

COLLECTIVE AGREEMENT

BETWEEN; **P & H FOODS**
478 Fourteenth Street
Hanover, Ontario
(Hereinafter called the "Company")

-and -

UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175
(Hereinafter called the "Union")

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-and-

UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175
(Hereinafter called the "Union")

ARTICLE 1 - PURPOSE

1.01 It is the intent of this Agreement to maintain a harmonious relationship between the Company and its employees and to provide an amicable method of settling grievances which may possibly arise, as well as to set forth conditions of employment, rates of pay, and hours of employment to be observed between the parties hereto.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of its poultry processing plant, 478 Fourteenth Street, Hanover, Ontario, save and except foremen, persons above the rank of foremen, office staff, sales staff, fieldmen, and hatchery staff.

ARTICLE 3 - MANAGEMENT

3.01 The Management of the Plant and the direction of the working force, including the right to hire, promote and demote employees, **to discipline**, to suspend or discharge for just cause, to assign and reassign employees to jobs, to transfer employees within the Plant, to increase and decrease the working force, to determine product to be handled, produced or manufactured, the schedules of production and the methods, processes, and means of production or handling are vested exclusively in the Company, provided this will not be used for the purpose of discrimination against any employees or the Union or for the purpose of avoiding the effects of the other provisions of this Agreement.

3.02 The Company agrees that these rights will not be exercised in a manner inconsistent with the terms of this Agreement.

- 3.03 **No Discrimination**: The Company agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of his membership or activity in the Union, or by reason of political or religious affiliation, sex or marital status or age **contrary to the Human Rights Code**.

Whenever the singular or masculine are used, they shall be construed as if the plural and feminine had been used where the context so requires, so long as no other meaning or intent results.

ARTICLE 4 - UNION SECURITY & UNION STEWARDS

- 4.01 The Company agrees that, subject to compliance with the procedure hereinafter set out, it shall be a condition of employment that any employee who is a member of the Union in good standing, or who becomes a member shall maintain such membership during the term of this Agreement or any renewal thereof. An employee shall have satisfied the requirements of this clause so long as he pays his regular monthly Union dues.
- 4.02 No employee shall be subjected to any penalties against this application for membership or for reinstatement as a member in the Union except as may be provided in the Constitution and Bylaws of the Union, and no coercion or intimidation of any kind shall be practised to compel or influence any employee to join the Union, nor shall any discrimination of any kind whatever be practised or permitted with respect to employees who are or who become members of the Union.
- 4.03 If any employee asserts that he has paid his regular monthly dues and the Union denies same, such assertion shall constitute a grievance and shall be dealt with according to the Grievance Procedure established by this Agreement.
- 4.04 (a) Employees on the payroll of the Company as of September 8, 1990, may become and thereafter remain members of the Union as a condition of employment.
- (b) All employees of the Company hired on or after September 8, 1990, shall, upon completion of the probationary period, become and thereafter remain members of the Union as a condition of employment.
- (c) The Company shall remit to the Union within thirty (30) calendar days following the completion of the probationary period, the United Food & Commercial Workers Membership Application form signed by the new employee.

- 4.05 (a) All employees shall, as a condition of employment, authorize the deduction of Union dues and initiation fees. Such deductions will commence with the employee's first pay. This deduction shall not include any special assessment.
- (b) The Company agrees to make the deduction, set out in Article 4.05 (a) from each employee in the bargaining unit. The Company will remit the total sum so deducted to the Union on or before the 15th calendar day of the following month, accompanied by a list of employees and their Social Insurance Numbers from whose pay such deductions have been made.

(c) Dues & Initiation Fees

The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheques. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information: as known to the Company.

1. **S.I.N.**
 2. Employee number if applicable
 3. Full name (**Last/First/Initials**)
 4. Full address, including City and Postal Code
 5. Telephone number (including area code)
 6. Date of hire
 7. Rate of pay
 8. Classification
 9. Full-time or part-time designation
 10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting
 11. Total dues deducted
 12. Back dues owing
 13. Vacation pay breakdown
 14. Initiation fees deducted
 15. Total Initiation Fees deducted
- 4.06 The Company agrees to list the amount of Union dues paid on employees' T4 forms for income tax purposes.

- 4.07 The Plant Chairman and the Union Office shall be furnished with the name and address of each new employee and each employee who is to be laid off or terminated. Such list shall be provided once each month.
- 4.08 The Union shall advise the Company, in writing, the amount of the Union dues and the initiation fee which the Company is required to deduct from each eligible employee. The Company will be advised, in writing, of any further changes in the Union dues or initiation fees.
- 4.09 (a) There will be nine (9) seniority Departments as follows:
1. Live Receiving and Eviscerating
 2. Cry-0-Vac
 3. Shipping and Freezer Handling
 4. Further Processing
 5. Maintenance
 6. Sanitation
 7. Engineering
 8. Specialty Department
 9. Dry Storage (which includes one ~~CL~~ person per shift)

(b) **Union Stewards and Plant Chairperson:**

The Union will have the right to appoint or elect eight (8) Union Stewards and a Plant Chairperson. The names of these Stewards and Plant Chairperson will be submitted to the Company, in writing. No employee will be recognized as Union Steward or Plant chairperson until they have completed their probationary period.

Live Receiving	One Steward
Receiving and Eviscerating	One Steward
Cry-0-Vac	One Steward
Shipping & Freezer Handling	One Steward
Further Processing	One Steward
Specialty Department	One Steward
Maintenance, Engineering	One Steward
Sanitation	One Steward

The Union will have the right to appoint or elect additional Union Stewards in the above departments if the Employer runs additional shifts (2nd shifts) in these respective departments.

Union Stewards for a specific department should be first selected from employees having department seniority, however in the absence of a

candidate from the department, then a steward for the department may be elected or appointed from members on that shift. If there are no candidates for that department steward position on that shift, then a steward may be elected or appointed plant wide to represent that specific department.

(c) Union Negotiating Committee:

The Union shall have the right to appoint or elect five (5) Union members to the Negotiating Committee. The Plant Chairperson will automatically be appointed to a position on the Negotiating Committee. The Company agrees to pay for a total of five (5) Union members to be paid eight (8) hours per day while attending negotiations with the Company Representative. The employer agrees to pay for half (½) the cost of meeting rooms for all negotiations.

ARTICLE 5 - SLOWDOWNS AND INTERRUPTION OF PRODUCTION

- 5.01 It is agreed that the Union and its members individually and collectively will not, during the term of this Agreement, cause, permit or take part in any strike. The Company reserves the right to discipline any employee taking part in any violation of this provision of this Agreement. There shall be no lockout by the Company during the term of this Agreement. Strike and lockout shall be defined in accordance with the Ontario Labour Relations Act.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 Should differences arise between the Union and its members and the Company as to the interpretation, application, administration, or alleged violation of this Agreement, including whether or not the difference is arbitrable, every such difference shall be submitted by the aggrieved employee to adjustment in the manner and order provided in the grievance procedure set forth below.
- 6.02 It is mutually agreed that the parties shall adhere faithfully to the following procedures:

Step 1

No complaint or grievance shall be considered by the Company if the alleged circumstances occurred more than fifteen (15) working days prior to the submission of the complaint or grievance. The aggrieved employee will present his complaint to the foreman of his Department and may be accompanied by the Department

Steward or the Plant Chairperson if he so chooses. If the employee decides to handle his own grievance, the Foreman will notify the Department Steward. The Foreman will advise the Department Steward within three (3) working days, in writing, as to whether the complaint has been resolved. Failing settlement of the complaint the complaint will proceed to the next step.

Step 2

In the event a settlement is not reached, the grievance will be reduced to writing. The Department Steward will present the grievance to the Plant Superintendent. The grievor and the Department Steward and the Plant Chairperson and the Plant Superintendent will meet to discuss the grievance. If the grievance is not resolved, then it will proceed to the next Step.

Step 3

If the grievance is not resolved, then the grievor, if requested by the parties, the Department Steward, Plant Chairperson and the Union Representative may meet with the Plant Manager or his alternate in an attempt to resolve the grievance.

Arbitration

In the event a settlement is not reached in the third step, the grievance may be referred to a Board of Arbitration. The Board shall consist of three (3) members, one (1) nominated by the Union, one (1) nominated by the Company, and the Chairman appointed by such two (2) nominees. The costs and expenses of the Board of Arbitration shall be borne equally by the Company and the Union, except that each of the parties will bear costs and expenses of the nominee appointed by it. Neither party will be responsible for the expense of the witnesses called by the other.

In the event that such two (2) nominees are unable to agree on a Chairman, then the Chairman shall be the Minister of Labour for the Province of Ontario, or such person as the Minister of Labour shall appoint. The decision of the Board shall be final and binding on the Company, the Union, and the employees.

- 6.03 Any employee who is dismissed for any reason whatsoever and feels that he or she has been unjustly dealt with, shall have the right, within seventy-two (72) hours from the receipt of such notice of dismissal, to notify the Union and the Company, in writing, that he or she desires the dismissal in question to constitute a grievance subject to the Grievance Procedure. If, subsequently, subject to Clause 6.09, it is decided that the employee was unjustly dismissed, he or she shall be reinstated in his or her former position and shall be compensated for all money lost at his or her regular rate of pay less any money he or she earned in other employment.

- 6.04 A grievance affecting the rate of pay of an individual shall be handled in accordance with the Grievance Procedure and if subsequent settlement results in rates of any pay being increased, the effective date of such increases shall be decided upon as part of the decision, but such date shall not be prior to the date on which the grievance was presented.
- 6.05 The Plant Chairperson and the Union Steward will be allowed the necessary time off, with pay, in the first three (3) steps of the Grievance Procedure set forth in clause 6.03, for time lost during hours worked by his or her gang including any applicable overtime penalty, to attend grievance meetings with the Company-designated representatives for the purpose of settling grievances. If it is necessary for the Plant Chairperson and/or Union Steward to leave their jobs in order to handle the grievance with the Company representatives, they shall not leave their jobs without first securing permission to do so from their respective Foreman or Supervisor, provided that the Supervisor will grant such permission as promptly as it is possible without duly interfering with production. Such permission will not be unreasonably denied.
- 6.06 No employee shall be suspended or discharged without written notice being given for such action, with a copy being given to the Chief Steward.
- 6.07 The Company agrees that whenever an interview is held with an employee that becomes part of his work record regarding his work conduct, the Plant chairperson or Union Steward will be present. The employee may request that the Plant Chairperson or Union Steward leave the meeting. **If a Union Steward is not available, then the meeting will be rescheduled to a time when he is available. The Employer has the right to send an employee home, with pay, pending investigation of any wrong doing. Upon completion of investigation, the Employer will then have a Union Steward present if they conclude that an employee needs to be disciplined. If a meeting is held without a Union Steward, any conclusions, verbal or written, will be null and void except in the case where the employee requested the Union Steward to leave.**
- 6.08 Proven theft shall be just cause for immediate dismissal, and the Arbitrator or Arbitration Board shall not have any power to modify or alter such penalty or to substitute any other penalty therefore.
- 6.09 If any employee is absent for more than three (3) consecutive working days, without good and proper reason, or without he or his agent having advised the Company of the reason for such absence prior to the expiration of such three (3) consecutive work day period, unless unable to do so for good and sufficient reason, he shall be subject to immediate dismissal. Agent, when applied to this Clause 6.09, shall mean spouse, family member, or Union official.

ARTICLE 7 - HOURS OF WORK, OVERTIME, AND HOLIDAY PAY

7.01 It is recognized by both parties that employees may be required to work in excess of eight (**8**) hours in any one day or forty (40) hours in any one week, but no employee will be required to work an unreasonable number of hours.

7.02 The normal work week for all employees except Engineers and **three (3) Maintenance Department Employees** shall be Monday through Friday inclusive.

7.03 (a) An employee shall be paid one and one-half (1%) times his regular hourly rate of pay for all time worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a week or on Saturday.

(b) An employee shall be paid two (2) times his regular hourly rate of pay for all time worked on Sundays or Paid Holidays.

This provision does not apply to Engineers who will continue to be paid one and one-half (**1%**) times their regular rate of pay for all hours worked on Sunday.

(c) An employee who is required to work in excess of twelve (12) continuous hours shall be paid two (2) times his regular rate of pay for all time so worked.

(d) Reference to hours worked in Article 7.02 (a) and (b) shall include hours paid by the Company.

(e) There shall be no accumulating of overtime premiums for the same hours worked but the highest single premium shall apply under the provisions of the preceding paragraphs 7.03 (a) and (b) of this Article.

(f) Notwithstanding 7.03 (a) above, a Sanitation or a Maintenance Department employee shall be paid one and one-half (1%) times his regular rate of pay for all time worked in excess of eight (8) hours in a day, except when a period of twelve (12) hours exists between the completion of the first shift and the commencement of the second shift in the same day unless otherwise mutually agreed.

(g) The following shall be observed as Paid Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Remembrance Day
Heritage Day (3rd Monday in February)	

All paid holidays shall be observed between Monday and Friday inclusive.

- 7.04 Employees ordered to report for work shall be furnished four (4) hours work, or pay at their appropriate rate in lieu of work, providing they report within fifteen (15) minutes of the time designated.

The four (4) hour guarantee will be reduced by the amount of time late in excess of fifteen (15) minutes to a maximum of one (1) hour. The four (4) hour guarantee will be waived should the employee report late in excess of one (1) hour.

- 7.05 Adequate relief for personal needs will be provided. A ten (10) minute break will be scheduled as near the mid-point in each half of the shift as possible.

Employees working in excess of nine (9) continuous hours in any one (1) day will be entitled to one (1) additional relief period of ten (10) minutes. Employees working in excess of twelve (12) continuous hours will be entitled to an additional relief period of ten (10) minutes.

Consideration will be given in each Department to the distance from the Department to the cafeteria and washroom corridors that employees must travel to get to these areas. Fair consideration is to be given to employees who must remove gloves and aprons and wash hands upon leaving or re-entering their Department.

The intent of this language is to ensure employees receive a full ten (10) minute break from the time they enter the employee welfare areas, (i.e. washrooms and cafeteria corridor areas).

- 7.06 Employees shall not be required to work over five (5) hours without a meal period, except that employees may work six (6) hours in order to finish the day's work.
- 7.07 **There will be an unpaid one (1) hour lunch period for the first shift. There will be an unpaid thirty (30) minute lunch period for the second shift, excluding sanitation and maintenance.**

ARTICLE 8 - PAY FOR HOLIDAYS NOT WORKED

- 8.01 All regular full-time employees (not including part-time employees) shall be paid their regular rate of pay for eight (8) hours on each statutory holiday set forth in paragraph 7.03 (g) of Article 7.

Part-time employees (those employees who work regularly but only for a part of the regular work day or work week), shall be paid for each statutory holiday set forth in

paragraph 7.03 (g) of Article 7, an amount equivalent to that percentage of eight (8) hours' pay at their regular rate which the total number of hours worked by each part-time employee in the week in which the holiday occurs is of forty (40) hours.

- 8.02 An employee who is late "absent" in excess of one (1) hour on the last working day preceding or the next work day following the holiday shall have deducted from such holiday pay, the sum determined by multiplying the hours missed by one-half (1/2) his regular rate of pay, unless such absences were due to illness or causes beyond the control of the employee.
- 8.03 If one of the paid holidays outlined in Clause 7.03 (g) occurs within an employee's vacation period, the employee may elect either of the following:
- (a) To receive eight (8) hours' pay at his regular rate for such paid holiday in addition to his vacation pay, or;
 - (b) Elect to take an additional day off, with pay, at the employee's option, providing two (2) weeks' notice is given in writing and provided that the date chosen by the employee does not reduce critical staffing which affects yield to less than fifty percent (50%) of the standard crewing for the employee's position. The Company will respond within five (5) working days.
- 8.04 Regular employees drawing sickness and accident pay when a paid holiday occurs, shall receive, under this Article 8, only the amount by which the pay for the paid holiday hereunder exceeds such sickness and accident pay.
- 8.05 If one or more of the above holidays occur while an employee is away on leave of absence, in accordance with Article 15.01, the employee shall receive no pay for such holiday.
- 8.06 **Regular Employee**: Person who has attained Plant and Department seniority.
- Regular Floater Employee**: Person who has completed the probationary period and has achieved Plant seniority, but has not achieved Department seniority as per Article 10.04.
- Temporary Employee**: One who works from May 1st to August 31st - as per Article 8.07.
- Part-time Employee**: One who does not normally work more than twenty-four (24) hours in the week, or part-time employees hired for a specific job or short duration not to exceed four (4) weeks.

Probationary Employee: One who has not completed his probationary period as per 10.04. However, if a probationary employee is hired into a job not filled internally by a job posting, he shall be considered a regular employee for bumping purposes.

- 8.07 (a) The Company agrees that temporary employees who are hired from May 1st to August 31st will not accumulate seniority. Temporary employees hired for the summer which will be from May 1st to August 31st have no seniority rights for the purpose of hours of work, overtime hours or guarantee of hours. Should a summer temporary employee continue to remain in the employment of the Company after August 31st, he will then commence a probationary period.

A regular employee who is reassigned for all or part of a shift to another department, or who bumps a temporary/part-time/floater employee, will not be bumped by another regular employee. Such regular employee will work the hours that the temporary/part-time/floater employee was scheduled to work.

ARTICLE 9 - VACATIONS

- 9.01 For the purpose of calculating eligibility, the anniversary date shall be determined from the employee's date of hire.

- 9.02 Vacations, with pay, will be granted by the Company in accordance with the following:

1 year but less than 5 years employment - - - 2 weeks off at four percent (4%) of T4 earnings or thirty (30) hours' pay per week, whichever is greater;

Effective January 1, 2006, 1 year but less than 5 years employment --- 2 weeks off at four percent (4%) of T4 earnings or **thirty five (35) hours' pay per week, whichever is greater;**

5 years but less than 12 years employment - - - 3 weeks off at six percent (6%) of T4 earnings or thirty (30) hours' pay per week, whichever is greater;

Effective January 1, 2006 - 5 years but less than 10 years employment --- 3 weeks off at six percent (6%) of T4 earnings or **thirty five (35) hours' pay per week, whichever is greater;**

12 years but less than 18 years employment - - - 4 weeks off at eight percent (8%) of T4 earnings or thirty (30) hours' pay per week, whichever is greater;

Effective January 1, 2006 - 10 years but less than **18** years employment --- 4 weeks off at eight percent (8%) of T4 earnings or thirty **five** (35) hours' pay per week, whichever is greater;

18 years but less than 25 years employment - - - 5 weeks off at ten percent (10%) of T4 earnings or thirty (30) hours' pay per week, whichever is greater;

Effective January 1, 2006: 18 years but less than 25 years employment --- 5 weeks off at ten percent (10%) of T4 earnings or thirty **five** (35) hours' pay per week, whichever is greater;

25 or more years of employment - - - 6 weeks off at twelve percent (12%) of T4 earnings or thirty (30) hours' pay per week, whichever is greater.

Effective January 1, 2006: 25 or more years of employment --- 6 weeks off at twelve percent (12%) of T4 earnings or thirty **five** (35) hours' pay per week, whichever is greater.

- 9.03 (a) Vacations during the period June 1st to August 30th will be scheduled by department and department seniority.
- (b) **All** employees eligible for two (2) or more weeks' vacation will be allowed up to two (2) weeks' vacation during this period. Employees in the Departments that have a planned two (2) week vacation shutdown shall take the balance of their vacation by seniority, but the maximum number of employees off in each department per shift shall be the number of people in the department per shift divided by 6.5.

Live Receiving	1
Evis	7
Cryovac	7
Specialties	3
FFP	7
Freezer	2
Sanitation	2
Maintenance	1
Engineering	1
Dry Storage	1

If there is not planned vacation shutdown, then the number of employees in each department divided by 6.5 (or the numbers above, whichever is greater), equals the maximum number of employees away on vacation in any week during June, July and August. If there is a vacation shutdown employees will be notified by **January 31st**.

- (c) Vacations during this period are not mandatory, and eligible employees may take one week's vacation during June, July and August if they choose. However, if the Company does schedule a vacation shutdown during the last two (2) weeks of July, ending with the Civic Holiday weekend, either of specific departments or of the whole plant, all employees shall be required to take their vacations during this period. If there is a vacation shutdown, employees will be notified by **January 31st**.
 - (d) **As** much as possible joint vacations for spouses who work at the plant and are eligible for vacation may be accommodated. Final determination will be made subject to (a) and (b) of 9.03.
 - (e) Unusual or special occasions will be given consideration of a request for more than two (2) week's vacation during this period if requested. Final allocation will be made by the superintendent.
 - (f) Employees who are entitled to three (3) or more weeks' vacation and who would prefer to take their additional weeks during June, July and August may select the additional weeks by seniority, once all employees have selected their vacations for this period, subject to the formula in Article 9.03 (b).
- 9.04 For the purpose of Article 9 - Vacations, T4 earnings do not include previous vacation paid during that year.
- 9.05 Employees who become sick or are injured prior to receiving their vacation shall be entitled to reschedule such vacation at a time mutually agreeable between the Company and the employee. It is understood and agreed that employees are not required to take their vacation entitlement while on layoff.
- 9.06 Vacations will, as far as possible, be granted for the period selected by the employee, but final allocation of vacation periods is left to the Company in order to assure orderly operation of the Poultry Processing Plant. If there is a conflict between employees in the choice of vacation dates, department seniority shall prevail. Vacation lists will be posted in each department.
- 9.07 Vacations will be granted only in the vacation year (January 1 to December 31) in which they are due and may not be carried over to the following vacation year. If, however, due to some emergency, an employee is not permitted to take his vacation during the vacation year in which it is due, he shall have the right to take it in the ensuing vacation year.
- 9.08 All employees who are eligible will be required to take two (2) weeks' vacation per year. Employees with more than two (2) weeks' may at their option choose not to take their additional vacation, but rather be paid the money in lieu. If an employee is to be laid off he may choose instead to use up any vacation in excess of two (2) weeks up to the maximum of his vacation entitlement, in daily or weekly increments.

An employee may **use all remaining weeks of vacation into one (1) day increments other than the two (2) weeks used for shutdown as approved by his supervisor, such approval will not be unreasonably denied.** When requesting a vacation day to attend an appointment, a minimum one (1) week's notice should be given. When requesting a vacation day due to an emergency, a minimum one (1) hour notice prior to the commencement of the employee's scheduled shift must be given by the employee. **If a stat holiday falls during the week that an employee is on vacation, then the employee may take that extra stat holiday as a floater at some later date, mutually agreeable to the employee and management.**

- 9.09 (a) An employee eligible for vacation who is laid off because of reduction in his gang, shall be allowed pay for the vacation for which he has qualified.
- (b) An employee eligible for vacation whose employment is terminated for any reason shall be allowed pay for the vacation for which he had become eligible. In the case of death, such pay shall be paid to his Estate or the person legally entitled.
- 9.10 Employees shall be entitled to receive their vacation pay at the beginning of their vacation period, if so desired.
- 9.11 All of the vacation provisions of the Agreement shall be read, subject to applicable Provincial and/or Dominion Statutes and to the extent that the benefits required under such statutes are more favourable to the employees than the vacation benefits provided by this Agreement, such statutes shall prevail.

ARTICLE 10 - SENIORITY

- 10.01 Seniority of employees shall be defined as length of continuous employment with the Company in the bargaining unit.
- 10.02 Service is defined as length of continuous employment with the Company.
- 10.03 Throughout the Agreement, the following shall apply:
- (a) seniority shall apply to all Articles except vacation, pension, wages, separation pay, and sickness and accident;
- (b) service shall apply to vacations and wages;
- (c) total credited service, as defined in Article 16 earned prior to September 8, 1990, plus service earned following September 8, 1990, shall apply to separation pay and sickness and accident benefits;

- (d) credited service, as defined in Article 16, shall apply to the existing Company Pension Plan.

Credited Service

The Company shall advise each employee of their total amount of credited service as of September 8, 1990, with a copy to the Union Office. This information will be provided on or before November 1, 1990.

In the event an employee disagrees with his credited service earned, such employee must advise the Company and the Union on or before November 30, 1990.

- 10.04 Seniority shall operate on a combination of Department and Plant basis. An employee shall acquire Plant seniority rights after he has attained four (4) calendar months of service. Until that time, he shall be considered a probationary employee as per 8.06 and 8.07 and may be separated from the Company employ at any time without reference to seniority, and the Company shall be under no obligation to rehire him.

However, if an employee completes more than four (4) calendar months of service, his seniority shall commence from his original date of employment for Plant seniority purposes. Department seniority is acquired upon being awarded a job posting, being hired into a job not filled by the posting, or upon assigning a regular floater employee to a job, providing he has the ability and merit to do the work required.

- 10.05 (a) **There will be nine (9) seniority Departments as follows:**

1. **Live Receiving and Eviscerating**
2. **Cry-0-Vac**
3. **Shipping and Freezer Handling**
4. **Further Processing**
5. **Maintenance**
6. **Engineering**
7. **Sanitation**
8. **Specialty Department**
9. **Dry Storage**

- (b) Overtime in a seniority Department will be performed:

Firstly, by those employees having seniority in that Department.

Secondly, by those employees who have signed the Available to Work/Reduced Hours and Overtime List as per Letter of Understanding No. 3.

Thirdly, if there is not a sufficient number of employees to work in the Department where the overtime is to be worked, the Company has the right to assign the employees from other Departments to that Department to perform such overtime work, on a reverse seniority basis, providing the employee is qualified to perform the work required.

10.06(a) Employees who experience reduced hours of work within a seniority Department shall have no right to do any work except that which is performed within such seniority Department, unless otherwise directed by the Company.

(b) Employees with Plant and Department seniority who experience reduced hours of work may bump temporary, floater or part-time employees during regular hours providing:

- 1) They have signed an "Available to Work Reduced Hours and Overtime Posting" list, the day the work is to be performed by the end of the morning break.
- 2) They are available to work the day for which they posted.
- 3)
 - i) Once a person with Department seniority bumps a floater, temporary or part-time person, the seniority person will not be bumped again during regular hours.
 - ii) Provided there is at least one-half (1/2) hour remaining in regularly scheduled hours including transfer time.
 - iii) Transfer time as described below:

As per the current practice, employees within cool room process areas are expected to go directly to the position assigned after putting away their tools and washing their gloves.

Employees who transfer from Eviscerating to cool process areas will be allowed a maximum of eight (8) minutes to change and report to their assigned Department.

Employees who transfer from Freezer/Shipping area will be allowed a maximum of seven (7) minutes to change out of insulated clothing and report to their assigned Department.

An employee from Live Receiving will be allowed a maximum of ten (10) minutes to clean up and report to the assigned position. If more than one (1) employee from Live Receiving is transferring, they will be assigned to other areas to clean up and then report to assigned position.

Employees moving from warm areas to cool areas may be required to go to washroom shortly after entering assigned areas.

- 4) This will include overtime as per Article 10.06.
- 5) This will not include Maintenance, Engineering or Sanitation for the purpose of this Article, with the exception that in a layoff situation, it will include temporarily assigned unskilled jobs.
- 6) (a) Starting times will be scheduled by seniority if greater than one and one-half (1 1/2) hours or more differential to be applied to temporary, floaters or part-time employees.
- (b) Because of chilling equipment, the Union agrees to work with the Company to resolve any difficulties created by language.

10.07(a) Layoffs from the Plant occasioned by gang rearrangements, pursuant to a reduction in volume of work to be handled, will be made according to Plant seniority, provided that an employee who would thus be retained can satisfactorily perform the job that is assigned.

- (b) For the purpose of staffing the Further Processing and Specialty Department **and Dry Storage Department** during layoffs from the plant as per Article 10.07a), the plant seniority list shall not prevail, except for the purpose of bumping part-time employees.

During these times, the Further Processing and Specialty Department **and Dry Storage Department** will be staffed by following their separate department seniority lists.

- (c) During a layoff in the Further Processing or Specialty Department **or Dry Storage Department**, seniority in these departments seniority lists shall not prevail for the purpose of Further Processing, Specialty **and Dry Storage** employees bumping into other Departments, except for the purpose of bumping part-time employees.

- (d) In the event of a permanent closure of any department the laid off department employees may elect to bump according to overall plant seniority to any department in accordance with 10.07 a).

In the event of a temporary layoff exceeding four (4) weeks or more in any specific department, the department employees may elect to bump according to overall plant seniority to any department in accordance with 10.07 a).

10.08 Seniority Departments and the Plant working force will be increased in the following Manner:

First: An employee who has been assigned from his original Department to another Department shall be recalled to his original Department.

Second: An employee with Plant seniority will be recalled in order of Plant seniority provided such employee is qualified to perform the job which is open.

Third: By implementing employees approved requests for transfers, pursuant to Clause 10.09.

10.09 Permanent job vacancies or new jobs created within a department will be offered first to employees within that department, the Employer shall post a notice of such vacancy on the department bulletin board(s) for seven (7) working days and a copy of the notice shall be sent to the Union. The notice shall set out a description of the job, the qualifications (if applicable) required of applicants for the job, the hours of work (shift) and the wage rate for the job. Where ability and merit are sufficient, department seniority shall prevail. Any employee off work for the following reasons: bereavement, WSIB, on sickness or accident benefit, vacation or leave of absence shall be notified of all job postings, and will be given an opportunity to sign the posting. If the company is unable to contact the employee by the end of the posting date, the company will then move to the next senior employee on the posting. Also, the employee that is off work must be available for work within two (2) weeks from the last day of posting.

Where a job vacancy occurs or a new job is created and cannot be filled within the department, the Employer shall post a notice of such vacancy on all bulletin boards for seven (7) working days and a copy of the notice shall be sent to the Union. The notice shall set out a description of the job, the qualifications (if applicable) required of applicants for the job, the hours of work (shift) and the wage rate for the job. Where ability and merit are sufficient, plant seniority shall prevail. Any employee off work for the

following reasons: bereavement, **WSIB**, on sickness or accident benefit, vacation or leave of absence shall be notified of all job postings, and will be given an opportunity to sign the posting. If the company is unable to contact the employee by the end of the posting date, the company will then move to the next senior employee on the posting. *Also*, the employee that is off work must be available for work within two (2) weeks from the last day of posting.

With the exception of those regular employees who have department seniority, if the vacancy still remains the Company shall assign the job to a regular floater employee on a reverse seniority basis, providing the employee has the ability and merit to do the work required.

If the vacancy still remains, the Company may hire to fill the vacancy. This employee will be categorized as a Probationary Employee, as per Article 8.06. Once a Probationary Employee has successfully completed their probation period and has achieved department seniority, the employee cannot transfer to another position for a twelve (12) month period. (Four (4) month probation period inclusive).

An employee who has posted or who has been assigned to another department will have his plant seniority transferred to his new department. The Plant Chair will receive a list of names and dates of hire of all new employees.

There will be a trial period of up to fifteen (15) working days for the employee to decide if he wants to return, or for the Company to decide to return the employee to his original job. If he returns then any other employees who changed jobs as a result of the original posting may be returned back to their original jobs.

An employee moving into a new job will be considered part of the department commencing on a Monday.

The Plant Chair will receive a list of names and dates of hire of all new employees.

Once the regular employee, who has achieved greater than twelve (12) months Plant Seniority, has successfully completed the trial period, the employee cannot transfer to another position for six (6) months, unless the transfer would be considered progression (increase in pay or change of shift).

10.10 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation to rehire when he:

(a) Voluntarily leaves the service of the Company or discharged for cause.

- (b) Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. Employees will be notified by the present method of contact (or by letter or by telegram, etc.) at their last known address, and they will be expected to report as directed. Failure to do so, or failure to accept a comparable job offered, shall forfeit their seniority rights provided, however, that in cases of inability to report as directed upon immediate notification to the Company, they will be given five (5) additional days within which to report. Employees who are unable to report within this five (5) day period because of sickness or accident, will be given additional time within which to report, such time not to exceed the period that such disability, as shown by acceptable medical evidence, prevents their return to work.
- (c) Has been out of employment by the Company for a period of twelve (12) months or longer due to lack of work.

10.11 An employee having acquired seniority who is later employed by the Company outside of the bargaining unit, if subsequently returned to the bargaining unit within twelve (12) months of his exit from the bargaining unit, shall have all of his service with the Company included in the seniority assigned to him on such return.

10.12 If an employee is absent from work because of accident or sickness, he shall, upon his return to work:

- (a) be returned to his job previously held. If unable because of medical reasons to perform the work, then;
- (b) he shall be placed on a job of equal pay provided he possesses the ability to qualify for that position. If unable because of medical reasons to perform the work, then;
- (c) all efforts shall be made to provide work the employee is physically able to perform.

It is understood that in no instance will a new job be created for the purpose of re-employing such employee.

10.13 Plant and Department seniority lists will be posted bi-monthly. If no question concerning the seniority of any employee in the bargaining unit, as set forth on said list is presented by the Union to the Plant Manager within fourteen (14) calendar days after posting of such list, the Union and the employees shall be deemed to have agreed to the seniority of each employee in the bargaining unit as shown in the list posted by the Company. A copy shall be given to the Chief Steward and one copy mailed to the Union with the Union dues remittance.

- 10.14 An employee proved to have been laid *off* out of turn or recalled out of turn, will be restored to his former position, provided a grievance is filed within seventy-two (72) hours from the time of layoff or failure to recall in turn. An employee so restored to his former position will be made whole for loss of earnings at his regular rate of pay during the period that he should have been at work for the Company, less any money he or she earned in other employment.

ARTICLE 11 - SAFETY AND HEALTH

- 11.01 The Company shall make all reasonable provisions for the occupational health and safety of its employees during the hours of their employment. Protective devices on machinery, procedures, and other safety equipment deemed necessary by the Company to protect employees from injury, shall be provided by the Company. *It* is the responsibility of all employees to wear safety equipment which is supplied, to observe safe working practices and to report unsafe conditions to the Employer. First Aid shall be available for workers on the 1st, 2nd and night shifts. Failure to comply with the provision of Article 11.01 referring to procedures and equipment shall result in disciplinary action being taken.

Joint Health and Safety Committee

The Joint Health and Safety Committee shall consist of no less than four (4) employee representatives that have been elected or appointed by *the* Union and no less than four (4) management representatives designated by the Company.

The Joint Health and Safety Committee will hold meetings as often as necessary, but not less than the requirement under Section 9 (33) of the O.H.S.A.

The Company shall furnish the Committee with copies of all test results pertaining to Health and Safety.

Inspections

The Health and Safety Committee, in compliance with the O.H.S.A. Section 8 (7) will inspect the physical condition of the workplace at least twice a year, inspecting at least a part of the workplace each month.

Critical Injuries

The Joint Health and Safety Committee is entitled to investigate cases where a worker has been killed or critically injured in accordance with section 9 (31) of the Occupational Health and Safety Act RSO 1990.

Injured Worker

An employee who is injured at work and requires medical attention, and who on the advice of a doctor, is unable to return to work shall be paid for the balance of his/her scheduled departmental hours, for the day upon which the injury occurred.

11.02 The Company agrees to provide the Dental Insurance Plan outlined in sub-article 18.02 of this Agreement.

ARTICLE 12 - GENERAL

12.01 The Company will provide a bulletin board for Union notices only. Union notices may be posted on such bulletin board, subject to the approval of the Plant Manager or his designate as to context and contents. Such approval shall not unreasonably be withheld.

12.02 Nothing in this Agreement shall require the Company or the Union to take any action which shall be unlawful by reason of any applicable, present, or future statute, order or regulation of the Province of Ontario or of the Dominion of Canada.

12.03 (a) The Company will furnish freezer coats, hair nets, paper hats, rubber aprons, rubber gloves, steel gloves, **sleevettes**, cotton gloves, and other protective equipment which, in the opinion of the Company, is deemed necessary and all such equipment shall be worn by the employees.

(b) The Company will furnish vests or freezer coats to all employees working in a refrigerated area. Worn out vests or freezer coats returned to the Company will be replaced at no cost to the employee.

Note: The style and type of vest or freezer coats will be based upon the recommendation of the Health & Safety Committee.

The vests, so supplied, are to remain the property of the Company and shall not be taken out of the Plant.

(c) The Employer shall supply a total of five (5) pairs of work pants and five (5) short sleeve **or long sleeve** work shirts to all **new** full-time employees of the

Maintenance and Engineering departments for personal use at work for the summer months. In order to qualify for this provision, each full-time employee of the Maintenance and Engineering Department must wear this clothing at work as provided by the Company during the summer months. A maximum of five (5) pairs of replacement work pants and five (5) short sleeve or long sleeve work shirts will be available each year providing the worn out clothing is turned in prior to April 15th of each year. This work wear is for personal use at work only. Distribution of this work wear will be prior to May 1st each year. The employee will be responsible for laundry and repairs.

- 12.04 The Company will furnish white or coloured outer coats and/or coveralls to employees working in areas that require the wearing of these coats and/or coveralls. The coats and/or coveralls, so supplied, are to remain the property of the Company and shall not be taken out of the Plant. The employees are to deposit the soiled coats and/or coveralls in the proper containers.

The Company will supply laundry service for the abovementioned coats and/or coveralls.

- 12.05 (a) Effective the date of ratification, each employee who is required by the Company to wear rubber boots or vests will be furnished the same at no cost, except a probationary employee. An employee who has obtained plant seniority and is required to wear rubber boots or vests shall be supplied from Company stock or supplied a voucher by the Company and said employee will then purchase the required type of rubber boots or vests as supplied or from the recommended supplier. Such rubber boots or vests which, in the opinion of the Company, are worn out, shall be returned to the Company before being replaced at no cost to the employee, providing such employee has acquired Plant Seniority, up to a maximum of two (2) pairs during any twelve (12) month period and as necessary for vests.

Notwithstanding the above, the Company will replace rubber boots on the basis of demonstrated need shown to the Company.

- (b) Effective the date of ratification, the Company agrees to provide to employees who have obtained plant seniority a monetary allowance to a maximum of one hundred and forty dollars (\$140) once each calendar year towards the purchase of C.S.A. approved safety footwear for use on the job. Such employees will become eligible for this allowance one year from the date of the previous purchase. This provision shall apply to employees who work in the following departments: Freezer / Shipping, Engineering, Maintenance, Dry Storage / Receiving, Quality Assurance posted positions and employees posted into Box Making.

In the event that the Union should disagree with the Company's opinion as to whether safety footwear on the job is or is not deemed necessary, the Company agrees to discuss the issue with the Plant Safety Committee with a view to arriving at a satisfactory settlement agreeable to both parties.

- (c) In accordance with 12.05 (a), the Company agrees to offer a fleece type lined rubber boots in lieu of non-lined rubber boots in cool room areas.
 - (d) Employees who are required by the Company to wear rubber gloves will be furnished these at no cost to the employee. Rubber gloves worn out or damaged shall be replaced immediately when old gloves are returned.
- 12.06 No employee outside of the bargaining unit will be used on work of the same nature as that performed by employees in the bargaining unit except as follows:
- (a) For the purpose of breaking in new employees or employees on a new job, or instructing employees;
 - (b) For the purpose of taking an employee's place temporarily in such cases as failure to show up for work, or who had to be relieved due to injury or sickness, or who, for other reason, is temporarily absent from the job;
 - (c) In locations which are isolated or gangs which are not sufficiently large to justify the full-time use of a supervisor or managerial employee, and only if it has been the practice in the past to use such employees;
 - (d) In the absence of a shift Engineer due to injury, or in the case of an emergency, the Chief Engineer will be permitted to work until such time as he can reschedule shift Engineers as required.
- 12.07 Employees are expected to attend work as scheduled. When unable to attend, the Plant Manager or designated assistant must be notified where practicable, within one-half (1/2) hour before, and in any event within one (1) hour after the commencement of the scheduled shift of the employee. The Company will determine, on an individual basis, acceptable reasons as to why the above time limits were not met.
- 12.08 The Company agrees to supply sufficient scissors, knives, steels, mesh gloves and any other tools to employees in order that they can perform their jobs properly and safely, upon return of the worn out or broken above items.
- 12.09 The Company agrees to pay the lost time wages (including benefits under Articles 9.00 and 18.00) of the Union Negotiating Committee and will be reimbursed by the Union. This also includes any other written authorized Union activities.

- 12.10 The Company will provide prior written notice to the Plant Chairperson and Stewards of any planned meetings.
- 12.11 The Company will continue its practice of supplying tools to the Engineering Department. The Company will supply a tool allowance of four hundred dollars (\$400) per year to each Maintenance Department employee. Effective June 2, 2006, four hundred and fifty dollars (\$450) per year to each Maintenance Department employee; Effective June 2, 2007, five hundred dollars (\$500). Effective the first of the month after the date of ratification and paid out on June 2 each year thereafter.
- 12.12 The Company will provide a log book at the Nurse station to record what medical treatment was done. The employee will sign the book, along with the medical treatment provider.
- 12.13 Any additions to the collective agreement during the term of the agreement, such as new letters of understanding, shall be voted on by the membership.

ARTICLE 13 - SEPARATION ALLOWANCES

- 13.01 Separation payments shall be made to employees having one (1) or more years of credited service who are permanently separated from the service of the Company as a result of a reduction in the working force arising out of the closing of a Department or Unit of the Company or as a result of a permanent layoff due to automation and/or technical change when it is not expected that the employee will be re-employed. An employee who refuses an offer of alternate employment may elect the severance package.
- 13.02 Separation payments shall not be made:
1. To employees who have less than one (1) year's credited service;
 2. To employees who are laid off in gang reduction;
 3. To employees who are discharged for cause;
 4. To employees who voluntarily resign;
 5. To employees who are retired on Pension;

13.03 Separation allowances shall be computed on the basis of the following schedule, which is to be used in computing the number of weeks' pay according to the years of credited service, subject to Article 10.03 (c). Payments are to be computed on the basis of average hours worked during the previous four (4) full weeks at his regular rate of pay.

Years of Credited Service	Weeks of Pay
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11 and over, add to	10

■ 1/2 weeks' pay for each year of credited service above ten (10) years.

Example:

Twelve (12) years of credited service:

First ten (10) years credited service --- 10 weeks' pay.

Service over ten (10) years (12 - 10 = 2 x 1%) three (3) weeks' pay.

Total separation allowance --- 13 weeks' pay.

To the separation allowance computed as per example, add vacation pay for the current calendar year if the employee has qualified for but not taken such vacation.

13.04 The amount due under the policy shall be paid as follows:

1. Amounts less than or the same as the equivalent of four (4) weeks' pay --- in one lump sum.
2. Amounts more than the equivalent of four (4) weeks' pay --- weekly instalments of full wages until the total sum is exhausted. If, for good and sufficient reason, a lump sum settlement is requested, it may be made when it is assuredly to the benefit of the employee.

3. In the event of death, any unpaid balance shall be paid to the widow or dependents.

ARTICLE 14 - WAGES

14.01 Job Classifications and Wage Rates for each classification shall be as outlined in Schedule "A" attached.

14.02 (a) **Pay Cheques**

All employees who finish their shift prior to 2:00 p.m. on Thursday shall be entitled to receive their pay provided such pay cheque is in order and available to be handed out.

- (b) Vacation pay will be paid by separate cheque prior to commencement of vacation, effective July 3, 1995.

14.03 When an employee is required temporarily to fill a higher rated job, he shall receive the higher rate, but if required temporarily to fill a lower rated job, he shall receive his regular rate.

When an employee is permanently transferred to a lower rated job, he shall receive his regular rate for a period of twelve (12) weeks from the date of such transfer and thereafter he shall receive the rate applicable to the lower rated job, unless such transfer was for the convenience of the Company.

Employees requesting a transfer to a lower rated job will receive the rate applicable to the lower rated job effective the date of the transfer.

14.04 Regular employees working between the hours of 6:00 p.m. and 6:00 a.m. will receive additional compensation of **sixty cents (60¢)** per hour for each hour so worked **effective date of ratification**. Employees who work on a second shift shall be paid the premium for all hours worked on the second shift.

14.05 Employees cheque stubs shall show gross earnings, itemized deductions, regular hourly rate and net amount payable.

14.06 The Company agrees to direct deposit provided it is optional, and does not begin until after the probationary period and does not apply to part-time or temporary employees.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Leave of absence for the purpose of this Agreement, is defined to mean an absence from work with permission for a period of seven (7) days or more, without pay or compensation of any kind.

15.02 **A request for a leave of absence without pay for any legitimate purpose shall be considered by the Employer and shall not be unreasonably withheld on the basis of the length of credited service as follows:**

After 9 months - under 5 years	1 month
5 - 10 years	2 months
10 - 15 years	3 months
Over 15 years	4 months

15.03 Leave of absence will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for himself.

ARTICLE 16 - CREDITED SERVICE

This Article is applicable only to those Articles or Clauses outlined in Article 10, Clause .03 (c) and .03 (d).

16.01 "Credited Service" shall mean the total of:

1. For employees who were employed by Swift Canadian Co. Limited prior to January 14, 1981, and who were employees of the Company on January 14, 1981, their credited service up to January 14, 1981, as determined under Article 17 of the Collective Agreement executed on February 24, 1981, between Swift Canadian Co. Limited and the United Food & Commercial Workers **International Union** (Local Number 175); and,
2. For employees on and after January 14, 1981, the period of service which they accumulated while on the Company's payroll, subject to the following provisions:
 - (a) The period of absence due to the following causes will be credited to the employee's service but only after the employee's return to work from such period of absence.
 - - Absences due to sickness, accident, or pregnancy where such absence is supported by acceptable medical evidence.

2. Miscellaneous approved absences such as those due to vacation, jury service, bereavement.
 3. Absence while in the military, naval, or air force of Canada.
 4. Authorized leave of absence up to a maximum period of three (3) months.
- (b) Employees will not be credited with service during the period of absence where they are:
1. Discharged for cause, laid off, voluntarily leave the service of the Company, or separated from the Company's employ as a result of a reduction in the working force arising out of the closing of a Department or Unit of the company when it is not expected that the employee will be re-employed, whether or not paid a separation allowance.
 2. Absent due to being on strike.
 3. Absent due to disciplinary action.
 4. Absent on the part of an unauthorized leave of absence which is in excess of three (3) months.
- (c) Employees on the payroll during any part of a payroll week shall be credited with one (1) week of credited service for that payroll week.

16.02 Employees will lose all credited service if they:

- (a) are discharged for cause.
- (b) voluntarily leave the service of the Company.
- (c) fail to return to work when recalled from layoff within the time provided in Article 10 - Clause 10.10 (b), or cannot be located after reasonable effort on the part of the Company.
- (d) have been out of employment by the Company due to a layoff for a period of two (2) years.
- (e) are separated from the Company's employ as a result of a reduction in the working force arising out of the closing of a Department or Unit of the

Company when it is not expected that the employee will be re-employed, whether or not paid a separation allowance.

If subsequently re-employed, no credit will be given for prior service.

ARTICLE 17 - BEREAVEMENT

Effective date of ratification:

- 17.01 (a) 1. The Employer agrees that an employee will receive five (5) consecutive regular work days off at eight (8) hours' pay per day at their regular wage rate, in the event that they have a death in the immediate family as defined in the clause below.

For the purpose of this clause, an immediate relative shall be defined as father, step-father, mother, step-mother, spouse, son, **step-son**, daughter ~~or~~ step-daughter.

2. The Employer agrees that an employee will receive three (3) consecutive regular work days off at eight (8) hours' pay per day at their regular wage rate, in the event that they have a death in the immediate family as defined in the clause below.

For the purpose of this clause, an immediate relative shall be defined as follows: father-in-law, ~~mother-in-law~~, brother, stepbrother, brother-in-law, son-in-law, sister, step-sister, sister-in-law, daughter-in-law, grandparents and grandchild.

- (b) Where an employee is absent from work on a regular work day and loses pay to attend a memorial service for any of the aforementioned relatives, he shall be reimbursed at his regular rate of pay for his regular hours lost, up to a maximum of eight (8) regular hours. The Company may require from the employee proof of his attendance at such memorial service before it reimburses him hereunder.
- (c) The term "spouse" as used in Article 17.01 (a) above, includes common-law.

- 17.02 (a) If an employee is on vacation at the time of death of a relative as outlined in the bereavement clause, then their vacation will immediately cease and bereavement leave will commence. Provisions of the Article shall not apply to employees then receiving benefits such as sickness and accident payments, on an authorized leave of absence, without pay, for any reason or **WSIB**.

- (b) An employee will not be entitled to receive under this Article 17, bereavement pay in respect of a day for which he is receiving holiday pay.

17.03 **Jury Duty**

When a regular employee is absent from work to perform jury service or to testify as a subpoenaed witness, the Company will pay him his regular rate of pay for each hour he would have worked had he not been on jury duty less any jury fees, but do not include travel expenses, or as a witness less any witness fees received by him for performing such service or giving such evidence.

ARTICLE 18 - BENEFITS

P & H FOODS SUPPLEMENTARY COMPREHENSIVE

18.01 **Medical Plan**

- (a) The payments of benefits to employees and dependents covered by the Plan will begin when the deductible has been satisfied. Benefits will be eighty-five percent (85%) {Effective January 1, 2003, one hundred percent (100%)} of the eligible expenses incurred by the individual during the calendar year.

Coverage under this plan will cease on the last day of the month following the month in which entitlement to sickness and accident benefits have been exhausted under Article 19.04 and the employee is not back on the active payroll or on the last day of the month following the month in which the employee is laid off.

Extended Health Care Lifetime Cap

Effective June 3, 2004 - \$30,000
Effective January 1, 2006 - \$35,000
Effective June 2, 2007 - \$40,000

Chiropractor coverage increased from 85% to 100% and is covered as part of the lifetime cap in article 18.01 (a) effective January 1, 2006.

Effective January 1, 2006, Add Massage Therapy and Clinical Psychiatry to Blue Cross Book - new, with a two hundred dollar (\$200) limit per year for each new benefit.

- (b) An additional benefit will be included to cover expenses incurred for the purchase of prescription eye glasses and frames. This benefit is limited to a maximum to **two hundred twenty five dollars (\$225.00)** each twenty-four

(24) consecutive months for each person covered by the Plan. Effective January **1, 2006**, this will increase to three hundred dollars (\$300.00). This will also cover the cost of an eye exam. Effective June **2, 2006**, this will increase to three hundred and fifty dollars (\$350.00). Effective June **2, 2007**, this will increase to four hundred dollars (\$400.00).

- (c) Effective the date of ratification, Supplementary Health, Vision and Dental Benefits are available to all permanent full-time employees, spouses of employees, and their dependent children. New employees become eligible for plan benefits the first of the month following nine (9) months of continuous employment. Benefits are available to an employee's legal or common-law spouse. Please see your Human Resource Manager for details.

"Dependent children" are defined as natural or adopted children or step-children {Dependent children shall also include any employee who has been declared a legal guardian of children} nineteen (19) years of age or under who are dependent upon the employee for financial support (i.e. not working on a permanent basis).

"Dependents" also include children over nineteen (19) years of age who are in full-time attendance at a specialized school, college or university; and physically and/or mentally challenged children of any age who are totally dependent upon the parents for financial support.

Newly hired employees must enroll in the Plans as a condition of employment (enrollment is not required of new employees who are already covered by another Dental Plan).

- (d) Effective January **1, 2003**, the Company will supply eligible employees a pay direct drug card to purchase prescribed medications. Employees to pay seven dollars (\$7.00) per prescription. Effective January **1, 2006**, employees to pay **(\$6)** per prescription; effective June **2, 2006**, employees to pay (\$5) per prescription; effective June **2, 2007**, employees to pay (\$4) per prescription.

18.02 Dental Plan

Effective the date of ratification of this Agreement, the Company agrees to provide a Dental Plan as follows:

1. The following services will be covered:
 - Examinations
 - Consultations

- Specific Diagnostic Procedures
 - X-Rays
 - Preventative service such as scaling and polishing and fluoride treatments
 - Routine Fillings
 - Extractions
 - Anaesthesia
 - Periodontal Treatments
 - Endodontics Treatments
 - Surgical Services
 - Dentures, denture relining and/or rebasing, repairs, and adjustments
2. The Plan will reimburse the employee for eighty percent (80%) of allowable expenses (except for charges related to dentures, in which case seventy-five percent (75%) will be reimbursed; **effective January 1, 2006 - amend denture coverage to eighty percent (80%) of cost**), with allowable expenses as per the Fee Schedule as outlined in 18.02, #6, and with a maximum annual payment of sixteen hundred dollars (\$1600.00) and **effective January 1, 2006, one thousand eight hundred dollars (\$1800.00) and effective June 2, 2006, two thousand dollars (\$2000.00)** to each employee or dependent.
 3. Where claim charges are estimated to exceed two hundred dollars (\$200.00) for any employee or dependent, a treatment plan will be submitted to the Insurance Company before treatment commences.
 4. Eligibility will be the same as for the Supplementary Comprehensive Medical Plan.
 5. Covered dental expenses do not include and no payment will be made for:
 - Service not included in the above.
 - Services provided under any Government Plans or Workers' Compensation.
 - Services covered under any other Insurance.
 - Cosmetic Treatment
 - Charges for broken appointments.
 - Dentures replacing an existing appliance which is less than three (3) years or which can be made serviceable.
 - Dentures within three (3) years from the date that dentures were provided under this Plan.
 - Theft or loss of dentures.
 - Services commenced or dentures ordered prior to the effective date of the Plan.

6. Effective January **1, 2005**, the **2004 ODA** (Ontario Dental Association). Effective January **1, 2006**, the **2005 ODA** (Ontario Dental Association) Fee Guide will apply. Effective January **1, 2007**, the **2006 ODA** (Ontario Dental Association) Fee Guide will apply. Effective January **1, 2008**, the **2007 ODA** (Ontario Dental Association) Fee Guide will apply.
7. Coverage under this plan will cease on the last day of the month following the month in which entitlement to sickness and accident benefits have been exhausted under Article 19.04 and the employee is not back on the active payroll, or on the last day of the month following the month in which the employee is laid off.

18.03 GROUP LIFE INSURANCE

Eligibility

Effective the date of ratification, all hourly employees covered by the contract who have attained nine (9) months of service, Life Insurance coverage becomes effective the first of the month following the month in which he/she have attained nine (9) months of service.

Benefits

Straight Life Insurance in the amount of **\$15,000.00** per employee with no (A.D.D.) premiums will be paid for eligible employees on the payroll. {Effective January **1, 2003**, Straight Life Insurance in the amount of **\$20,000.00** per employee and effective January **1, 2004**, Straight Life Insurance in the amount of **\$25,000.00** per employee}. Straight Life Insurance in the amount of **\$25,000.00** per employee with no (A.D.D.) premiums will be paid for eligible employees on the payroll. {Effective January **1, 2006**, Straight Life Insurance in the amount of **\$30,000.00** per employee and effective January **1, 2007** Straight Life Insurance in the amount of **\$35,000.00** per employee}.

AD&D: Effective January **1, 2006**, new - add **AD&D** thirty thousand (**\$30,000**); effective January **1, 2007**, thirty five thousand (**\$35,000**).

Effective after August 11, 2002, for all hourly employees covered by the contract who have attained nine (9) months of service, Life Insurance coverage becomes effective the first of the month following the month in which he/she have attained nine (9) months of service.

Coverage will cease upon:

- . At the end of the month in which termination of employment occurs.

2. The last day of the month following the month in which the employee was laid off.
3. When coverage has ceased under item (2), eligible employees will be reinstated for coverage immediately upon their return to work.
4. In the event that an employee's absence due to sickness or accident exceeds the term for which he/she is entitled to under Article 19.04 "extent of payment", then the Insurance coverage shall remain in effect for the balance of time up to twelve (12) months in the case of sickness or accident and eighteen (18) months if absent due to Workers' Compensation compensable accident, provided the seniority of the employee is not considered broken under the terms of Article 10.10 a), b) and c).
5. At the end of the month in which the end of an approved leave of absence, granted in accordance with the terms of Article 15, if the employee does not return to work.
6. Conversion privilege and total disability provisions are available as per the terms of the Policy as purchased by P & H Foods.
7. All other conditions and terms shall prevail as per the Group Life Insurance Policy.

18.04 Canadian Commercial Workers Industry Pension Plan

P & H Foods, Hanover

- (a) **January 1, 2004, eighty cents (80¢) per hour to the Canadian Commercial Workers Industry Pension Plan ("PensionPlan")for all hoursworked for all full time and part time employees, to a maximum of forty (40) hours per week; effective January 1, 2006, the Employer will contribute eighty cents (80¢) per hour to CCWIPP for all hours paid for all full time and part time employees, to a maximum of forty hours per week; effective June 2, 2006, eighty five cents (85¢) per hour; effective June 2, 2007, ninety cents (90¢) per hour.**
- (b) The Employer agrees to sign a "Participation Agreement" and supply any other information required by the Trustees of the Pension Plan. The Employer shall forward all contributions together with a list of full-time and part-time employees and the number of hours worked for each employee in each reporting period, within fifteen (15) days following the end of each of the Employer's four (4) or five (5) week accounting period.

18.05 Except as provided in Article 18.03, the Company will continue paying the premiums of employees who are on layoff not to exceed sixty (60) days for the following benefits:

-- Supplementary Comprehensive Medical Plan

18.06 The Ontario Employer Health Tax: The Company will continue its present practice of paying one hundred percent (100%) of the premium established by the Ontario Employer Health Tax.

18.07 The Employer agrees to provide the following Blue Choice Cross Health Benefit Plan as listed below, for all employees taking early retirement between the ages of 55 years of age and 64 years of age. These benefits are available to employees and their dependents as described in article 18.01 (c) and will be available until the employee reaches 65 years of age or the first of the month following the death of the employee. To be eligible for this benefit, employees must retire between January 1, 2006 and April 30, 2006, January 1, 2007 and April 30, 2007 and January 1, 2008 and April 30, 2008.

All Blue Choice contracts with Core Health Benefits include the following:

(Benefit payments reimbursed at **80%**, up to specified maximum. Amounts refer to each covered person).

- Hearing Aids (3 month waiting period) - up to **\$300** every 5 calendar years
- Accidental Dental - up to **\$2,000** per calendar year
- Medical Equipment and Supplies - up to **\$2,500** per calendar year
- Nursing Care - up to **\$2,500** per calendar year
- Ambulance Services - amount not covered by OHIP
- Accidental Death and Dismemberment - up to **\$25,000** (available up to age 75)
- **24** hour toll free Health Assistance Hotline

All Blue Choice contracts with Core Health Benefits also include coverage for:

(Benefit payments reimbursed at **100%**, up to specified maximum. Amounts refer to each covered person).

- Vision Care (3 month waiting period) - up to **\$150** every 2 calendar years
- Emergency Out of Province Travel Coverage - up to **\$5** million
- Registered Therapists and Specialists - costs and number of appointments vary for visits to an Acupuncturist, Chiroprapist,

Chiropractor, Massage Therapist, Naturopath, Osteopath,
Physiotherapist, Podiatrist, Psychologist, Speech Therapist

Specialist	Initial Visit	Subsequent Visit	Max Number
Acupuncturist	\$12	\$12	25
Chiropracist	\$12	\$12	25
Chiropractor	\$12	\$12	25
Massage Therapist	\$15	\$15	20
Naturopath	\$12	\$12	25
Osteopath	\$12	\$12	25
Physiotherapist	\$12	\$12	25
Podiatrist	\$12	\$12	25
Psychologist	\$75	\$60	12
Speech Therapist	\$60	\$40	12

Benefits payable only after the yearly maximum allowed under the Ontario Health Insurance Plan (OHIP) has been reached.

The plan provides emergency medical coverage while travelling outside the province and includes:

Benefits paid at **100%**

- An unlimited number of trips per year (**15** day maximum per trip)
- Emergency hospital and medical expenses
- Worldwide Assistance Service
- **No deductibles**
- Available Top up coverage
- Emergency financial assistance
- Up to **\$5** million in coverage

Blue Choice Hospital Coverage includes:

- **\$175** per day
- **90** days per year
- Semi private/private room

Benefits not paid for hospitalization due to pregnancy or pregnancy related conditions during the first eight months after effective date of coverage.

Blue Choice Optional Coverage

Choose any or all of these options for your customized Blue Choice Health Care Plan. Remember, you can add to or change the options included in your plan, at any time, according to your needs.*

Prescription Drugs

- Ontario Blue Cross pays **80%**
- Pay Direct drug card
- Unlimited coverage - no maximum
- Available up to age **65**

Dental Coverage

- Current ODA Fee Guide
- Year 1 - **70%** Basic, **\$750** per calendar year
- Year 2 - **75%** Basic, **\$1,000** per calendar year
- Year 3 - **80%** Basic, **\$1,250** per calendar year including **50%** Major Restorative, up to **\$500/calendar year**

Dental benefits are subject to a three month waiting period.

18.08 Effective January **1, 2006** the Employer will provide an "Employee Assistance Program". A letter describing this benefit will be sent to the home of each employee of P & H Foods in January, **2006**.

ARTICLE 19 - SICKNESS AND ACCIDENT

19.01 Effective the date of ratification, the Company agrees to pay the full premium cost of this Sickness and Accident Plan to all eligible employees. Benefits to which an employee may be entitled are determined by his service and status at the onset of the disability. Permanent full-time employees become eligible for plan benefits commencing the first of the month following the month in which he/she have attained nine (9) months of service.

19.02 In case any sickness or non-compensatable accident benefit payments, lesser in amount or duration than those payable under this Article are provided for by Provincial or Federal laws, it is understood that the difference only, if any, between such Provincial or Federal required payments and the amount the employee is entitled to under this sickness or non-compensatable accident payment plan will be payable. If such Provincial or Federal required payments are greater than those payable under this Article, no payments shall be made under this Article.

- 19.03 (a) All employees who are absent for a period of four **(4)** or more scheduled work days shall be required to submit acceptable medical evidence to the Company in order to substantiate a claim for sickness and accident benefits, as required by the Sickness and Accident Claim Form attached as Exhibit "A", or as required by the Insurance Company.
- (b) However, employees who have an unsatisfactory attendance record shall be required to submit acceptable medical evidence for each and every absence. Acceptable medical evidence shall include a letter or other document signed by the employee's physician which indicates the reason for the absence, the nature of the illness, the date of treatment and the estimated date of recovery.

19.04 For the purpose of this Sub-Article 19.04, credited service is as defined in Sub-Article 10.03 (c) of the Agreement. When employees are absent from work because of a disability or a non-compensable accident, and when such absences are supported by acceptable medical evidence as per Exhibit "A", or as required by the Insurance Company, payments shall be made in accordance with the following terms and conditions:

- (a) Payments shall not be made when employees are absent from work because of disability due to sickness or injury caused by or as a result of the employee's own act or misconduct. All absences shall be considered as starting with the loss of the first day on which the employee was scheduled to work.
- (b) **Effective the date of ratification:**

Schedule
Service Rewired

While being credited with service within the meaning of Article 16 and after **nine (9)** months or more of credited service at the time of the onset of the absence, all of which service must have been performed subsequent to the employee's most recent (if any):

1. Discharge for cause unless such discharge is reversed through the grievance procedure or arbitration.
2. Quit.
3. Layoff in excess of one hundred and eighty (180) days.
4. Failure to return to work for the Company within the times limited by Clause 10.10 (b) hereof when recalled.

(c) **Waiting Period**

If eligible, payment will begin on the employee's first scheduled working day of Hospitalization or outpatient surgery, and the employee's fourth scheduled working day for sickness or accident. Days on which the employee was not scheduled to work will not be counted as any part of the waiting period.

(d) **Amount of Payment**

The amount of payment shall be as follows:

<u>Consecutive Weeks of Compensatable Disability</u>	<u>Percentage of wages</u>
First Four Weeks	65%
Fifth and Subsequent Weeks	70%

On the basis of the applicable percentage (%) of the employee's average straight time weekly earnings in the four (4) full calendar weeks immediately preceding the disability or the applicable percentage (%) of thirty-five (35) hours, whichever is **greater**.

The definition of average weekly earnings will be calculated on the basis of the preceding four (4) calendar weeks worked. Weeks worked is defined as any week that is not a shutdown or a vacation week.

In cases involving absences of less than a full week, the daily payment shall be one-fifth (1/5) of the above weekly benefit.

(e) **Extent of Payment**
Effective the date of ratification:

For an employee having **nine (9)** or more months but less than eight (8) years of credited service, benefits will be payable for up to fifteen (15) weeks, reduced by the number of weeks, including any partial weeks, for which benefits were paid in the previous three (3) calendar months.

For an employee having greater than eight (8) years of credited service, benefits will be payable for up to two (2) weeks for each year of credited service, reduced by the number of weeks, including any partial weeks, for which benefits were paid in the previous twelve (12) calendar months.

(f) In cases of disability due to pregnancy or pregnancy related illness, payments and the extent thereof will be on the same basis as aforesaid, except that payments shall not be made during or in respect of any period.

1. As per the Employment Standards Act with respect to Pregnancy and Parental Leave.
2. For which maternity benefits are paid to her under Section 30 of the Unemployment Insurance Act.

19.05 If, during a period when an employee is absent due to sickness or accident and is receiving benefit payments under Article 19, this Collective Agreement provides for a wage rate increase, such sickness and accident benefit payments shall be adjusted accordingly.

19.06 The Company shall have the right at all times to unilaterally amend any of the provisions of this Article 19 in order to remain qualified for the Unemployment Insurance premium reduction, provided the amended provision does not result in a reduction in benefits to an employee.

ARTICLE 20 - DISCIPLINARY WARNINGS

20.01 Where an employee receives a written disciplinary warning and receives no further written discipline for a period of **fourteen (14)** clear months from the date of the warning, or the warning is withdrawn by grievance and arbitration procedure, such warning shall be removed from the employee's record and shall not be used in any subsequent disciplinary action or arbitration proceedings.

ARTICLE 21 - EDUCATION AND TRAINING FUND

21.01 Effective January 1st, 2006, January 1st, 2007 and January 1st, 2008, the Company will contribute six thousand dollars (\$6000.00) per calendar year to the U.F.C.W. Education and Training Fund.

21.02 Effective June 2, 2005, the Company will pay one half (½) of the cost for the printing of the Collective Agreement.

ARTICLE 22 - DURATION OF AGREEMENT

22.01 This Agreement shall take effect June 2nd, 2005, and shall remain in full force and effect up to and including the 1st day of June, 2008, and from year to year thereafter, unless written notice of intention to terminate or amend is given by registered post by either party to the other at Hanover, at least **ninety (90)** days prior to its expiration.

SIGNED ON BEHALF OF THE PARTIES HERETO BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS ____ DAY OF _____, 20__.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

SCHEDULE "A"
PRODUCTION CLASSIFICATION AND WAGES

A.01

<u>JOB CLASSIFICATION</u>	<u>June 2 2005</u>	<u>June 2 2006</u>	<u>June 2 2007</u>
Production Rate	16.20	16.69	17.19
Turkey Deboner	16.30	16.79	17.29
Cutting Tails	16.30	16.79	17.29
Cut Vents & Bar Cuttings	16.30	16.79	17.29
Knife & Scissor Sharpener	16.30	16.79	17.29
Slit Neck	16.30	16.79	17.29
Grader	16.40	16.89	17.39
Draw Eviscera	16.30	16.79	17.29
Operate Cry-O-Vac Machines	16.35	16.84	17.34
Cut Off Feet	16.35	16.84	17.34
Remove Necks	16.35	16.84	17.34
Pull Crops	16.45	16.94	17.44
Vacuum Gun Operator	16.35	16.84	17.34
Trusser	16.35	16.84	17.34
Freezer Employee	16.35	16.84	17.34
Fork Lift Truck Operator	16.35	16.84	17.34
Receiver	16.35	16.84	17.34
Sticker/Killer	16.40	16.89	17.39
Live Hangers	16.55	17.05	17.56
Sanitation/Clean-up	16.30	16.79	17.29
Skin/Cut Gizzards	16.30	16.79	17.29
Dry Storage	16.35	16.84	17.34

SCHEDULE "B"
MAINTENANCE AND ENGINEERING
CLASSIFICATION AND WAGES

B.01

JOB CLASSIFICATION	June 2 2005	June 2 2006	June 2 2007
Engineer - 4th Class	19.75	20.34	20.95
• 3rd Class	19.95	20.55	21.17
• 2nd Class	20.21	20.82	21.44
Industrial Mechanic (Millwright)	19.94	20.54	21.16
Apprentice Industrial Mechanic (Millwright)	18.97	19.54	20.13
Apprentice Industrial Mechanic (Millwright) (After 60 days' service)	19.33	19.91	20.50
Apprentice Industrial Mechanic (Millwright) (After 120 days' service)	19.73	20.32	20.93
Greaser/Oiler	17.69	18.22	18.77
Building Service Person	17.69	18.22	18.77

** Apprentice Engineer - rate(s) to be established if classification becomes implemented.

A.02 1) Employees Hired Temporary or Part-time During Period of September 1st to April 30th - to be paid 90% of the starting rate

	<u>June 2</u> <u>2005</u>	<u>June 2</u> <u>2006</u>	<u>June 2</u> <u>2007</u>
Starting Rate	15.88	16.36	16.85

Hire rate for probationary employees to be 90% of the start rate.

Regular employees will receive 95% of the start rate after successfully completing the four (4) months' probationary period.

Regular employees will receive 100% of their job classification rate after twelve (12) months of seniority.

A.02 2) Employees Hired Temporary or Part-time During Period of May 1st to August 30th of a Year

Employee Hired Rate - 75% of the starting rate as outlined above in A.02 1)

A.03 LEAD HAND

The Company has the right to appoint Lead Hands and to remove them. The Lead Hand may work the hours required by the Company in the absence of the Department Supervisor.

Lead Hands will be paid a minimum of thirty-five cents (\$.35) per hour over his regular wage rate for all hours worked performing the duties as designated by the Company, including any training.

Effective the first week after August 11, 2002, Production Lead Hands will be paid an established Lead Hand rate of fifty cents (50¢) per hour on the highest production rate.

Maintenance Lead Hands will be paid an established Lead Hand rate of fifty cents (50¢) per hour on the highest maintenance rate.

Quality Assurance employees will be paid an established Quality Assurance rate of forty cents (40¢) per hour on the highest production rate.

Please Note: any Lead Hands currently receiving more than the above Lead Hand premium shall be “grandfathered” for the term of this Collective Agreement.

The hours associated with the set up and take down of a shift shall be awarded on the basis of department seniority. The Lead Hand may also work the same hours as the set up and take down person, provided he does not displace that person.

If a senior employee is offered but refuses the set up and take down hours, that person has waived any right to preference by seniority for a period of one (1) year, and the employee who is given the hours cannot be bumped by a more senior employee for a period of one (1) year.

If the person who is successful in the posting for the set up and take down hours wishes to give it up it will be reposted as per the Collective Agreement.

A.04

KNIFE PREMIUM

Employees required to use a knife/gizzard skinner to perform their duties shall be paid a premium of ten cents (10¢) per hour. Employees in the Further Processing Department or employees using the Gizaard/Skinner equipment or performing the Gizzard Skinner job will receive a premium of ten cents (10¢) per hour.

LETTER OF UNDERSTANDING#1

BETWEEN: P & H FOODS, HANOVER, ONTARIO

-and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: Article 7.01

The Company will continue its current practice of considering the needs of individual employees in conjunction with the needs of the Employer when staffing overtime in conjunction with the overtime clauses of the contract. The employee will make the effort to work the overtime.

DATED AT Hanover THIS ____ DAY OF _____, 20__.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF UNDERSTANDING#2

BETWEEN: P & H FOODS, HANOVER, ONTARIO

-and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: Reduced Hours per Clause 10.06

The Union and the Company agree that during a period of reduced hours, not to exceed two (2) days in a calendarweek a seniority department experiencing reduced hours of work shall have no right to do any work outside such department until a maximum period of two (2) days has lapsed, at which time Clause 10.07 a) will prevail subject to 10.05, 10.07 b) and c).

DATED AT Hanover THIS ____ DAY OF _____, 20__.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF RST #3

**BETWEEN: P & H FOODS, HANOVER, ONTARIO
-and-
UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: Temporary Assignments and Overtime

Notwithstanding Articles 10.05 and 10.06, any hours less than eight (8) hours will be identified as reduced hours as per Article 10.06.

Regular employees temporarily assigned to another department for that day, in accordance with this Letter of Understanding #3, will remain in that Department for eight (8) hours or conclusion of the shift, whichever occurs first.

Any overtime beyond eight (8) hours will be offered according to Plant seniority that is signed on the Daily Reduced Hours and Overtime list.

Employees who return to work extra hours will be paid time and one-half (1 1/2) their regular hourly rate for all hours worked in that Department where the overtime premium commences upon completion of that shift.

The requirement to pay overtime to an employee returning to work to fill an overtime position will not become effective until that employee has worked eight (8) hours, if the reason the employee had reduced hours was due to his leaving work for any reason other than the Company had no work for the employee at the time the hours in the Department the employee was working were reduced.

For the purpose of this provision, the requirement by the Company to recall workers to fill overtime positions will not extend beyond the Daily Reduced Hours and Overtime list which will be posted daily.

DATED AT Hanover THIS ____ DAY OF _____, 20__.

UNITED FOOD & COMMERCIAL

WORKERS CANADA, Local 175

P & H FOODS

LETTER OF UNDERSTANDING#4

BETWEEN: P & H FOODS, HANOVER, ONTARIO

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: Live Re-Hang

The Company agrees to schedule the start of Live Re-Hang after breaks in a manner consistent with Article 7.05, paragraphs 3 and 4.

DATED AT Hanover THIS ____ DAY OF _____, 20____.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF UNDERSTANDING #5

BETWEEN: P & H FOODS, HANOVER, ONTARIO

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: Training

Employees training or participating in Company-sponsored courses shall not be bound to the terms of Articles 10.05, 10.06 (a) and (b), provided such training or course was prearranged in writing at least one (1) calendar week in advance. This will apply to the employees presently doing the work.

DATED AT Hanover THIS ____ DAY OF _____, 20__.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF UNDERSTANDING#6

BETWEEN: P & H FOODS, HANOVER, ONTARIO

-and-

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: Recall From Reduced Hours and voluntary Overtime List

The Reduced Hours and Overtime list will be followed on the basis of seniority and ability to fill overtime positions without reference to the Plant-wide seniority or Department seniority list and only after the provisions of Article 10.05 allowing overtime to be performed by those having seniority in the Department where overtime is to be worked.

DATED AT Hanover THIS ____ DAY OF _____, 20__.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF UNDERSTANDING#7

BETWEEN: P & H FOODS, HANOVER, ONTARIO

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: Available to Work/Reduced Hours and Overtime List

The Company agrees to continue the practice of allowing employees who sign the Available to Work/Reduced Hours and Overtime List to indicate their preference for a particular Department. To the extent they can be accommodated, they will be assigned according to Plant Seniority providing they are qualified to perform the work required.

If there still remains an insufficient number of employees to work the overtime, the remainder of those employees on the List will be assigned to where they are needed at the sole and complete discretion of the Company. Furthermore, if the efficient operation of the Plant is adversely affected, then this practice will be discontinued and article 10.05 will prevail.

DATED AT Hanover THIS ____ DAY OF _____, 20__

**UNITED FOOD & COMMERCIAL
WORKERS CANADA. LOCAL 175**

P & H FOODS

LETTER OF UNDERSTANDING#8

BETWEEN: P & H FOODS, HANOVER, ONTARIO

-and-

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: Banking paid holidays

In addition to the choices under Article 8.03, the Company agrees to continue the practice of allowing employees to bank a paid holiday, which may be used if calling in sick to cover for that sick day, providing, however, that the banked holiday shall not be counted as forming any part of the waiting period for a sickness and accident claim under Article 19.04. Nor shall it be used for either the working day preceding or following a paid holiday.

DATED AT Hanover THIS ____ DAY OF _____, 20__.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF UNDERSTANDING#9**BETWEEN: P & H FOODS, HANOVER, ONTARIO****-and-****UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175****Re: Twelve (12) hour shifts:**

The Company agrees to maintain a twelve (12) hour seven (7) day continuous operation shift schedule on a trial period basis for those employees in the Engineering Department who work such shifts, providing that maintaining the schedule does not increase the Company's cost of operation.

However, the Company also reserves the right at its sole and complete discretion to cancel this twelve (12) hour shift arrangement at any time upon thirty (30) calendar days' notice, unless business conditions are such that a lesser notice period is required.

The hours of work shall be as scheduled by the Company and a shift premium of **sixty cents (\$.60) per hour, effective date of ratification**, will be paid for all hours worked from 7:00 p.m. to 7:00 a.m. Overtime will be paid at the rate of double time (2X) for all hours worked in excess of twelve (12) hours on any one shift, and for all shifts worked which are in addition to and consecutive with the normal twelve (12) hour shift schedule.

Upon converting to a new schedule, no premium or overtime shall be paid to any employee by reason of transferring from one standard work week to another work week or vice versa.

Holiday pay will be paid at the rate of eight (8) hours' pay at the employee's straight time hourly rate if he does not work on the day on which the holiday falls, However, if as a part of his regular scheduling, an employee works on that day, he will be paid thirty-two (32) hours' pay at his straight time hourly rate.

Bereavement and Jury Duty will be paid based on the twelve (12) hour shift providing he is otherwise eligible for same. Sickness and Accident will be paid as per Article 19, providing he is otherwise eligible.

An employee's vacation week will commence at the end of his last regular shift immediately preceding the start of his vacation, and he will return to work at the start of the first full shift immediately following his vacation. Vacations may not be taken in daily increments.

If an employee is to be laid off, he may choose instead to use up any vacation in excess of two (2) weeks up to the maximum of his vacation entitlement.

Forty (40) hours of time off will constitute one (1) week's vacation, paid at the applicable percentage outlined in Article 9.02. For example, an employee eligible for a total of six (6) weeks' vacation will be entitled to a total of 240 hours or 20 shifts of time off in that vacation year.

The allocation of vacation dates will be governed by Article 9.06.

DATED AT Hanover THIS ____ DAY OF _____, 20____.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF UNDERSTANDING #10**BETWEEN: P & H FOODS, HANOVER, ONTARIO****-and-****UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175****Re: Second Shift**

Employees shall be known as either a first shift or a second shift employee (excluding Sanitation and Maintenance), and shall not have any right to work any of the hours of the other shift. Employees on either shift will remain on that shift unless they apply for and receive a posting for the other shift, or if they are laid off from either shift and exercise a bump.

However, employees may be selected by seniority to work on the other shift from the reduced hours and daily overtime lists as posted on each shift.

If there still is an insufficient number of employees, then the Company shall have the right to assign employees on a reverse plant seniority basis, providing the employee is qualified to perform the work required.

A reduction of all or part of the shift will be as follows:

- 1) By department seniority the most junior employees will be removed, providing the remaining employees are qualified to perform the work required.
- 2) Those removed may exercise their department seniority to bump the most junior employee within the same department on the first shift, providing they are qualified to perform the work required.
- 3) Failing being able to bump into the same department on the first shift, employees may exercise their plant seniority to bump the most junior employee in the plant, providing they are qualified to perform the work required.

- 4) As per Article 10.07, separate seniority lists will be maintained between the Further Processing and Specialty Departments, and the other departments.
- 5) During a period of reduced hours Letter of Understanding#2 will prevail.

The second shift employees will receive additional compensation of **sixty cents (60¢)** per hour for each hour so worked.

The hours of the first shift will be scheduled to start approximately between the hours of 5:45 a.m. and 9:00 a.m. and the hours of the second shift will be scheduled to start approximately between the hours of 2:45 p.m. and 6:00 p.m. There will be a one-half (½) hour lunch period on the second shift.

DATED AT Hanover THIS ____ DAY OF _____, 20____.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF UNDERSTANDING #11

BETWEEN: P & H FOODS, HANOVER, ONTARIO

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: TAP Program

As a result of an employee's conviction in the Courts, the Company agrees to cooperate with the Courts and recognize a Temporary Absence Program.

The employee must present proof from the Court certifying the terms and duration of the sentence. He must also be able to fulfill all the terms and conditions of the Collective Bargaining Agreement.

DATED AT Hanover THIS ____ DAY OF _____, 20____.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF UNDERSTANDING #12

BETWEEN: P & H FOODS, HANOVER, ONTARIO

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: Maintenance or Engineering Contracting Out

The Company prefers to have the Maintenance or Engineering work done by its own Maintenance or Engineering employees, although, at times, it is necessary to have work done by outside contractors. The relevant factors which the company will consider before contracting out the work will be as follows:

Availability of the required skills, duration and frequency of the job, urgency of the job, cost and availability of equipment.

DATED AT Hanover THIS ____ DAY OF _____, 20____.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF JD #13

BETWEEN: P & H FOODS, HANOVER, ONTARIO

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: Apprenticeship Program for Maintenance and Engineering

The Company agrees to meet with the Union to establish the terms and conditions of an Apprenticeship Program within one month of the date of ratification.

DATED AT Hanover THIS ____ DAY OF _____, 20__.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

P & H FOODS

LETTER OF UNDERSTANDING #14

BETWEEN: P & H FOODS, HANOVER, ONTARIO

-and-

UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175

Re: Time Limits

Neither party shall raise or proceed with a timeliness issue argument regarding “filing for arbitration” without having notified the other party of its final position on any given grievance in writing.

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 doing.

DATED AT Hanover THIS ____ DAY OF _____, 20__.

UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175

P & H FOODS

LETTER OF UNDERSTANDING #15

BETWEEN: P & H FOODS, HANOVER, ONTARIO

-and-

UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175

Re: Pay Equity

The Union and the Employer agree to form a representative committee to work towards a Pay Equity Plan or updating its current Plan. This committee to have a total of 6 representatives - 3 from the Company and 3 from the Union.

The Employer agrees to cover the lost time wage for a maximum of 3 representatives from the Union involved in the Pay Equity Plan process.

The Company agrees to post the Pay Equity Plan in accordance with the Pay Equity Act.

DATED AT Hanover THIS ____ DAY OF _____, 20__.

UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175

P & H FOODS

LETTER OF UNDERSTANDING #16

BETWEEN: P & H FOODS, HANOVER, ONTARIO

- and -

UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175

Re: UFCW Charity Fund

The Employer shall deduct from the weekly earnings of each employee, upon written authorization from each employee, twenty five cents (\$.25) per week and shall, together with a detailed list of names, Social Insurance Numbers and amount deducted, remit same by cheques payable to the UFCW Chanty Fund before the fifteenth (15th) day of the following month.

Receipt for the total amount deducted per employee in the calendar year will be provided by the Union on or before February 28th of each year, or noted by the Employer on the employee's T4 slip.

DATED AT Hanover THIS ____ DAY OF _____, 20__.

UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 175

P & H FOODS

EXHIBIT "A"

P & H FOODS
ACCEPTABLE MEDICAL EVIDENCE FORM

AUTHORIZATION

I hereby authorize my attending physician(s) to provide P & H Foods or its insurance company with any additional medical information in connection with this claim.

(Employee's signature)

NAME: _____ is under my care. The nature of his/her illness/ accident is as follows: _____

The illness/accident began on : _____
(day) (month) (year)

The treatment began on _____
(day) (month) (year)

Does the nature of his/her illness/accident prevent the employee from carrying out the essential duties of his/her job: _____
(yes) (no)

If yes, what are the physical restrictions?: _____

THE ESTIMATED DATE OF RETURN TO WORK IS:

(Day) (Month) (Year)

Was the person: Hospitalized _____ Outpatient: _____

(Physician's Signature) Date: _____

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