through September and the first working day following a statutory Holiday as outlined in Article 7, the regular hours of work shall be from 7 a.m. start time to 4 p.m. finish time with a one (1) hour unpaid lunch period.

4. (a) Overtime at one and one-half times (1 1/2) the regular rate shall be paid for all hours worked after eight (8) hours per day or forty (40) hours, five (5) days per week.
(b) The Employer shall supply a hot meal to all employees who work beyond ten (10) hours if required to work by the Employer or his designate. The employee shall exercise his option as to either taking a hot meal, not to exceed six (\$6.00) dollars, or the money. Should the employee elect to take the money, then the Employer agrees to pay all money owed the employee on his first paycheck immediately following such expenditures.
5. When employees **are** required to work their regularly assigned day of rest, they shall be paid at time and onehalf of their regular rate of pay for the hours worked.
6. When overtime of more than twenty (20) minutes is scheduled to be worked consecutively with the regular hours of work the employee shall be entitled to fifteen (15) minutes paid rest period before commencing overtime work.
7. (a) All overtime shall be assigned to those employees, by seniority, who normally perform the work to be done. Should such employee refuse overtime, then such overtime work shall be offered to employees by seniority, ability being sufficient, on a plant-wide basis.
(b) All overtime shall be voluntary and shall be performed only after authorization by the Employer

except the receiving room, plucking room and eviscerating line area, where all overtime shall be voluntary except for one (1) hour per week. It is understood that should the Company use a portion of the one (1) hour, then it is considered to be the full one (1) hour duration and, therefore, cannot be used for the duration of the week. **If** overtime is to be worked, the Company shall meet with the Union Grievance Committee prior to 10:00 a.m. to discuss the reasons for overtime. In respect to emergencies with the need for overtime work, the Union agrees to co-operate.

8. The Permanent Night Watchman shall have the use of a Company vehicle to **perform** his duties. If a Company vehicle is not available, **an** allowance of \$4.50 per day will be paid to the Permanent Night Watchman for the use of his own vehicle.
9. The Employer will pay a thirty-five (\$.35) cent per hour night shift premium for all scheduled hours of work between 6.00 p.m. and 7.00 a.m.
10. Employees, except Engineers on standby, who report for work shall be **quaranteed** four **(4)**hours' work or pay in lieu thereof.
11. Maintenance employees working shifts shall have a minimum of twelve **(12)** hours off between scheduled shifts. Should the Employer call an employee in for work without twelve (12) hours' rest from his last shift, then the employee shall be paid at double his regular rate until the twelve (12) hours have been reached.
12. **All** hours worked over twelve (12) hours in a day shall be paid for at the rate of double **time**.
13. The Company will allow six (\$6.00) Dollars for meals for all runs except the Wynyard **Poultry** Farm and the **Plains Poultry Farm**.

14. The parties agree to set up two shifts in the freezer as required and determined after consultation with the Union and it is further agreed senior employees get preference to the shift they wish to work.

APPENDIX "B"
- CLASSIFICATIONS AND WAGE RATES

The following job classifications and minimum hourly wage rates shall apply to all employees covered by this Agreement.

	Feb. 1/91	Feb. 1/92
Engineers - 5th Class	12.47	12.82
4th Class	12.79	13.14
3rd Class	13.09	13.44
Refrigeration, Mechanic (Journeyman)	15.65	16.00
Maintenance, Mechanic Refrigeration (Non-Journeyman)		
First 30 working days	11.37	11.72
After 30 working days	11.98	12.33
After 120 working days	14.17	14.52

Additional fifty (\$.50) cents per hour for each Trade Certificate required by the Company and carried by the maintenance staff. It is agreed the Certificates required by the Company are as follows:

- 1) Journeyman Arc Welding
- 2) Journeyman Gas Welding
- 3) High Pressure Welding Ticket
- 4) Journeyman Electrician
- 5) 4th Class Steam Ticket**
- 6) Vehicle Safety Inspection Certificate**

Fresh, Frozen and Live Haul
Truck Drivers and Truck Dispatcher

Feb. 1/91 Feb. 1/92

First 30 working days	12.26	12.61
After 30 working days	12.88	13.23
After 120 working days	13.39	13.74
Blast Freezer	12.46	12.81

Group A

Offal Room Attendant, Plucker Operator,
Freezer, Receiving Room

First 30 working days	11.07	11.92
After 30 working days	11.68	12.03
After 120 working days	12.18	12.53

Group B

Lung and Kidney Vacuum, Saw Operator,
Night Watchman, Delivery Truck Driver,
Tank Attendant, Mechanical Deboner
Operator, K-Cut Attendant

First 30 working days	10.99	11.34
After 30 working days	11.59	11.99
After 120 working days	11.98	12.33

Group C

All those jobs not otherwise listed

First 30 working days	10.69	11.09
After 30 working days	11.24	11.59
After 120 working days	11.57	11.92
Leadhand	11.98	12.33
Supervisors	12.74	13.09
Graders	12.19	12.54
Maintenance Supervisor	16.65	17.00
Refrigeration Supervisor	16.65	17.00

The Company agrees to pay the general wage increase retroactive to all employees who have worked for the Company since February 1, 1991, and all other employees still employed by the Company. The general wage increase

shall be paid retroactive to and including February 1, 1991, for all regular hours, overtime hours, statutory holidays and vacation pay worked by the employees and shall be paid out on a separate paycheque.

Amend the Agreement in all classifications by adding thirty (\$.30) cents effective February 1, 1991, across the board to all job classifications except Engineer, Refrigeration, Mechanic and Maintenance classifications and thirty-five (\$.35) cents an hour across the board effective February 1, 1992, to all job classifications.

LETTER OF UNDERSTANDING

BETWEEN: Plains Poultry Limited

AND: Retail, Wholesale and Department Store
Union, Local S-955

TEMPORARY POSITIONS

It is agreed between the Company and the Union that temporary positions shall be posted in accordance with Article 5.04 of this Collective Agreement. The temporary position shall be for a period not exceeding six (6) months at which time the position shall be reviewed by the Company and the Union or shall be deemed to be a full-time position. After reviewing the position, a decision shall be made to:

- 1) Abolish the position;
- 2) Extend the time limit;
- 3) Make it a permanent position.

If the job is deemed to be a full-time position, the present incumbent shall have first right to the position.

If the job is abolished, the present incumbent shall have the right to revert to his former position.

SIGNED THIS 9th DAY OF SEPTEMBER, 1991.

SIGNED ON BEHALF OF	SIGNED ON BEHALF OF:
RETAIL, WHOLESALE	PLAINS POULTRY
AND DEPARTMENT	LIMITED
STORE UNION,	
LOCAL S-955	

Mary Kostiuik

Tim Bodnar

Melvin Roettger

Sylvester Zaluski

Norman Pambrun

(Terminated employment

prior to signing Agreement)

Garry Burkart

Representative

Ralph Effler

Chief Executive Officer

Lanny Weiler

General Manager

Lorne Tarasoff

Personnel Manager

LETTER OF UNDERSTANDING

BETWEEN Plains Poultry Limited

AND: Retail, Wholesale and Department Store
Union, Local 5-955

Work Schedules Maintenance Employees

- 1st Shift - Monday - 7:00 a.m. to 3:00 p.m.
- Tuesday to Friday - 5:00 a.m. to 1:00 p.m.
- optional 1 hour unpaid or 20 minute paid lunch period
- 2nd Shift - Tuesday to Friday - 8:00 a.m. to 4:00 p.m.
- Saturday 7:00 a.m. to 3:00 p.m.
- 20 minute paid lunch break
- 3rd Shift - Tuesday to Friday - 1:00 p.m. to 9:00 p.m.
- Saturday 7:00 a.m. to 3:00 p.m.
- 20 minute paid lunch break

NOTE: In the event of the need for a two-man operation due to holidays or illness, the 1st and 3rd shifts would be filled, while the 2nd would be left open.

The man returning from holidays would work the 2nd shift providing there will be a three-man crew.

SIGNED THIS 9th DAY OF SEPTEMBER, 1991.

SIGNED ON BEHALF OF: SIGNED ON BEHALF OF:
RETAIL, WHOLESALE PLAINS POULTRY
AND DEPARTMENT LIMITED
STORE UNION,
LOCAL 5-955

Mary Kostjuk

Tim Bodnar

Melvin Roettger

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Garry Burkart

Representative

Ralph Effler

Chief Executive Officer

Lanny Weiler

General Manager

Lome Tarasoff

Personnel Manager

LETTER OF UNDERSTANDING

Mr. Ralph Effler
General Manager
Plains Poultry
Box 760
WYNYARD, Saskatchewan
SOA 4T0

Dear Mr. Effler:

The following outlines the agreement between Retail, Wholesale and Department Store Union, Local S-955 and Plains Poultry Ltd. with respect to a disciplinary program for employees who are absent from work without good reason. Effective immediately:

First Offense (1) - Step 1 - written warning

Second Offense - (2) - Step 2 - one-day suspension
without pay

Third Offense - (3) - Step 3 - three-day suspension
without pay

Fourth Offense - (4) - Step 4 - dismissal

After completion of three months' service without further absenteeism without good reason, **an** employee who is at Step 2, 3 or 4 of the program will move down one step and if he is at Step 1, his record will be cleared.

Employees absent from work **are** asked to call the Personnel Office of the Company by 9:00 a.m. Employees without a telephone **are** responsible for seeing that their supervisor is advised that they will not be in.

The above covers the total understanding with respect to disciplinary action for absenteeism.

SIGNED THIS 9th DAY OF SEPTEMBER, 1991.

**SIGNED ON BEHALF OF:
RETAIL, WHOLESALE
AND DEPARTMENT
STORE UNION,
LOCAL S-955**

Mary Kostiuk
Tim Bodnar
Melvin Roettger
Sylvester Zaluski
Norman Pambrun
(Terminated employment
prior to signing Agreement)
Garry Burkart
Representative

**SIGNED ON BEHALF OF:
PLAINS POULTRY
LIMITED**

Ralph Effler
Chief Executive Officer

Lanny Weiler
General Manager

Lome Tarasoff
Personnel Manager

LETTER OF UNDERSTANDING

BETWEEN: Plains Poultry Limited

AND: Retail, Wholesale and Department **Store**
Union, Local S-955

RE: PART-TIME SHIFT WORKERS

This Letter of Understanding shall constitute the agreement reached between the parties with respect to working conditions of a part-time shift of employees.

1. The Company agrees to employ a second (2nd) shift or part-time workers to work the inside eviscerating line.
2. All such employees shall not be covered by the guarantee of hours provision of this Agreement, however, such schedule of hours shall guarantee a minimum of four (4) hours' work or pay in lieu thereof.
3. All other applicable provisions of this Agreement shall **apply** to part-time employees.

4. As full-time positions become available, such vacancies shall first be offered to any part-time employee based on his/her seniority standing with the Company.

SIGNED THIS 9th DAY OF SEPTEMBER, 1991.

**SIGNED ON BEHALF OF
RETAIL, WHOLESALE
AND DEPARTMENT
STORE UNION,
LOCAL S-955**

Mary Kostiuk
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Garry Burkart
Representative

**SIGNED ON BEHALF OF
PLAINS POULTRY
LIMITED**

Ralph Effler
Chief Executive Officer

Lanny Weiler
General Manager

Lorne Tarasoff
Personnel Manager

HOW TO HANDLE A COMPLAINT OR GRIEVANCE

Always be alert for a member with a problem

STEP 1 — GET THE FACTS

- (a) Listen to the people concerned
- (b) Write down —
 - Who is involved.
 - What are their classifications.
 - Where do they work.
 - What happened.
 - When did it happen (time, date).
 - Where did it happen.
 - What provisions of the collective agreement or legislation have been violated.
 - What the grievor wants done to settle his complaint/grievance.
- (c) Obtain copies of any relevant letters, memos, etc.

DO NOT DELAY WHEN DEALING WITH GRIEVANCES

STEP 2 — ADVISE YOUR UNION STAFF REPRESENTATIVE

- (a) Discuss the problem with the staff representative assigned to your Region.
- (b) Send copies of all the facts and any related documents to your staff representative (but also keep copies for yourself?).
- (c) The staff representative will advise you on the merits of the complaint, and if necessary, help you draft wording for a grievance.

In dealing with grievances, always be fair, firm and friendly.

STEP 3 — HELP THE GRIEVOR

- (a) Discuss the merits of the complaint with the member himself.
- (b) Help him in the complaint stage with his immediate supervisor if requested.

- (c) Help him complete the Grievance Form. Ensure that it goes to management within the time limits.
- (d) **Go** with the grievor to any meetings under the grievance procedure.

People must be treated as individuals.

STEP 4 — FOLLOWTHROUGH

- (a) Ensure that the grievor receives written replies from management on time at each stage.
- (b) Send copies of these replies to your staff representative at each stage.
- (c) Advise your staff representative as soon as a grievance is settled or withdrawn.

THIS AGREEMENT BELONGS TO:

Name: _____

Address: _____

Telephone Number: _____

Your Store Steward is: _____

While separate collective agreements are signed with the Companies named herein, the contents of this document are an accurate description of the terms of the agreements.

49