



AGREEMENT

between

J.M. SCHNEIDER INC.

and

THE SCHNEIDER
EMPLOYEES ASSOCIATION

KITCHENER-ONTARIO
JUNE 1, 1996- MAY 31, 1999

Table of Contents

Page No.

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION	1
(2.1) Bargaining Agent	1
(2.2) Transfer of Operations	1
ARTICLE 3 - ASSOCIATION SECURITY	1
(3.1) Membership	1
(3.2) Part-Time Employees	2
(3.3) Student Employees	2
(3.4) Payment of Dues	3
(3.5) Contracting Out	3
(3.6) Foremen Working	4
(3.7) Officers and Stewards of the Association	4
ARTICLE 4 - MANAGEMENT RIGHTS	4
ARTICLE 5 - DISCRIMINATION	5
ARTICLE 6 - GRIEVANCE PROCEDURE	5
(6.1) Grievance Committee	5
(6.2) Substitution of Members	5
(6.3) Initiation Time of Grievance	5
(6.4) Time Limits.....	5
(6.5) Grievance Steps 1 - 3	5
(6.6) Company Grievance	6
(6.7) Association Grievance	7
(6.8) Request for Arbitration	7
ARTICLE 7 - ARBITRATION	7
(7.1) Arbitrable Matters	7
(7.2) Appointment of Arbitrators	7
(7.3) Decision of the Board	8
(7.4) Power of the Board	7
(7.5) Expenses of Arbitration	7
(7.6) Time Limits	7

ARTICLE 8 - DISCIPLINE, SUSPENSION

OR DISCHARGE	8
(8.1) Discipline, Suspension or Discharge for Just Cause	9
(8.2) S.E.A. Notification	9
(8.3) Unjust Discipline, Suspension or Discharge	9
(8.4) Disciplinary Notification	10

ARTICLE 9 - RATES OF PAY 11

(9.1) Wage Rates	11
(9.2) Two (2) Job Rates	12
(9.3) Rates on Temporary Transfer	12
(9.4) Rates on Permanent Transfer	13
(9.5) Rates Changes in Method of Production	13
(9.6) Probationary Rates	14
(9.7) Job Bracket Values	14
(9.8) Work Measurement and Job Standards	14
(9.9) Job Standards Disputes	15
(9.10) S.E.A. Notification	15

ARTICLE 10 - HOURS OF WORK,**OVERTIME AND PREMIUMS** 16

(10.1) Regular Work Week	16
(10.2) Changes to Weekly Schedule	16
(10.3) Changes to Daily Start Time	17
(10.4) Daily Overtime	17
(10.5) Sixth Shift and Unscheduled Saturday..	18
(10.6) Seventh Shift and Unscheduled Sunday..	18
(10.7) Work Performed on Statutory Holiday	19
(10.8) No Accumulation of Premiums	19
(10.9) Off-Shift Premium..	19
(10.10) Freezer Premium	19

ARTICLE 11 - GUARANTEES AND CALL-INS.. 19

(11.1) Minimum Week	19
(11.2) Statutory Holiday in Minimum Week	20
(11.3) Exclusions to Minimum Week	20
(11.4) Reporting Minimum - Normal Shift	20
(11.5) Reporting Minimum - 6th or 7th Shift, Saturday, Sunday and Statutory Holiday	21

(11.6)	Call-In	21
(11.7)	Compensable Accident	21
(11.8)	Meeting Outside of Shift	22
ARTICLE 12 - REST PERIODS AND MEALS		22
(12.1)	Straight Eight Hour Shift	22
(12.2)	Sixth, Seventh or Statutory Holiday	23
	Shift and Emergency Call-Ins	23
(12.3)	Free Meal Allowance	23
(12.4)	Out-of-Town Meals	23
(12.5)	Washroom Breaks	24
ARTICLE 13 - STATUTORY HOLIDAYS		24
(13.1)	Designated Statutory Holidays	24
(13.2)	Night or Shift Workers	26
(13.3)	Part-Time Workers	26
(13.4)	Qualifications for Pay	26
(13.5)	Premiums for Statutory Holiday Worked . . .	27
(13.6)	Statutory Holiday in Vacation	27
(13.7)	Exclusions	27
ARTICLE 14 - BEREAVEMENT		27
ARTICLE 15 - JURY DUTY		28
ARTICLE 16 - SENIORITY		29
(16.1)	Probationary Period	29
(16.2)	Plant Seniority	29
(16.3)	Seniority on Transfer	30
(16.4)	Part-Time Transferred to Full-Time	30
(16.5)	S.E.A. Stewards and Executive Officers	31
(16.6)	Job Ownership Protection due to Accident or Illness	31
(16.7)	Discharge, Voluntary Termination, or Layoff	32
(16.8)	Leave of Absence	32
(16.9)	Provisions for Trainees	33
(16.10)	S.E.A. Education	34

ARTICLE 17 - S T A F F I N G 34

(17.1) **Temporary Transfers (Other than**
Weekly Staffing, Article 17.2) 34

(17.2) **Weekly Staffing** 35

A) **Temporary Transfer When No**
Employees are Laid - O f f 35

B) **Procedure When Employees**
Are Laid-Off 35

(17.3) **Order Of Recall** 37

(17.4) **Staffing Information S h e e t** 38

(17.5) **Benefits on Layoff** 38

(17.6) **Plant or Process (Department) Closing** 38

(17.7) **Job Elimination/Combination**
Bumping Procedures 39

Job Elimination: 39

Job Combination Procedure: 39

Bumping Procedure: 40

Rates Of Pay: 42

Job Transfers: 43

ARTICLE 18 - PROGRESSION 43

(18.1) **Job Progression** 43

(18.2) **Process Job Vacancies** 43

(18.3) **Plant-Wide Postings** 46

(18.4) **Job Vacancy Definition** 47

(18.5) **Leadhands** 48

(18.6) **Exclusions** 48

ARTICLE 19 - VACATIONS 48

(19.1) **Vacation Year** 48

(19.2) **Length of Service** 48

(19.3) **Vacation Schedule** 48

(19.4) **Completion of Required Service** 49

(19.5) **Advance Vacation** 49

(19.6) **Vacation Pay** 50

(19.7) **Choice of Vacation** 51

(19.8) **Statutory Holiday in Vacation Week** 52

(19.9) **No Accumulation** 52

(19.10) **Rescheduled Vacations** 52

ARTICLE 20 - RETIREMENT	53
(20.1) Normal Retirement	53
(20.2) Optional Early Retirement	53
(20.3) Canada Pension Plan	54
(20.4) Company Pension Plan	54
(20.5) Company Pension Plan Contributions	54
(20.6) Company Pension Plan Benefits	54
(20.7) Pension Advisory Committee	55
(20.8) In The Event Of Sale	57
ARTICLE 21 - SAFETY HEALTH AND SANITATION	57
ARTICLE 22 - WELFARE PLANS..	59
(22.1) Eligibility	59
(22.2) Extended Health Insurance Plan	60
(22.3) Dental Care	60
(22.4) Life Insurance	61
(22.5) Weekly Indemnity	61
Definition Of Accident Re Weekly 41 Indemnity Benefits	62
(22.6) Long Term Disability Insurance	63
(22.7) Claim Eligibility	65
(22.8) E.I.C. Premium Reduction	66
ARTICLE 23 - CLOTHING AND PERSONAL EQUIPMENT	66
(23.1) New Employees	66
(23.2) Replacement and Additional Clothing	66
(23.3) Transferred Employees	67
(23.4) Laundering	67
(23.5) Maintenance Mechanic's Tools	67
(23.6) Garage Mechanic's Tools	67
ARTICLE 24 - BULLETIN BOARD	67
ARTICLE 25 - GOVERNMENT REGULATIONS	67
ARTICLE 26 - COMMENCEMENT AND DURATION OF AGREEMENT	68
(26.1) Effective Dates	68
(26.2) No Strike or Lockout	68

ARTICLE 27 - Letters of Agreement	68
Letter Of Agreement #1- Changes in Working Conditions	69
Letter Of Agreement #2 - Protected Jobs	70
Letter Of Agreement #3 - Contracting Out	71
Letter Of Agreement #4 - Rehabilitative/ Modified Work Program	72
Letter Of Agreement #5 - Changes in Operation	76
Letter Of Agreement #6 - Apprenticeship Program	77
Letter Of Agreement #7 - Maintenance Department Rotating Shifts	78
Letter Of Agreement #8 - Stationary Engineer Shift Schedule.....	80
Letter Of Agreement #9- Shifts Structure	82
Letter Of Agreement #10 - Utilizing Employees to Minimize Layoff.....	83
Letter Of Agreement #11 - Overtime Work - 59 Definition	84
Letter Of Agreement #12 - Continuous Improvement Program	85
Letter Of Agreement #13 - Association Industrial Engineers	86
Letter Of Agreement #14 - Part-Time Shifts	87
Letter Of Agreement #15 - Negotiated Hours of Pay for Association Business	89
Letter Of Agreement #16 - Definition of a Spare	91
Letter Of Agreement #17- Training on Layoff	92
Letter Of Agreement #18 - Coffee Policy	93
Letter Of Agreement #19 - S.E.A. Executive Officers Temporary Job Posting.....	94

THIS AGREEMENT

ENTERED INTO AS OF THE NINTH DAY OF
AUGUST. 1996

MADE BY AND BETWEEN:

J.M. SCHNEIDER INC.

hereinafter referred to as the Company

and

SCHNEIDER EMPLOYEES' ASSOCIATION

hereinafter referred to as the Association

ARTICLE 1 - PURPOSE

It is the **purpose of this agreement to maintain and promote** harmonious relations between the Company and the Association and the employees who are represented by the Association and to provide the negotiated terms and conditions of employment of such employees. Both parties agree that their mutual interest lies in friendly co-operation to promote the mutual interest and welfare of both the Company and such employees.

ARTICLE 2 -RECOGNITION

(2.1) Bargaining Agent

The Company recognizes the Association, which is certified by the Labour Relations Board of Ontario, as the sole and exclusive bargaining agent for all employees at Kitchener, save and except **foremen**, persons above the rank of **foremen**, Office Staff, and Sales Staff.

Where the term Association is used, it shall mean the Executive Officer of the Association.

(2.2) Transfer of Operations

The Company agrees that if the existing operations covered by this agreement or part of it are moved or transferred to another facility operated by J.M. Schneider Inc., outside the bargaining unit, affected full time employees shall have the first opportunity to transfer without loss of seniority and service, subject to the provisions of any collective agreement in place at such facility.

ARTICLE 3 -ASSOCIATION SECURITY

(3.1) Membership

All employees covered by this agreement shall be required on or before the first work day of actual employment, to become members of the Association and sign a dues deduction authorization form. On the first day of employment a new employee will be introduced to his Union steward by the process **foremen**.

(3.2) Part-Time Employees

Part-time employees may be employed as per Article 10.1c)

Part-time employees are not entitled to the following provisions of the Collective Agreement:

- a) Article 9.8 and 9.9
- b) Article 10.2 to 10.7 inclusive
- c) Article 11.1 to 11.3, 11.5 and 11.6
- d) Article 12.2, 12.3 and 12.4
- e) Article **17.5** (except Life Insurance)
- f) Article 18.0
- g) Article **22.2, 22.3, and 22.6**
- h) Letters of Understanding, except #1, #2, #5, and #14

(3.3) Student Employees

The Company may hire student employees by process for the **last two (2) full weeks of April to September 15 each year.** Student employees will not acquire seniority rights or recall rights and may be terminated by the Company at any time. Students will be entitled to work the same number of regular hours as full-time employees in their respective process. Student employees will be paid accordingly to Article 9.1 and are eligible for process overtime only after all qualified full-time employees in the process have been offered the opportunity to work.

Student employees will become members of the S.E.A. and are not entitled to the following provisions of the Collective Agreement.

- Article 7
- Article 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9
- Article 10.2, 10.3
- Article 11.1, 11.2, 11.5, 11.6
- Article 13.1 (individual holiday), 13.3, 13.6
- Article 14.0
- Article 15.0
- Article 16.0
- Article **17.3, 17.7, 17.8**

Article 18.1, 18.2, 18.3
Article 19.1, 19.2, 19.3, 19.4, 19.5,
19.6 a,b,c,d, 19.7, 19.8, 19.9
Article 20
Article 22

(3.4) Payment of Dues

The Company agrees that it shall deduct from the pay of each employee the dues of the Association as determined by it from time to time, in accordance with the constitution of the Association. Such deductions from pay shall be remitted every week by the Company to the Treasurer of the Association in the week following such deduction.

(3.5) Contracting Out

The Company prefers to have the work done by its 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.

Any job that the Company feels may be contracted out will be discussed with the Association before a decision is made. The Company agrees that it will deal fairly and honestly with any decision to contract out.

The word "prefers" as used in this article, means the Company's first choice is to utilize its own employees.

The Company agrees to utilize the present 'outside contractor's form' unless agreed by the Company and the Association to change the form.

Any changes in installations or truck routes presently covered by bargaining unit employees will be discussed in advance with the Association.

(3.6) Foremen Working

Foremen shall not do any bargaining unit work except for training or in cases of emergency.

Foremen shall not perform any overtime work normally done by a bargaining unit member unless there is no bargaining unit member available or qualified to do the job.

(3.7) Officers and Stewards of the Association

The Company recognizes that Stewards of the Association are required from time to time to investigate and process grievances or discuss with supervision other matters affecting employees.

When it becomes necessary for a Steward to leave his job to attend to these matters they will give supervision as much advance notice as possible, at which time supervision will make arrangements for the Steward to be relieved within one hour after receiving such request.

The Association agrees it will exercise its rights in a manner consistent with the provisions of this collective agreement.

ARTICLE 4 MANAGEMENT RIGHTS

The management of the plant and the direction of the working force are vested exclusively with the Company. The Company retains the sole right to hire; discipline; discharge for just cause; layoff; assign duties, promote and transfer employees; and to determine the starting and quitting time and the number of hours to be worked; to determine the product to be handled, produced or manufactured; the schedules of production and the methods, processes and means of production or handling subject only to the restrictions and regulations governing the exercise of these rights are expressly provided in this contract.

The Company agrees it will exercise its management rights in a manner consistent with the provisions of the collective agreement.

ARTICLE 5 - DISCRIMINATION

The employer and the Association shall not discriminate against an employee because of membership or activity in the union or the exercise of his lawful rights, or with respect to terms or conditions of employment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap.

ARTICLE 6 - GRIEVANCE PROCEDURE

(6.1) Grievance Committee

The Association shall establish a grievance committee of not less than three (3) or more than five (5) and the Company shall be kept informed of the personnel of such committee. Each party is responsible for arranging for their representatives to attend the third step of the grievance procedure.

(6.2) Substitution of Members

In the event of the absence of any members of Management or the Association, substitution may be made by members of equal rank on either side.

(6.3) Initiation Time of Grievance

A grievance will not be considered by the Company or the Association, unless grievance procedure is initiated within seven (7) full working days of the event on which the grievance is based.

(6.4) Time Limits

Time limits imposed in this article shall apply equally to the Company and the Association but may be extended by mutual agreement. Working days, as referred to in this article, shall not include Saturdays, Sundays or Statutory Holidays.

(6.5) Grievance Steps 1 - 3

Should any differences arise as to the interpretation, application or non-application of the provisions of this agreement, an earnest effort will be made to settle the same in the following manner.

FIRST: There will be a discussion between the aggrieved employee, the process steward, and the appropriate management **representative** of the process involved. This step of the procedure to be processed and a decision rendered by the **foremen** within three (3) full working days.

SECOND: If a settlement is still not reached, the grievance shall be presented in writing to the Employee Relations Advisor (or **designate**), who shall then convene a meeting consisting of the appropriate management representatives, the process steward, the grievor and the Chief Steward of the shift. The Chief Steward will be notified 48 hours prior to the meeting. This step of the procedure is to be processed within five (5) full working days and a decision rendered in writing within another five (5) full working days.

THIRD: If a settlement is still not reached, the grievance shall be presented within five (5) full working days of the decision under the second step to the Manager of Employee Relations (or **designate**), who shall then convene a meeting consisting of the appropriate management representatives **which shall include the Operations Manager, or National Distribution Manager or Engineering Operations Manager, whichever is appropriate, the Vice-President** of the Association and/or members of the Grievance Committee and the grievor. This step of the procedure to be processed and a written decision rendered within five (5) full working days.

(6.6) Company Grievance

The Company has the right to present a grievance against the Association, its officers, its members in the bargaining unit or other representatives for failure to comply with the terms of this agreement. Any grievance presented by the Company shall be in writing to the Secretary of the Association and shall be entered at the third step of the Grievance procedure.

(6.7) Association Grievance

The Association has the right to present a grievance against the Company for alleged violations of this agreement, provided that such grievance could not be filed under the terms of this agreement by an individual employee and provided that the interest of the Association, or the interest of the members of a department, or the members of a group of departments in an area, is affected. Any grievance presented by the Association shall be in writing to the Manager of Employee Relations, and entered at the third step of the grievance procedure.

(6.8) Request for Arbitration

If an amicable settlement is not arrived at through the foregoing procedure, the matter in dispute shall be referred to arbitration. The request for arbitration must be made within five (5) full working days of the completion of the third step of the grievance procedure referred to in this article.

ARTICLE 7 - ARBITRATION

(7.1) Arbitrable Matters

Both parties to this agreement agree that any dispute or grievance concerning the interpretation, application, or alleged violation of this agreement, which has been properly carried through the appropriate steps of the grievance procedure outlined in Article 6, and which has not been settled, or any dispute as to whether a matter is arbitrable, will be referred to a Board of Arbitration at the written request of either of the parties.

(7.2) Appointment of Arbitrators

The Board of Arbitration will be composed of one person, appointed by the Company; one person appointed by the Association; and a third person to act as chairperson chosen by the other two members of the Board. Each party will notify the other, in writing, of the name of its nominee within five (5) working days of the request by either party for a Board.

Should the person chosen by the Company and the person chosen by the Association fail to agree on a third person within ten (10) days of the notification mentioned above, the Minister of Labour of the Province of Ontario, will be asked to nominate a person to act as chairperson.

The Association or the Company shall have the right to refer any arbitrable matter to a single arbitrator. The selection of the single arbitrator shall be the subject of mutual agreement of the parties. In the event of a failure to agree upon a single arbitrator, the arbitrable matter shall then be referred to a three member board as provided above.

(7.3) Decision of the Board

The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties and upon any employee, concerned in, or affected by, the decision.

(7.4) Power of the Board

The Arbitrator, Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

(7.5) Expenses of Arbitration

Each of the parties to this agreement will bear the expenses of the nominee appointed by it to the Arbitration Board, and the parties will jointly bear the expense, if any, of the chairperson. In the case of the appointment of a single arbitrator, the parties will jointly bear the expense, if any.

(7.6) Time Limits

Time limits imposed in this article shall apply equally to the Company and the Association but shall be extended, by mutual agreement, and shall exclude Saturdays, Sundays, and Statutory

Holidays. Extensions of time limits shall be granted on request for just cause.

ARTICLE 8 - DISCIPLINE, **SUSPENSION** OR DISCHARGE

(8.1) Discipline, Suspension or Discharge for Just Cause

The Company reserves the right to discipline, suspend or discharge for just cause, including having or consuming intoxicants or unauthorized drugs on company property; theft, disorderly, immoral or indecent conduct; continued absence or irregular attendance; habitual lateness, loitering during working hours; smoking in prohibited areas; insubordination or refusal to do work assigned; wilful or deliberate violation of safety practices or plant rules, or for any offence that while not specifically listed, is considered to be detrimental to the welfare of this Company and its employees.

Employees must be informed of option to have, divisional steward or officer in attendance at discipline, suspension or discharge.

(8.2) S.E.A. Notification

The Association Secretary shall be notified immediately, in writing, of all suspensions and discharges.

(8.3) Unjust Discipline, Suspension or Discharge

Any employee who feels **they have** been unjustly disciplined, suspended or discharged shall have the right to appeal through the grievance procedure. Grievance dealing with discipline other than suspension or discharge shall be processed in accordance with Article 6.3 commencing at the first step. In the case of grievances dealing with suspension or discharge, the employee must notify the Grievance Committee within two (2) full working days after suspension or discharge and the Grievance Committee must present the matter in writing to management involved or his delegate, within two (2) full working days after receiving notification from the suspended or discharged employee and

the same shall be entered at the third step of the grievance procedure. A probationary employee's appeal shall be limited to the third step of the grievance procedure. If, upon review by management, it is found that an employee has been unfairly or unjustly suspended or discharged, **they** shall be awarded whatever lesser discipline is appropriate, or if circumstances warrant, **they** shall be reinstated and recompensed for loss of earnings resulting from such unfair or unjust suspension or discharge.

Employees discharged or suspended may not remain in the plant after their discharge or suspension. The only time they may return is to attend a grievance hearing under this clause.

(8.4) Disciplinary Notification

The Company will remove references to disciplinary action from the employee's record as follows: written warning after a twenty-four (24) month period; reprimand or suspension after a thirty-six (36) month period provided however, there has been no further disciplinary action taken against the employee during the applicable period referred to above.

Exceptions to the above include reprimands or suspensions for the following serious offenses; illegal strike, slowdown, work stoppage, insubordination or fighting.

ARTICLE 9 - RATES OF PAY

(9.1) Wage Rates

The starting rate for full-time employees will be 75% of the base rate. Automatic increases of 1/5 of the difference between the hiring rate and the base rate will be granted on the completion of six (6), eighteen (18), twenty-four (24), thirty-six (36) and forty-eight (48) months service.

Cafeteria - New full-time employees will start at the rates indicated in the rate schedule and will receive automatic increases at 1/5 of the difference between the hiring rate and the base rate upon

completion of ten (10), twenty (20), thirty (30), forty (40) and fifty (50) weeks of service.

NOTE: For the purpose of the rate progression scale, a full-time employee will receive credit for one day's service when **they** complete a minimum of four (4) regular hours work in a day.

NOTE: For the purpose of the rate progression scale, an employee's service will be calculated from **their** original hire date. An employee will receive the rate adjustment upon attainment of the service criteria provided **they have** accumulated during such period, the required regular worked hours as listed below.

6 months	520 hours
18 months	1560 hours
24 months	2080 hours
36 months	3120 hours
48 months	4160 hours

If an employee has not worked the required regular number of hours during the service period, the rate will be adjusted at the beginning of the week following the attainment of such worked hours.

The base rate of pay for part-time employees will be calculated at 95% of the full-time base rate. Automatic increases of 1/5 of the difference between the starting rate and the base rate will be granted on the completion of six (6), eighteen (18), twenty-four (24), thirty-six (36) and forty-eight (48) months service.

NOTE: For the purposes of the rate progression scale, a part-time employee will receive credit for a week of service when they work **their** scheduled hours in any week.

RATE SCHEDULE

<u>Full-time Employees</u>	<u>Red Meat</u>	<u>Cafeteria</u>
June 1, 1996 - May 31, 1999		
Hire Rate	12.74	12.74
Base Rate	<i>base</i> 16.98	13.90
<u>Part-time Employees</u>	<u>Red Meat</u>	<u>Cafeteria</u>
June 1, 1996 - May 31, 1999		
Hire Rate	12.74	12.14
Base Rate	16.13	13.20
<u>Student Employees</u>	<u>Red Meat</u>	<u>Cafeteria</u>
June 1, 1996 - May 31, 1999	12.50	12.50

(9.2) Two (2) Job Rates

When an employee regularly performs two (2) or more jobs, they will receive the higher rate for eight (8) hours if the higher rated job exceeds one (1) hour.

(9.3) Rates on Temporary Transfer

Pay rates of qualified employees on temporary transfer to higher rated jobs shall be adjusted to the higher rate for

- all hours worked on the higher rated job if the higher rated job is performed for more than one (1) hour during the regular shift.
- all hours worked on the higher rated job during over-time, except for daily overtime that is scheduled for thirty (30) minutes or less
- all "higher rate time" will be rounded to the closest one half hour
- employees temporarily transferred to lower rated jobs at their request or on advice of their physician, will assume the rate of such job commencing the first full shift on the lower rated job.

(9.4) Rates on Permanent Transfer

An employee permanently transferred to another job will be paid their existing rate or the rate of the job to which they have **been** transferred whichever is the lesser. When qualified, or within three (3) months, **their** rate shall be adjusted to the prevailing job rate. On jobs requiring a high degree of skill, it may be mutually agreed between the Company and the Association, that a longer period is justified. Qualified as used above shall mean the ability to regularly perform the job without instruction or assistance.

(9.5) Rates - Changes in Method of Production

Where changes in method of production or new jobs are introduced (except maintenance and cafeteria), the Job Evaluation Committee, which consists of one representative from both the Company and the S.E.A. as well as an independent chairperson mutually agreed upon by the parties using the job description and the job evaluation system will set the rate of pay for the job. The Job Evaluation Committee shall determine whether a change in method of production is substantial enough to warrant a rate review. When a job is changed and a rate review is requested, only the portion of the job that is changed will be reviewed. Either the employee or supervision may request a rate review when a job is changed.

The new rate of pay established from the evaluation will be effective the date an acceptable degree of proficiency is attained by the incumbent. If a lower rate of pay has been established, the rate shall be adjusted two (2) calendar weeks from the commencement of the week following the date the rate was changed (or if the incumbent transfers to another job, whichever is earlier).

Should the rate of pay for a new or changed job remain in dispute after all relevant factors used in determination of the rate of pay have been examined, the employee may appeal in writing to the Job Evaluation Committee for a further review and must specify the basis for the appeal.

Decisions of the Job Evaluation Committee are final and binding and are not subject to the grievance or arbitration process.

The Job Evaluation Committee may recommend adjustments to the job evaluation system as it deems necessary to the labour/management committee and where the labour/management committee approves such changes they shall be implemented.

(9.6) Probationary Rates

New full-time and part-time employees will receive their job bracket value at the end of the (26) twenty-six weeks or whenever qualified, whichever ever comes first.

The hiring rate for Maintenance employees will be 5% below the rate of the job.

(9.7) Job Bracket Values

Increment of job bracket values will be \$.09

(9.8) Work Measurement and Job Standards

The following procedures will apply during all work studies performed by Company and Association representatives.

- a) Only qualified full-time employees with appropriate skills and ability will be studied for the purpose of establishing permanent work standards. Whenever possible, this will be an employee(s) who normally performs the work.
- b) A reasonable number of cycles and a majority of the total will be taken during a work study in order to ensure that all elements of the job(s) are included and to improve statistical accuracy.
- c) Start and stop times will be recorded along with the name of the individual studied.
- cl) All strike-outs on a time study must have a recorded reason.

(9.9) Job Standards Disputes

It is understood that the Company will make every effort to establish fair and accurate work standards and that employees and the Association will give every work standard a fair and just trial by working conscientiously against those standards.

If after the fair and just trial period, the Association is still not satisfied that an average qualified worker, working conscientiously can maintain a performance of 100%, a recheck study will be made by the Company when requested.

If the standard is still in dispute after the Company audit, a qualified member of the Association may conduct a study using established Company work measurement techniques.

Should the new job standard remain in dispute after a comparison of the Company and the Association studies, it may be introduced as a grievance starting at the second step of the grievance procedure.

It is further agreed that where the new job standard remains in dispute at the third step of the grievance procedure, the Company and the Association may, by mutual agreement, appoint a qualified independent industrial engineer to conduct a separate study. The expense of such study shall be shared by the Company and the Association.

(9.10) S.E.A. Notification

Subject to the provisions otherwise specified in this agreement, the Company agrees that the officers of the Association be provided with information regarding the pay rate and progress of any individual employee.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND PREMIUMS

(10.1) Regular Work Week

a) Full-time Employees

The regular work week for full-time employees shall consist of five (5) consecutive shifts, eight (8) hours per day, forty (40) hours per week, from Sunday at 10:00 p.m. to Saturday, inclusive except for Stationary Engineers and part-time employees.

The Company may propose to the Executive Officers of the S.E.A. consecutive shift schedules in excess of eight (8) hours per day. These schedules will be implemented only if the majority of the employees involved are in agreement. Should alternate work schedules be accepted discussion will take place between the Company and the S.E.A. Executive to amend, by mutual agreement, other Articles of the Collective Agreement as required such as overtime provisions etc.

b) Stationary Engineers

The regular work week for Stationary Engineers shall consist of five (5) shifts, Monday to Sunday inclusive. Two consecutive days in each work week are allowed off, except as provided for in Letter #8, and for all purposes, shall be considered 6th and 7th shifts, in that order.

c) Part-time employees

may be employed from Monday to Friday to a maximum of eight (8) hours per day or less, twenty-four (24) hours per week or less and in no event will they exceed five (5) shifts per week.

(10.2) Changes to Weekly Schedule

No individual employee's weekly schedule shall be changed without at least twenty-four (24) hours prior notice from the start time of his existing shift or, in the case of a group, seven (7) calendar days without the approval of the individual or group.

In the event it becomes necessary to change an individual employee's weekly schedule without at least twenty-four (24) hours prior notice from the start time of their existing shift, time and one-half will be paid for any work performed in the first shift of the new schedule.

In the event it becomes necessary to change the weekly schedule of a group without seven (7) calendar days' notice, time and one-half will be paid for any work performed within the balance of the seven (7) days on the new schedule.

The above shall not apply for the purpose of providing the weekly guarantee in the event of a layoff.

Provisions of this article shall apply to full-time employees only.

(10.3) Changes to Daily Start Time

Employees other than 'Traffic Department drivers required to report later than their regular start time without twenty-four (24) hours notice for an individual or seven (7) calendar days for a group, without the approval of the individual or group, will be paid one and one-half times their regular rate for hours worked beyond the regular quitting time.

Employees other than 'Traffic Department drivers required to report earlier than their regular start time without twenty-four (24) hours notice for an individual or seven (7) calendar days for a group, without the approval of the individual or group, will be paid one and one-half times their regular rate for hours worked prior to the regular start time. Where the term Traffic Department is used, it shall exclude 'donkey' drivers and employees of Inter Plant Department.

Provisions of this article shall apply to full-time employees only.

(10.4) Daily Overtime

One and one-half times the hourly rate will be paid for all hours in excess of eight (8) hours per shift, except those hours in excess of twelve (12) per regular shift will be paid at two (2) times the

regular hourly rate. Vacation hours will not be credited to hours worked in calculating daily overtime, if taken in a fashion that extends the employee's work day beyond the normal shift end.

An employee who volunteers to work overtime prior to their regular shift will be paid the overtime rate for those hours worked up to their regular start time and must work their regular shift thereafter.

When the overtime schedule is posted on the appropriate bulletin board in the first four (4) hours of the shift, any errors or omissions will be brought to the attention of the scheduler by the missed employee (excludes Maintenance). Failure to do so will nullify any right to the grievance procedure.

(10.5) Sixth Shift and Unscheduled Saturday

One and one-half times the hourly rate will be paid for the first eight (8) hours paid on the 6th shift and on Saturday. Two (2) times the regular hourly rate will be paid for hours in excess of eight (8). If during the week preceding the 6th shift or Saturday, the employee has been charged with an inexcused absence, they shall receive their regular rate to a maximum of eight (8) hours and time and one-half thereafter. This premium shall not apply to hours after midnight on Friday, which are part of the Friday shift.

(10.6) Seventh Shift and Unscheduled Sunday

Two (2) times the regular rate shall be paid for work performed on shifts in excess of six and Sunday. If during the week preceding the shifts in excess of six and Sunday, the employee has been charged with an inexcused absence, they shall receive one and one-half times the regular rate to a maximum of eight hours and two times the regular rate thereafter. The premium shall not apply to employees whose regular schedule starts on a Sunday night.

(10.7) Work Performed on Statutory Holiday
Two (2) times the regular hourly rate shall be paid for all work performed on a designated Statutory Holiday.

(10.8) No Accumulation of Premiums
There shall be no accumulating of overtime premiums for the same hours worked and/or paid for, but the highest overtime premium shall apply. This does not apply to Articles 10.2 or 10.3.

(10.9) Off-Shift Premium
An off-shift premium of fifty **(50)** cents per hour, shall be paid to shift workers whose regular work schedule starts between noon and midnight. Employees working on shifts beginning after twelve (12) midnight and before 7:00 a.m. shall receive the off-shift premium for all hours worked up to 7:00 a.m. This premium shall apply to workers who are receiving overtime pay for overtime worked.

(10.10) Freezer Premium
A freezer premium of twenty-five (25) cents per hour shall be paid to employees assigned to work in the freezer. A freezer shall be defined as a room or area of the plant that is constantly held at -4 C (25 F) or colder.

ARTICLE 11 - GUARANTEES AND CALL-INS

(11.1) Minimum Week
Hourly rated full-time employees who are scheduled to work and who are at work are guaranteed a weekly pay equal to thirty-seven (37) hours at their regular hourly rate. Should the lack of work be attributed to circumstances over which the Company has no control, excluding mechanical breakdown, this guarantee will be reduced by the number of hours lost.

Each hour of overtime worked during the minimum week will be credited as one hour against this guarantee, to a maximum of five (5) hours. Pay received for hours worked on the 6th and 7th shifts will not be included in this guarantee.

If **an** employee fails to avail **oneself** of the regular hours of work provided, the guaranteed minimum week shall be reduced by the difference between actual hours worked and the hours of work made available.

When a recall from layoff occurs other than at the beginning of the regular work week, the weekly guarantee will be reduced proportionately by those days that the employee was on layoff.

The Company agrees to not have any one day plant (321 Courtland and Borden) shut downs that will cause a reduction in the minimum week guarantee other than provided for in this Article.

(11.2) Statutory Holiday in Minimum Week

Statutory Holidays paid for during any week where the minimum guarantee is effective shall be considered as part of and included in the pay for the minimum week. Any hours worked on a Statutory Holiday shall be counted against this minimum week. Statutory Holidays falling on the 6th or 7th shifts will not be included as part of the minimum guaranteed week.

(11.3) Exclusions to Minimum Week

Provisions of items 11.1 and 11.2 shall not apply to part-time, probationary and student employees.

(11.4) Reporting Minimum - Normal Shift

Any employee who reports for **their normal** shift and is sent home before four (4) consecutive hours work have been completed shall be paid a minimum of four (4) hours pay at **their** regular rate. To qualify, the employee must be available and willing to accept such work as may be provided, providing that such work is made available during normal working hours. Should the lack of work be attributable to circumstance over which the Company has no control, excluding mechanical breakdown, this guarantee is waived and the employee will be paid only for the time worked.

- a) All student and part-time employees who have reported to **work will be paid two (2) hours pay at their rate.**

(11.5) Reporting Minimum - 6th or 7th Shift, Saturday, Sunday and Statutory Holiday

Employees who are scheduled and report on the 6th shift, 7th shift, Saturday, Sunday or Statutory Holiday will be guaranteed a minimum of six (6) hours at their regular rate.

(11.6) Call-In

Any employee who is requested to return to work after completing **their** regular daily shift and the work period is four (4) hours or less, it shall be paid at the appropriate overtime rate with a minimum equivalent of four (4) hours pay at the regular rate. If the hours worked exceed four (4), it will be considered as a second shift worked in that day and paid according to Article 10.3. An employee who has completed five (5) shifts in the week and is subsequently called into work shall be paid at the appropriate over-time rate with the minimum equivalent of six (6) hours pay at the regular rate. The call-in shall be through when the job for which an **employee** has been called in is completed or at the commencement of **their** regularly scheduled shift, whichever occurs first. Employees will be allowed to complete their regular schedule for the balance of that week. Hours worked on the 6th shift of that week will be included for the purpose of the guaranteed minimum week. Provisions of this paragraph shall not apply to part-time and student employees.

(11.7) Compensable Accident

Employees who are injured and lose pay as a result of a compensable accident during a shift, will receive an amount equal to their regular rate for the regularly scheduled shift to a maximum of eight (8) hours. However, if the employee has started into overtime, or if the overtime schedule at the shift end is normally and regularly worked by the employee, an amount equal to the scheduled overtime shall be paid to the injured employee. This is applicable to the 6th and 7th shifts and Statutory Holidays

provided the employee has actually commenced work on such shifts.

(11.8) Meeting Outside of Shift

When an employee is called in for a meeting outside the normal hours of work for the purpose of Continuous Improvement program the appropriate overtime rate will be paid for time spent at the meeting with a minimum of two (2) hours at regular rate. Attendance will be on a voluntary basis for such meetings.

ARTICLE 12 - REST PERIODS AND MEALS

(12.1) Straight Eight Hour Shift

Employees who are working on a straight eight hour shift basis, including those who eat their meal on the job, shall receive a paid ten (10) minute rest period and a paid twenty (20) minute lunch period in each shift. If the work period is five (5) hours or less, the employee shall only qualify for the rest period or lunch period whichever normally comes first but not both.

Deviations from the normally scheduled rest periods and lunch breaks shall not exceed one (1) hour.

Employees shall qualify for a one-half hour paid meal break and a free meal allowance, if scheduled to work overtime in excess of one hour. Employees who qualify for a free meal allowance and take their one-half hour paid meal break will not punch out until the work period has been completed or unless other arrangements are authorized by the **foremen. The paid time for free meal allowance on overtime will not be counted as time worked in calculating when an employee qualifies for any additional rest periods or meal allowances.** When the overtime work period exceeds two and one-half hours after the first free meal break, an employee shall qualify for one ten (10) minute rest period and if the overtime work exceeds five (5) hours **from the end of the first meal break**, a second free meal allowance will be provided, and one-half hour of paid time for the meal break.

(12.2) Sixth, Seventh or Statutory Holiday Shift and Emergency Call-Ins

Employees will qualify for a ten (10) minute rest period when working more than two and one-half hours in any part shift or when working more than two and one-half hours following a free meal break.

Employees who work more than five (5) hours on their 6th or 7th shift, Statutory Holiday, or on an emergency call-in, will be provided with a free meal allowance, if possible, and allowed one-half hour of paid time for the meal break. Employees will qualify for a second free meal allowance five (5) hours after the first free meal break. Employees paid a free meal allowance on paid time will not punch out until the work period has been completed, however, the paid time for free meal break will not be counted as time worked in calculating when an employee qualifies for additional rest periods or meal breaks.

(12.3) Free Meal Allowance

The Company agrees to provide to eligible employees, a meal allowance of \$6.00 per free meal. This amount will be reviewed periodically and increased as necessary to reflect the average cost of a regular meal.

The meal allowance will be credited to each eligible employee and will appear as a tax free benefit on the employee's pay cheque.

(12.4) Out-of-Town Meals

Employees required to work out of town will be allowed up to \$5.00 per meal. They will be paid under section 12.1, 12.2 or 12.3 if they qualify.

Employees making inter-plant or warehouse deliveries within twenty-five (25) miles of 321 Courtland Ave. E. will not qualify for the out-of-town meal allowance.

Notwithstanding the above, delivery drivers who are instructed to remain on their routes through the normal meal break period, will also qualify under this provision.

(12.5) Washroom Breaks

The Company shall allow a maximum of two (2) eight (8) minute washroom breaks per person per shift. Employees scheduled for five (5) hours or less will receive one (1) eight (8) minute washroom break. This will include 6th and 7th shifts and Statutory Holidays.

To ensure there is no misunderstanding with regard to "personal necessity time" for emergency situations, the following will state the Company's position: the Company recognizes that from time to time or for certain medical reasons, employees may require more personal necessity time than was agreed to at negotiations. The company will allow employees more personal necessity time or frequencies when it is absolutely necessary. However, these occasions must be the exception rather than the rule.

In other emergency situations, employees are expected to observe no more than the normal personal necessity breaks during their shift.

ARTICLE 13 - STATUTORY HOLIDAYS

(13.1) Designated Statutory Holidays

Employees shall be paid their regular hourly rate for regular hours not worked, Sunday to Saturday inclusive on the following designated statutory holidays:

Year 1

Monday, July 1, 1996	Canada Day
Monday, August 5, 1996	Civic Holiday
Monday, September 2, 1996	Labour Day
Monday, October 14, 1996	Thanksgiving Day
Tuesday, December 24, 1996	Boxing Day
Wednesday, December 25, 1996	Christmas Day
Tuesday, December 31, 1996	Floater
Wednesday, January 1, 1997	New Years' Day
Friday, March 28, 1997	Good Friday
Monday, May 19, 1997	Victoria Day Individual Floater

Year 2

Monday, June 30, 1997	Canada Day
Monday, August 4, 1997	Civic Holiday
Monday, September 1, 1997	Labour Day
Monday, October 13, 1997	Thanksgiving Day
Thursday, December 25, 1997	Christmas Day
Friday, December 26, 1997	Boxing Day
Thursday, January 1, 1998	New Years' Day
Friday, January 2, 1998	Floater
Friday, April 10, 1998	Good Friday
Monday, May 18, 1998	Victoria Day
	Individual Floater

Year 3

Monday, June 29, 1998	Canada Day
Monday, August 3, 1998	Civic Holiday
Monday, September 7, 1998	Labour Day
Monday, October 12, 1998	Thanksgiving Day
Thursday, December 24, 1998	Boxing Day
Friday, December 25, 1998	Christmas Day
Thursday, December 31, 1998	Floater
Friday, January 1, 1999	New Years' Day
Friday, April 2, 1999	Good Friday
Monday, May 17, 1999	Victoria Day
	Individual Floater

The eleventh Statutory Holiday of each year of the contract shall be granted as an individual holiday to be taken at a time to be agreed upon between the employee and management. The individual day will not normally be granted during the months of June to September inclusive nor shall it be used to extend other holiday weekends. A new employee must complete their probationary period in order to be eligible for the individual holiday.

If the individual statutory holiday is not taken by the end of the contract year, such holiday shall be paid out, except for employees who are in receipt of E.I.C. disability benefit and in

such cases the payment will be made when the employee returns to work or receives an L.T.D. benefit, whichever occurs first.

(13.2) Night or Shift Workers

Statutory Holidays for night or shift employees, except stationary engineers, shall be designated according to shift number. Employees working Sunday to Thursday, Sunday will be shift number one. For day shift employees, Monday will be shift number one and so on.

Employees who are scheduled to start on Sunday night, but who as a result of a Statutory Holiday falling on Monday, start on Monday night, will receive the Sunday premium for work performed on the Monday night. This shall exclude employees whose regular shift starts on Sunday night.

(13.3) Part-Time Workers

Part-time employees shall be paid for the hours they would have worked, had such a day not been observed as a holiday.

(13.4) Qualifications for Pay

In order to qualify for Statutory Holiday pay, the employee must work the required regular shift immediately preceding and following the Statutory Holiday. However, the employee will qualify for statutory holiday pay if **they have** been excused from working the required regular shift by **their foremen or production manager** or has been laid off, providing **they have** received payment for hours worked during the week containing the holiday or during the preceding week if the holiday falls on Monday. An employee who is disabled from working on either or both the regular shift immediately preceding or following the paid holiday and such disability is verified by a doctor's certificate, will be paid for the statutory holiday.

If the employee is eligible for any payment to which the Company contributes either directly or indirectly for the day on which the Statutory Holiday is observed during the first fifteen (15) weeks

of the absence, the Company will supplement this payment to **bring their earnings to a level equal to a regular day's wage.**

Employees who accept overtime for Saturday and/or Sunday, and then fail to show up for work will be treated as if the day or days missed were the same as a regular shift for purposes regarding Statutory Holidays, recorded sickness, etc.

(13.5) Premiums for Statutory Holiday Worked

Two (2) times the regular hourly rate shall be paid for all work performed on a designated Statutory Holiday.

(13.6) Statutory Holiday in Vacation

Full-time and part-time employees whose vacations include any of the Statutory Holidays mentioned in this article shall receive an additional regular day's pay, or an alternate day off. Such day off to be taken at a time convenient to the employee and management.

To qualify for the additional day Statutory Holiday pay in a vacation week that has been arranged in advance, the employee must work **their** required regular shift, preceding and following the Statutory Holiday, except if absent due to illness confirmed by a doctor's certificate.

(13.7) Exclusions

The provisions of this article shall apply only to hourly rated employees who were on payroll prior to the date on which the holiday occurs.

ARTICLE 14 - BEREAVEMENT

Where an employee is absent and loses pay because of a funeral for a spouse (as per Company records), son, stepson, daughter, stepdaughter, mother, father, sister, stepsister, brother, stepbrother, son-in-law, daughter-in-law, stepmother, mother-in-law, stepfather, or father-in-law, **they** shall be reimbursed at **their** regular rate for regular hours lost on up to three (3) regular work days ending with the day following the funeral.

If an employee is absent and loses pay because of a funeral for a brother-in-law, sister-in-law, grandparent or grandchild, they shall be reimbursed at their regular rate for regular hours lost on up to one regular day. Grandparents to mean grandparent of employee or spouse.

When an employee is absent and loses pay to attend a memorial service for any of the aforementioned relatives, they shall be reimbursed at their regular rate for regular hours lost on up to one regular day.

Employees who experience a bereavement during a booked vacation will be allowed to defer that part of their vacation affected by bereavement. Deferred vacation day(s) will be taken at a time mutually agreed upon by the employee and their supervisor.

If an employee is eligible for any other remuneration to which the Company contributes exclusive of vacation and Statutory Holiday, payment shall not be made under this section for day(s) of bereavement.

Provisions of this article shall not apply to part-time, student or probationary employees.

ARTICLE 15 -JURY DUTY

An employee who is

- a) summoned to appear or required to serve Jury Duty, or
- b) subpoenaed to testify as a witness, in a civil or criminal court, shall be paid for their regular hours at their regular rate. The employee shall furnish a notice of jury selection or a copy of the subpoena as soon as possible.

For employees working 3:00 - 11:00 or 11:00 - 7:00, the time off should be on the shift following appearance in court. When an employee works after their regular hours on a day in which they served Jury Duty or appeared as a subpoenaed witness, those hours will be calculated as overtime.

Provisions of this article shall not apply to part-time, student or probationary employees.

ARTICLE 16 - SENIORITY

(16.1) Probationary Period

From the time of hiring, new employees shall be considered probationers and shall possess no seniority until they have completed twenty-six (26) weeks time worked.

Upon completion of the probationary period, the seniority date shall be the employment date. A probationary employee shall have recourse to the full grievance procedure relating to matters other than suspension or discharge. Probationary employees who feel they have been unjustly suspended or discharged shall have the right to appeal as stated in Article 8.3.

A part-time employee's seniority only has application within the part-time classification.

(16.2) plant Seniority

Upon completion of the probationary period, seniority shall prevail for a further period of twelve (12) months after which employees shall possess plant seniority.

An employee with seniority, absent due to accident or illness, shall continue to accumulate and be credited with service and seniority however, service accumulation shall not exceed the following scale:

<u>Employee Seniority</u>	<u>Maximum Accumulation</u>
Less than 5 years	2 years
5 years but less than 10 years	3 years
10 years but less than 15 years	4 years
15 years but less than 20 years	5 years
20 years but less than 25 years	6 years
25 years and greater	7 years

The maximum service accumulation stated above commences at the beginning of the seventh month of absence.

The purpose of this service accumulation is limited to application to the non-contributory pension supplement only. For purpose of eligibility only of the optional early retirement Article 20.2, service will be considered to be cumulative.

(16.3) Seniority on Transfer

- a) Any full-time or part-time employee who is permanently transferred within the unit, will carry seniority provisions with them.
- b) An employee who transfers back into the unit will, for the purpose of job postings only, be able to use their seniority accumulated while in the bargaining unit only, for a period of two (2) years and thereafter their total seniority will be recognized. This section is applicable to employees transferred from the bargaining unit prior to June 1, 1991.
- c) Employees who transfer out of the bargaining unit after June 1, 1991 may transfer back into the bargaining unit within the first year of being out with full seniority rights and service recognized. Employees who transfer back into the bargaining unit after one year will transfer with previous bargaining unit seniority only and full service.
- d) Employees are not permitted to transfer back into the bargaining unit while existing bargaining unit employees are on layoff.
- e) Employees transferring back into the bargaining unit under section b) or c) above must acquire job ownership through the transfer file.

(16.4) Part-Time Transferred to Full-Time

Should any part-time employee be given full-time employment, the starting date shall be entered as of the day that transfer is made from part-time status. For purposes only of the rate progression scale, the part-time service will be recognized.

(16.5) S.E.A. Stewards and Executive Officers

For the purpose of vacations and layoff only, Executive Officers and Stewards of the Association shall, for the term of their office, be granted top seniority according to their respective positions. Safety Representatives for the purpose of layoff will also be granted top seniority.

Stewards and safety reps from the process will be the last employees farmed out on their shift during layoff, provided the person has the seniority to remain at work, except stewards and safety reps who represent more than one shift.

(16.6) Job Ownership Protection due to Accident or Illness

An employee who cannot perform their job will have job ownership protection for a maximum of two (2) years. Where medical information confirms the

employee will not be able to return to their job, including prior to the expiration of the two (2) years, process ownership will be retained, and job ownership will be forfeited and the employee will be reassigned in accordance with Letter #4.

A committee of four (4), equal in numbers between the parties will deal with the process of extending the two (2) year limit not later than the 23rd month of absence from the job. If a placement cannot occur within this procedure, the employee will be assigned in accordance with Letter #4.

An employee may enter a grievance at the third step of the grievance procedure if the committee fails to reach an agreement on extending the time limits.

Employees on Workers' Compensation claim are required to keep the Health Centre informed of "expected return to work" date, updated at least every two (2) weeks.

Employees establishing a compensation claim must advise the Health Centre as soon as possible after the injury occurs.

(16.7) Discharge, Voluntary Termination, or Layoff
Seniority shall cease upon discharge for just cause or voluntary quitting. Employees who have seniority and are on layoff will continue to accumulate seniority and service for the purpose of recall.

Probationary employees shall possess recall rights equivalent to their number of full weeks of employment at the time of layoff.

Employees who have completed their probationary period but have less than fifteen (15) months seniority shall have recall rights for twelve (12) months from the date of layoff. Employees who have obtained plant seniority (fifteen (15) months or more) shall have recall rights for twenty-four (24) months from the date of layoff,

Employees absent for three (3) consecutive work days, who fail during that time to notify the foremen or Human Resources Department of the reason for the absence, shall be considered to have quit their employment voluntarily.

Any employee who has been laid off and who has been notified at their address, according to the Company's records, to return to work and within three (3) days has failed to do so, without reasonable excuse, shall be considered to have quit **their** employment voluntarily and their existing seniority rights shall there upon be terminated.

(16.8) Leave of Absence

Leave of Absence is defined to be an absence from work with permission for a period of more than five (5) working days, without pay or compensation (except as may be provided for in this clause).

When planning activities for which a Leave of Absence is anticipated, an employee is expected to make maximum use of vacation schedules to which **they** are entitled. Absences should be planned as far in advance as possible.

Application for Leave of Absence will not normally be considered during the months of June, July, August or September. Weeks which include, precede or immediately follow a Statutory Holiday require our entire work force, therefore, a Leave of Absence will not normally be granted during those periods.

In arriving at a decision regarding a Leave of Absence application, the requirements of the business or other reasons will be considered. Management's decision in granting or refusing such leave will not be arbitrable. In the event that absence is granted under the provisions of this clause, seniority shall continue to accumulate.

Leave of Absence reasons other than emergency, compassionate, Association business, or pregnancy may be approved for an employee who has completed two (2) years of service.

A pregnant employee will be granted a leave as required by government legislation. When applying for a Leave of Absence due to pregnancy, the employee must give two (2) weeks notice in writing together with a medical certificate estimating the date of delivery.

The extended Health Insurance, Dental Care, and Life Insurance plans will be continued for the Leave of Absence. The employee will reimburse the Company (other than Maternity Leave) for the cost of these benefits at the current rates. The Association will be informed of changes to the benefit rates with an explanation of the changes four (4) weeks in advance of the new rates becoming effective. Contributions to the Company Pension Plan will be suspended for the Leave of Absence.

(16.9) Provisions for Trainees

Persons whom the Company is training to fill technical, commercial or supervisory positions may be employed or retained in employment in plant operations irrespective of seniority provisions of this article as follows:

- a) Full-time bargaining unit employees selected by management to enter the training program may continue in the program for a period not longer than two (2) years.
- b) New employee hired directly into the training program may continue in the program for a period not longer than one (1) year.

Current employees who enter the training program will relinquish job ownership upon commencement of the program. Employees who wish to leave the program will acquire job ownership by applying under Article 18.3.

The rate of pay for trainees will be one (1) increment above the highest rate in the operation.

This article shall apply to trainees of the Company. The Secretary of the Association shall be advised of such appointments.

(16.10) S.E.A. Education

The Company will provide up to thirty (30) working days per year for the purpose of furthering the formal education of the Association Executives and/or Stewards. The educational days utilized shall be mutually agreed upon by the Company and S.E.A. Additional educational days, at the expense of the Association, may be taken when mutually agreed upon in advance.

ARTICLE 17 • STAFFING

(17.1) Temporary Transfers (Other than Weekly Staffing, Article 17.2)

The Company may temporarily transfer any employee from one job to another on the same shift within the Process, but no such temporary transfer shall exceed three (3) months. Pay rates for employees on temporary transfer shall be paid according to the provisions of Article 9.3.

When the company needs to temporarily transfer an employee on a different shift, or to a different process, the

Company shall request by seniority and ability, on a voluntary basis, if no one volunteers, then qualified farm-
ins will be transferred then the most junior qualified
employee will be transferred.

An employee who is temporarily re-assigned within his own
process or to a different process, on a repetitive basis may
register his objections to such repetitive transfer or
reassignment in which case the Company will make a
reasonable effort to obtain a replacement, subject to
seniority rights, who can perform the work satisfactorily.

Transfers will be done on a per shift basis as much as
possible.

Employees who volunteer under this section are not eligible
for the shift change penalty.

(17.2) Weekly Staffing

A) Temporary Transfer When No Employees are Laid-CM

If a Process is looking to reduce staff and another Process
needs to increase staff, the Company at its discretion may
temporarily transfer any employee(s) from one job to
another in the plant in order to meet the needs of the
business. Such transfer will be done on the basis of seniority
(with the junior employee being the first to be transferred),
qualifications needed to perform the available job and the
requirement to continue efficient operations. Operations
management will reassign employees to jobs they are
qualified to perform in order to create vacancies farmed-in
employees will be able to perform.

B) Procedure When Employees Are Laid-Off

When it is necessary for the Company to reduce the number
of employees at work, the following procedure will apply,
subject to the requirement to continue efficient operations:

- FIRST:** Student employees will be terminated.
- SECOND:** Probationary employees from the Process needing to reduce will be laid-off, and then probationary employees from the plant will be laid-off if additional reductions are required.
- THIRD:** The number of least senior employees that equates to the number of employees that must be reduced will be identified and these employees will be laid off.
- FOURTH:** The staffing work team will assign the displaced employees who have the seniority to be at work, but not on their job, to the Processes where vacancies exist as a result of laying-off the junior employees or where additional need for staff has been identified, on the following basis: skills, ability, knowledge, medical restrictions and staffing information forms.
- FIFTH:** Operations management will reassign employees to jobs they are qualified to perform in order to create vacancies the farmed-in employees will be able to perform. This may involve proceeding up the seniority list 'to identify the junior qualified employees for temporary reassignment to different processes in order to place affected employees in temporary positions they can perform.
- SIXTH:** Employees with seniority at the time of layoff will exercise their seniority to displace part-time employees, but will not be entitled to the guarantees specified in Article 10 and Article 11.

Notes:

1. Where it is determined by the Company that an employee requires training the Company will designate which employee will provide the necessary training. Upon completion of the training the excess employee(s) will be laid off and will not be entitled to the weekly guarantee for the week if they are eligible and apply for E.I.C. (waiting period and/or weekly benefit).
2. Qualified as used in this Article 17 means the ability to regularly perform the job without instruction or assistance.
3. Employees who are transferred to a different shift as a result of weekly staffing shall not be eligible for the shift change penalty.
4. Pay rates for employees on temporary transfer shall be paid according to the provisions of Article 9.3.
5. When it is necessary to adjust staffing according to this Article 17.2 'employees may be permitted, subject to the needs of the business, to volunteer for reassignment by signing the notice posted in their process by August 15 of each year and must accept any reassignment provided. An employee may remove their name from the voluntary reassignment list only upon return to their process from the temporary reassignment and will be ineligible for further voluntary reassignment until reapplying by August 15 of the following year.

(17.3) Order Of Recall

When it is necessary to recall employees to work from lay-off, employees will be recalled in order of seniority to the available positions and will be assigned to the available jobs on the basis of: skills, ability, knowledge, medical restrictions and staffing information forms.

An employee who has been reassigned will be permitted to return to their own job, if it is required and if they have the seniority to return, when the job owner of the position to

which they were reassigned has been recalled or, management may at its discretion return the reassigned employee to their job if a qualified replacement is available.

(17.4) Staffing Information Sheet

In order to meet the needs of the business, a “Staffing Information Form” as designed by the Company, must be completed and submitted by each employee to Human Resources. In the absence of a completed form, employees who require placement by the Staffing Work Team will be assigned to available work at the discretion of the SWT until the beginning of the next full work week after the form has been submitted provided, the employee possesses the seniority and qualifications to be at work. Employees must keep this form updated as information changes. Failure to do so will nullify a grievance that is based on the missing or inaccurate information.

(17.5) Benefits on Layoff

Laid off employees with seniority will continue to be covered under Article 23 (except Weekly Indemnity and Long Term Disability) for up to eight (8) weeks of layoff.

Up to five (5) additional weeks coverage will be automatically provided at the employee's expense if layoff continues. This cost of continued coverage will be deducted from the employee's first pay cheque upon recall.

(17.6) Plant or Process (Department) Closing

Employees with seniority shall be eligible for transfer to another operation of the plant under the provisions of Article 17.7.

Eligible employees who are permanently laid off due to a permanent full or partial plant closing will be entitled to severance payments in accordance with Employment Standards Legislation.

(17.7) Job Elimination/Combination Bumping Procedures

The Company will notify the Association of any job eliminations or job combinations and give in writing details of such changes at least twenty (20) working days in advance.

Job Elimination:

A job elimination occurs in the following circumstances:

- the job is permanently transferred to a different shift
- the work required to be performed is discontinued
- when a job combination occurs between two (2) or more shifts the work transferred from the originating shift on which the work was performed will be deemed to be a job elimination on that shift and handled accordingly.

Note: A job is not eliminated by reason of the start time changing within the same shift.

The individual directly affected must secure job ownership by either applying for job vacancies (Articles 18.2/18.3 - Process/Plant-Wide Posting) or by bumping to junior seniority positions within the Process.

The only purpose of the bumping procedure is for job ownership. If bumping applies it will be after the 20 days notice.

Job Combination Procedure:

A job combination occurs when:

1. Two (2) or more jobs on the same shift are combined and in such case the employee(s) with the least seniority will be bumped;
2. When a job is changed such that some of the work is allocated to other shift(s), the work remaining on the shift will be treated as a job combination on that shift. The work transferred to another shift(s) is considered a job elimination on the

originating shift. In such cases there are no bumping rights across shift(s) for the displaced employee(s) on the originating shift(s).

The bumped employee(s) will proceed through the bumping procedure under job elimination.

Bumping Procedure:

- 1 An employee whose job was eliminated/combined must fill any vacancy on their shift, by seniority and ability, that becomes available under the process job posting procedures. If the job vacancy is on a different shift the employee may elect one of the following options:
 - a) If the number of employee job elimination/combinations on a shift is greater than the number of vacancies available, and if the most junior employee(s) jobs are not affected, the senior displaced employee has the option of filling a vacancy or bumping the junior employee.
 - b) The employee may displace the most junior employee in their process on their shift. If they are unable to perform the job of the most junior employee, they may displace the second least senior employee on their shift and so on until they reach a job they can perform consistent with their seniority rights. Note: When an employee displaces a junior employee under this Article 17.7 they shall acquire job ownership of that job. If there is no vacancy in the process and there are farmed-in employees in the process, the employee whose job was eliminated/combined, may choose to bump a farmed-in employee rather than bump the junior employee.
 - c) The employee may choose to transfer to a vacant job in the plant according to the Collective Agreement.
2. Once all job vacancies are filled, any additional displaced employees must bump a junior employee in their process to obtain job ownership. The junior employee bumped off their

shift will have the option of bumping the most junior employee in the process on any remaining shifts. If **they are unable to** perform the job of the junior employee they are entitled to bump, they can move up the seniority list as described in 1 B

3. The junior employee bumped out of **their process must apply for all job postings (Article 18.2 and 18.3)** or they will be placed in any job vacancy in the plant. If there is no vacancy, the employee will have the choice of replacing any temporary work assignment in the plant or displacing the most junior employee in the plant providing they **have** fifteen (15) months or more seniority. If they are unable to perform the most junior job, the employee will move up the seniority list as described in 1B.
4. When a number of employees are displaced due to job elimination, the corresponding number of least senior jobs in the process and/or plant, whichever is applicable, will be identified and the most senior of the displaced employees can **choose the job they want**. In the event that two or more of the same job classification are identified within this group of least senior jobs, the junior employee in the job classification will be first to be displaced. This process will continue in order of seniority until all employees are assigned job ownership. If one of the displaced employees is unable to perform the job to which **their** seniority entitles **them, they** may move up the seniority list until they reach a job **they** can perform consistent **with their seniority** rights.
5. If the employee is unable to bump in accordance with the above steps **they** will be laid off.
6. When one or more jobs are eliminated or combined, the affected employee(s) within the process will have recall rights if the job is reinstated by 50% of its original form. Employees with less than fifteen (15) months seniority have twelve (12) months recall rights and employees with more than fifteen (15) months seniority have twenty-four (24) months recall rights.

7. An employee displaced from **their** process will have recall rights only **to their** process if additional full-time staff is required, subject to the above time limits, prior to applying Article **18.3**. The Director of Meat Manufacturing will determine if full-time staff is required following discussion with the S.E.A. President or a delegate.
8. Employees who voluntarily transfer under Article **18.2** from the job to which they were assigned or bumped into as a result of their job elimination/combination, will retain recall rights as specified in this section. Employees who voluntarily transfer to another process under Article **18.3** from the job to which they are assigned or bumped into as a result of their own job elimination/combination, will lose their recall rights.
9. Employees who do not have fifteen (15) months or more seniority can exercise their seniority rights in accordance with steps 1, 2 and 3.

Note: The Company and the Association President and/or delegate plus the process steward will mutually determine if any employee is able to perform any job to which **their** seniority entitles **them**. Any disagreements regarding an employee's ability to perform a job may be entered as a grievance at the second step of the grievance procedure.

Note: An employee who has availed **themselves** of the transfer option contained in Article **17.7** will be eligible by seniority to secure job ownership of any new job created in the process where **their** job elimination occurred, prior to the affected date of elimination.

Rates Of Pay:

An employee will have **their** rate of pay adjusted at the beginning of the first pay period following six (6) months from the date of **their** job elimination/combination. Employees who have not acquired job ownership during this time will be paid the rate of the job they are performing.

Job Transfers:

A job transfer will occur when the relocation of duties, **product, equipment or such, results in additional jobs** in the receiving process.

1. When a job is transferred to another process or operation, the employee who has job ownership has the option of moving with the job.

If the employee elects not to follow the job, the following will apply.

2. A. The job being transferred will be offered in order of seniority to the employees in the process it is leaving.
B. If no employee volunteers to move with the job to the process, the job will be posted in accordance with the job posting procedure.
C. The employee who had job ownership and who elected not to move with the job, will exercise **their seniority** rights and follow the bumping procedure as described in Article 17.7.

This Article is subject to review and revision every six (6) months as agreed to by the parties.

ARTICLE 18 - PROGRESSION**(18.1) Job Progression**

The Company agrees to recognize the principle of seniority in job progression in a fair and equitable manner having regard not only to the length of service, but as well to the knowledge, training, skill, efficiency and physical fitness of the employee or employees concerned to do the work assigned.

(18.2) Process Job Vacancies

When a permanent job vacancy occurs within a process, the vacancy will be posted on the process notice board for two days.

Interested employees in the process will make application to the foremen. Employees from the process who have no job ownership will have their names automatically added to the job posting and must accept the job when it arrives at their name, if capable of performing it. Employees who are away on vacation will have their name automatically added to all process job postings.

The senior employee with job ownership listed on the posting who is capable of performing the duties of the job, as determined by the Company, will be awarded the position with no job trial if the position is accepted. Exceptions to awarding the position on the basis of seniority occur where specialized external qualifications are required such as journey person's license, truck drivers license or other positions requiring an external license or certificate or for the apprenticeship program. Where there is a new job, or where the job vacancy is on a different shift, or in a different area of the process the Company will provide up to one-half hour to review the job and all pertinent information that is available at the time of posting such as the job description, physical demands analysis, standard operating procedures etc.

If the Company cannot find a suitable employee within the process then the vacancy will be advertised on a plant wide basis, according to the provisions of Article 18.3-Plant Wide Postings.

An employee who is no longer able to satisfactorily perform the duties of his job due to non-medical reasons as agreed between the parties, will forfeit job ownership and will be permanently reassigned by management in accordance with the procedure described herein.

When an employee from another process accepts a job vacancy and the result of that transfer will cause the staffing level to be in excess of the process requirements, the employee(s) without job ownership will become plant floaters but will retain process ownership.

The Company will consider each application in a manner consistent with the principles listed in Article 18.1.

Applications from an employee for a posted vacancy, other than progression, will not be considered within six (6) months of granting such previous application.

All employees absent from work for any reason other than vacation must immediately render their decision when contacted by phone. The Company will make two phone calls to the employee. If there is no contact, such matters will be recorded and the employee will be bypassed. An absent employee will be considered for a job vacancy if he can return to the job within a four week period. The intent of this clause is not to allow an employee to temporarily interrupt a scheduled leave or illness/injury for the purpose of acquiring job ownership.

When an applicant has accepted, the change will be made effective the first shift of the following work week.

If the job vacancy is on the day shift, a plant wide posting will occur before awarding such job to a probationary employee.

Progression will not be considered until the applicant has attained job ownership under Article 18.2.

Employees who transfer into a process under 18.3 are only eligible to apply for new process job postings occurring after they are transferred to the new process, either physically or through paper transfer, Job postings resulting from an initial job posting are not considered to be new process job postings.

Process postings can occur to replace employees who are retiring at a future identified date. In such cases management may post the vacancy one week prior to the employee actually leaving except for job postings requiring more than one week training, in which case management will post the job sufficiently in advance to provide proper training. This also applies to employees who utilize their

vacation entitlement to leave in advance of their actual retirement date.

(18.3) Plant-Wide Postings

Vacancies received in the Human Resources department after the process posting procedure is complete, as per Article 18.2, will be posted on a plant wide basis for a period of five working days. Applications for a plant wide posting will be made in the Human Resources department and it is the sole responsibility of each employee to have their name listed on any plant wide posting for which they are interested. Prior to taking vacation, employees must notify Human Resources if they are interested in having their name added to plant wide postings.

The senior employee on the list for the posting who is capable of performing the duties of the job, as determined by the Company, will be awarded the position with no job trial if the position is accepted. Exceptions to awarding the position on the basis of seniority occur where specialized external qualifications are required such as journeyman's license, truck drivers license or other positions requiring an external license or certificate or for the apprenticeship program. The Company will provide up to one-half hour to review the job and all pertinent information that is available at the time of posting. Such information will include a job description, physical demands analysis, standard operating procedures, etc. Employees who have no job ownership will have their names automatically added to plant wide postings and must accept the position if their name is reached on the list provided, they are capable of performing the job as determined by the Company and S.E.A. representatives.

An employee who has completed a minimum of two years of service and wishes to transfer to another process may apply by signing the form in the Human Resources department for a plant wide posting.

The Company will consider each application in a manner consistent with the principles list in Article 18.1.

When an applicant is accepted, the change will be made on the first shift of the following work week provided the remaining employees can satisfactorily perform the required work.

Employees who make such an application for plant wide posting and as a result are transferred, may not apply for a further plant wide posting until two years have elapsed.

Should transferred employees be paid a rate lower than the rate of the job to which they are transferred under this Article, the rate will be increased to the rate of the new job in accordance with Article 9.4.

An absent employee will be considered for a plant-wide posting if he can return to the job within a four (4) week period. The intent of this clause is not to allow an employee to temporarily interrupt a scheduled leave or illness/injury for the purpose of acquiring job ownership. All employees absent from work for any reason must immediately render their decision when contacted by phone. The Company will make two phone call to the employee. If there is no contact, such matters will be recorded and the employee will be bypassed.

(18.4) Job Vacancy Definition

When a job is filled temporarily for a period in excess of thirteen (13) continuous weeks in a process, a vacancy will then be considered to exist except where other employees are eligible to return to that process under other provisions of the agreement.

The thirteen (13) continuous week period defined above is not applicable where employees are assigned for purpose of temporary rehabilitation.

(18.5) Leadhands

Employees applying for Lead hand responsibilities may be required to complete tests as determined to be appropriate by the Company and the S.E.A. for the purpose of establishing their suitability for such position. The Company and the Employees' Association will agree as to the nature of such tests.

(18.6) Exclusions

The provisions of this article shall not apply to part-time employees or students.

ARTICLE 19 -VACATIONS

(19.1) Vacation Year

The vacation year will be from June 1st to the following May 31st.

(19.2) Length of Service

The length of vacations will be based on the length of service? and shall be calculated from the employment date for each employee to the 31st of May of each year.

For the purpose only of determining eligibility for vacation entitlement under Article 19.3, a full-time employee who transfers to part-time employee status, will have **their** full-time service recognized.

(19.3) Vacation Schedule

The length of vacation will be determined on the following schedules.

- a) Employees with one (1) full year of service will receive two (2) weeks vacation.
- b) Employees with five (5) full years of service will receive three (3) weeks vacation.

- c) Employees with ten (10) full years of service will receive four (4) **weeks vacation**.
- d) Employees with eighteen (18) full years of service will receive five (5) weeks vacation.
- e) Employees with twenty-five (25) full years of service will receive six (6) weeks vacation.
- f) Employees with thirty-five (35) full years of service will receive seven (7) weeks vacation.

First Vacation - Employees who have been hired prior to May 31st of any year but have not accumulated one (1) year of service will receive one fifty-second (1/52) of one weeks vacation pay for each week of service computed to June 1 in the year in which the vacation is to be taken. The length of vacation shall be considered to be earned at the rate of one (1) day for each full month of employment to a maximum of ten (10) days.

(19.4) Completion of Required Service

Employees who after June 1 stand prior to the end of the vacation year reach the service required to entitle them to an additional week of vacation in accordance with the vacation schedule in Article 19.3, paragraphs b), c), d), e) and f), will become eligible for such additional week of vacation on the completion of the required years of service as of their individual anniversary date of employment.

(19.5) Advance Vacation

Employees who have vacation entitlement earned by June 1st during any vacation year, may draw the earned portion of such vacation on or after January 1 st preceding the vacation period **or by mutual** agreement.

When scheduling advance vacation, preference will be given to employees who have scheduled current vacation.

The only exception to the above is when an employee with unscheduled current vacation wishes to schedule vacation during

a period when another employee already has advance vacation scheduled. In such instances preference will be given to the previously scheduled advanced vacations.

Employees who transfer to different processes and who have advance vacations scheduled will be responsible to contact their new supervisor to determine if the advanced vacation scheduled can be utilized.

(19.6) Vacation Pay

a) Full Time -

Vacation pay shall be the regular daily or weekly hours at the employee's regular hourly or weekly rate in effect at the time of vacation. The amounts stated above will be reduced by 1/52 for each week of absence during the previous vacation year excepting absences which are:

- with permission up to twenty (20) working days annually
- due to a layoff up to twenty (20) working days annually
- up to one (1) year maximum from date of injury due to compensable accident covered under Workers Compensation Act
- due to sickness which exceeds the following scale:
 - 15 weeks from date of illness for employees with less than five (5) years seniority
 - 26 weeks from date of illness for employees with less than twelve (12) years seniority
 - 52 weeks from date of illness for employees with more than twelve (12) years seniority

Employees returning from long term absence will only be considered as being back to work upon the completion of two (2) weeks (ten (10) working days) continuous attendance following such absence.

In addition, vacation pay on overtime and premium earnings calculated at 2% times the number of weeks of vacation entitlement will be paid in a lump sum once a year, to be distributed no later than the third pay week of June or sooner if available.

Vacation pay supplement will be paid to the family of an employee whose employment has been terminated due to death.

- b) Discharged Employees - Discharged employees will be eligible for vacation pay as provided by the Employment Standards Act.
- c) Terminations - Any full-time or part-time employee who voluntarily leaves the service of the Company, shall be entitled to a proportionate vacation pay allowance based on that portion of the year worked since June 1st and the total number of completed years of continuous service according to the provisions of **Article 19.6 a)**.
- d) An employee working on a reduced work schedule will receive **their** vacation pay for each week of vacation entitlement in the current year based upon the greater of: 1) the previous weeks hours times **their** hourly rate; or 2) 2% of the previous vacation year earnings times the number of weeks vacation entitlement. This does not apply to a reduced work schedule which is with twenty (20) weeks of the commencement of the illness or disability. Employees on a reduced work week who observe a week or weeks of vacation will have their regular vacation entitlement reduced by the corresponding number of weeks taken, This section is applicable after the application of **Article 19.6A)**.
- e) Students will qualify for vacation according to the Employment Standards Act.

(19.7) Choice of Vacation

Employees shall, as far as possible, be given choice of vacation, in order of seniority.

The times at which vacations shall be taken shall be fixed by the Company.

The third, fourth, fifth, sixth and seventh week of vacation shall be taken during the months of September to June inclusive, or at the convenience of the Company.

The Company agrees to allow employees two (2) weeks of vacation, from the last week of June to and including the first week of September, in any process where it can be done. In processes where there are restrictions, they will allow the maximum.

The Company agrees for the duration of this Collective Agreement, to allow employees with twenty-five (25) or more years of service to schedule three (3) weeks of vacation entitlement during the months of May, June, July and August. These three (3) weeks may be taken consecutively or individually.

(19.8) Statutory Holiday in Vacation Week

Hourly rated full-time and part-time employees whose vacations include any of the Statutory Holidays mentioned in Article 13 shall receive an additional regular day's pay or an alternate day off. Such day to be taken at a time convenient to the employee and management.

To qualify for the additional Statutory Holiday pay in a vacation week that has been arranged in advance, the employee must work **their** required **regular** shift, preceding and following the Statutory Holiday, except if absent due to illness confirmed by a doctor's certificate.

(19.9) No Accumulation

Vacations with pay shall not be accumulated from year to year. Employees must take their vacations within their vacation year, except as provided in **Article! 19.5**, or management's consent.

(19.10) Rescheduled Vacations

Occasionally employees who are scheduled for vacation will be unable to observe part or all of their vacation due to illness or injury. Should this occur, the employee will be permitted to reschedule that portion of vacation missed due to the illness or injury, at a time convenient to the Company and with due regard to employee request, provided the employee notifies the **foremen prior** to the commencement of the vacation or as soon

after as possible if there is a valid reason for the delay. The employee must also provide supporting medical documentation to substantiate the claim. This only applies to employees who are unable to commence their vacation. Employees who have already started their vacation will not be permitted to reschedule. For clarification purposes, the vacation is deemed to commence at the completion of the last scheduled shift in the week prior to the week of vacation.

Rescheduled vacations must be taken during the vacation year to which they are applicable. Employees who reschedule vacations under these circumstances will not have the right to displace the vacation schedule of other employees regardless of seniority or circumstance. When an employee is permitted to reschedule **their** vacation, the Company is under no obligation to schedule another employee's vacation in place of the week just cancelled.

If vacation is not used by the end of the vacation year, the vacation time will be forfeited and any vacation monies owing shall be paid to the employee. Except for employees who are in receipt of E.I.C. disability benefits and in such cases the payment will be made when the employee returns to work or receives L.T.D. Benefits, whichever occurs first.

ARTICLE 20 - RETIREMENT

(20.1) Normal Retirement

Normal retirement shall be at age 65.

(20.2) Optional Early Retirement

An employee who has attained a sum of at least eighty-five points from completed full years of age and completed full years of service may retire on the first of the month following such attainment and receive an unreduced pension.

An employee who is within ten (10) years of attaining the normal retirement age may retire with a pension payable on the first of the month following and be entitled to **their** earned pension

unreduced for the period, sixty (60) months immediately prior to **their** normal retirement date.

An employee may elect to retire on the first of the month following the attainment of age 55 and receive a reduced pension only for any period earlier than age 60.

(20.3) Canada Pension Plan

All employees must contribute to the Canada Pension Plan.

(20.4) Company Pension Plan

All employees who are members of the pension plan will continue to be members of the plan and new employees will become members of the plan on the first of the month after completing two years of accumulated service. Part-time employees will become members of the plan for pro-rated benefits when they become eligible to join the plan.

(20.5) Company Pension Plan Contributions

Effective January 1, 1994 and for the term of this contract expiring May 31, 1999, members who contribute to the Company Pension Plan are required to contribute 1.9% of all earnings up to the YMPE and 4% in excess of that amount. Earnings shall mean the remuneration by a member from the Company in a calendar year including regular rate of pay and overtime pay, vacation pay and vacation supplement pay, shift premiums and freezer premiums.

In addition, employees may contribute voluntary contributions to the Company Group Registered Retirement Savings Plan.

(20.6) Company Pension Plan Benefits

Basic benefit from the Company Pension Plan at normal retirement date will be \$50.00 per year for each \$100.00 of contribution made by the employee until December 31, 1993.

Effective January 1, 1994 and for the term of this contract expiry May 31, 1999 the basic benefit from the Company Pension Plan

at normal retirement date will be 1.2% of pensionable earnings to the YMPE and 2% of pensionable earnings above the YMPE.

A non-contributory supplement of \$18.10 per month per each full year of Company service prior to May 31, 1997 will be paid to members who retire on or after June 1, 1993. **(Effective June 1, 1997 - May 31, 1998, Effective June 1, 1998 - May 31, 1999)**

A contributory supplement of \$3.30 per month for each full year of Company Pension Plan participation prior to May 31, 1988 will be paid to employees.

The normal form of pension shall be Joint and Survivor 60% with a guaranteed five (5) year payment period.

In the event of the death of a member prior to retirement, the surviving spouse shall receive an immediate pension benefit of 50% of the members' earned pension at date of death.

Pension Plan vesting (lock in) will take place after two years membership for pension earned after January 1, 1987.

(20.7) Pension Advisory Committee

The Company and the Association shall establish a Pension Advisory Committee consisting of a maximum of three (3) representatives from the Company and three (3) representatives of the Association and one (1) retired member of the plan. The purposes of the Advisory Committee are:

- a) To promote awareness and understanding of the plan;
- b) To monitor the administration of the plan; and
- c) To make recommendations to the administrator of the plan respecting the administration of the plan.

The Advisory Committee shall have the right to examine the records of the administrator in respect of the administration of the plan in order to fulfil the purposes of the committee and the administrator of the plan shall provide the Advisory Committee with:

- a) A copy of the current plan text;
- b) A copy of plan text amendments; and
- c) A copy of plan documents that relate to the plan that are required to be filed with the Pension Commission (such as the annual information return, valuation report, and audited financial statement).

But all of the above does not apply in respect of information as to the service, wages, pension benefit or other personal information related to any specific member without the person's specific prior consent.

The Advisory Committee shall meet a maximum of four (4) times per calendar year. Some committee meetings may take the form of training sessions as arranged by the administrator of the plan. All expenses of the Advisory Committee approved by the administrator of the plan shall be charged to the plan.

The Company will provide the Association with a copy of all bargaining unit pension plan text amendments at least twenty-one days prior to presenting such amendments to the Board of Directors for execution.

The Company will provide the Pension Advisory Committee with individual member data, accrued benefit, contributions, etc. only if each individual employee provides written authorization.

The Company will provide the Pension Advisory with a copy of the actuarial valuation report which contains a description of the actuarial assumptions and cost method when the report is filed with Ontario Pension Commission.

The Company will provide a copy of the Statement of the Investment Policies and Goals when the statement is filed with the Ontario Pension Commission.

(20.8) In The Event Of Sale

The Company agrees that in the event of a sale of the Company to a new buyer, the Company shall require the purchaser to cause to be registered a new pension plan which shall provide the transferred employees with pension benefits which are no less favourable to the employees than those currently provided under the plan and which shall provide for amendment or termination of that pension plan on terms no more favourable to the purchaser than those currently found in the plan.

ARTICLE 21- SAFETY HEALTH AND SANITATION

The Company shall continue to make provisions for the safety and health of employees during the hours of their employment.

Protective devices on machinery and other equipment necessary to safeguard employees from injury shall be provided by the Company and must be used by the employees.

All employees involved in maintaining or operating equipment where there is a danger will be instructed in the proper lock-out procedure as developed and updated from time to time by the Company.

Any worker has a right to refuse work that they believe is unsafe. Another worker may be assigned the work refused if they are told the reason for the refusal in the presence of a Worker Committee member. That other worker may also refuse to do the work. The procedure set out in the Occupational Health and Safety Act shall be followed, to expeditiously investigate and resume normal operations.

As stated in the Occupational Health and Safety Act, there shall be no penalty, coercion, intimidation or discrimination imposed upon a worker because they have complied with the Act.

J.M.S. recognizes that well trained safety representatives best serve the interests of the employees and the Company. To improve the knowledge level of the safety representatives the Company will provide the following in-house training:

W.H.M.I.S.
Accident Investigation
Safety Law
Ergonomics
Workplace Inspection

Additional external courses are also available and when successfully completed employees will be reimbursed in accordance with the Company Educational Assistance Policy.

In the event of a critical injury, a worker member of the committee must do an investigation to be submitted to the Ministry of Labour. For injuries of a less serious nature it is desirable that a Worker Committee member be involved in an investigation.

The Company recognizes that the process of employee involvement is desirable and will foster this process by having Worker Committee members take part in making and evaluating recommendations that will improve the ergonomics of plant jobs.

Two certified reps will be trained representing SEA members with one being the main certified rep and the second, as the backup.

All rights and privileges established under the Laws of the Province of Ontario in respect to Occupational Health and Safety shall be followed.

Cleanliness in dressing rooms and washrooms is to be maintained at all times.

Cleanliness, good housekeeping and sanitation are prerequisite to the production of quality products.

Privacy in washrooms, as defined by the Health and Safety Act, will be provided by the Company.

Work uniforms and equipment must not be removed from the plant.

Employees are required to observe good housekeeping and sanitation procedures and maintain high standards of personal hygiene and health.

Employees will, and the Association shall, encourage its members to co-operate fully in maintaining cleanliness and orderliness in the use of all facilities and devices provided by the Company.

A safety representative who represents workers shall inspect the physical condition of the work area for the workers they represent once per calendar month or as agreed by the applicable joint committee.

Committee members will be informed and investigate all serious accidents in the department they represent.

Safety members will be informed of the planning stages of installation of new equipment or structural changes to the process they represent.

ARTICLE 22 - WELFARE PLANS

(22.1) Eligibility

Full-time employees are eligible for coverage in the following benefit plans after they have accumulated twenty-six (26) worked weeks of service, with the exception of:

- Weekly Indemnity - eligibility is after 13 worked weeks of service.
- Long Term Disability - eligibility is after 2 years of accumulated service.

Benefit coverage will be provided in accordance with the Group Benefits Insurance Booklet. It is understood that the employer is responsible for premium payments where applicable, on the basis stipulated in Article 22. The selection of the insurance carrier is vested exclusively with the Company.

Any claim which is an eligible expense under the terms of the Group Benefits Insurance Policy which is rejected by the Insurer,

will be paid by the Company according to the term of the Group Benefits Insurance Policy.

Dependents must be enrolled in the plans to be eligible for coverage. Eligible dependents (spouse and children) of deceased employees will continue to be eligible for EHIP and Dental benefits for up to one year from the first of the month following death but not beyond the date that the deceased employee's spouse remarries or becomes eligible for comparable coverage.

Employees who retire from employment are eligible for coverage in the appropriate Retiree Benefit Insurance Plan.

(22.2) Extended Health Insurance Plan

The Company will provide an Extended Health Insurance Plan and pay 100% of the insurance premiums for the following benefits:

- Managed Health Care Drug Plan at 100% of all eligible expenses for the Drug Benefit (does not include any drug that is available on an over-the-counter basis whether or not prescribed), and the Supplementary Health Care Benefit.
- Vision Care at \$100 every twenty-four months
- Hearing Aids at \$500 every ten years
- Supplementary Health Care **(Excluding Semi-Private hospitalization coverage)**

Positive enrolment—all employees will be provided with enrolment forms to identify the names of dependants and their birthdates who are to be provided with dependant coverage. Benefit claims for dependants will initially be claimed by the spouse whose birthday occurs first in the year when the spouse has coverage available from another source.

(22.3) Dental Care

The Company will provide a Dental Care Insurance Plan and pay 100% of the insurance premiums for the following benefits:

- Basic restorative & preventative at 80% reimbursement
- Dentures and denture repairs at 50% reimbursement
- Crowns and Bridges at 50% reimbursement

- Oral recall nine months
- **Provide for the "Oral Life Plan"**

The Dental Fee Guide shall be the 1996 ODA Suggested Fee Schedule effective the first of the month following the date of ratification.

Effective June 1, 1997 - the 1997 ODA Suggested Fee Schedule is applicable.

Effective June 1, 1998 - the 1998 ODA Suggested Fee Schedule is applicable.

(22.4) Life Insurance

The Company will provide a Group Life Insurance Plan and pay 100% of the insurance premiums for the following benefits:

- \$25,000 for all active full-time employees
- \$12,500 for all active part-time employees
- \$ 2,000 for all for employees who retire or reach age 65 after June 1, 1996.

(22.5) Weekly Indemnity

The Company will provide a Weekly Indemnity Insurance Plan and effective January 1, 1994 the Company will apply its portion of the premium to provide additional pension benefit and the employee pays 100% of the insurance premiums for the following benefits:

For absence due to illness or accident, benefits for **up to** fifteen (15) weeks at the rate of $66 \frac{2}{3}$ (to the **E.I.C.** benefit level maximum) of the employee's regular daily or weekly hours at the regular hourly rate in effect at the time of illness or accident. Probationary employees who have accumulated thirteen (13) worked weeks of service are eligible for Weekly Indemnity benefits only.

Benefits shall begin on the first day of absence if due directly to an injury caused solely by accident and disability began within 30 days of the initial injury. Benefits shall begin on the

first day of absence if confinement to a hospital, surgery and pre-arranged out patient surgery where anaesthetic has been administered. Benefit shall begin on the fourth day of absence if due to other illness, except benefits for eligible probationary employees which shall begin on the fifteenth day of absence if due to other illness.

- The employee must see a Doctor within 7 days of the commencement of the disability in order to be considered eligible for full payment.
- Statutory holiday pay received during the waiting period will extend the waiting period by the equivalent number of days for which such statutory holiday pay was received.
- An employee returning to work on a reduced work week rehabilitation program will have **their** Weekly Indemnity benefit reduced by \$.50 (fifty cents) for every dollar earned on the rehabilitation program. For purposes of calculating the benefit reduction, the applicable employee base rate will be used.

Definition Of Accident Re Weekly Indemnity Benefits

Accident

- a) The natural result of an unexpected/chance cause, e.g. slipping on a step; falling off a ladder.
- b) The unexpected/chance result of a natural cause, e.g. incurring a rupture playing golf; stooping over to pick up an object and breaking a ligament in the knee.

An Accident Does Not Include:

- a) The operation of natural causes such as old age, congenital or insidious disease, or the natural progression of some constitutional physical or mental defect.
- b) An injury which is the natural and direct consequence of an act deliberately done by the assured what would reasonable

be expected to cause the injury, e.g. playing sports without proper protective equipment; accepting a dare to walk through broken glass barefoot.

If a claim for benefit is in dispute whether it is an accident or illness as rejected by the Insurance Carrier, the employee's attending physician will be requested to indicate which of the above categories is appropriate. When there is a difference between the insurer and the employee's physician, a third physician mutually agreed to by the parties will determine the appropriate category.

Where an employee is absent and in receipt of Weekly Indemnity benefits and is medically ready to return to work via the Rehabilitation/Modified work program, from that claim, and the Company is not able to provide work the employee is capable of performing within the documented non-compensable restriction, the employee will be eligible to receive continued Weekly Indemnity benefits.

(22.6) Long Term Disability Insurance

The Company will provide a Long Term Disability Insurance Plan and both the Company and the employee pay 50% of the insurance premiums for the following benefits:

- For absence due to illness or accident, a benefit of 60% of the employee's basic wage or salary to a maximum of \$1,322.00 per month.
- The monthly disability benefit is reduced for primary benefits received on a dollar for dollar basis by a disability income payable under Canada Pension Plan Disability Benefits.
- Employees no longer eligible for Weekly Indemnity Benefits must apply for E.I.C. medical disability benefit. If the disability continues beyond thirty (30) weeks from commencement, L.T.D. benefits will then be applicable. The Company will top-up the E.I.C. benefit paid to ensure the employee receives 60% of **their** basic wage to a maximum of \$1,322.00 per month. An additional top-up will be provided to offset any

difference in the employee's tax payable as a result of receiving E.I.C. disability benefits in lieu of the L.T.D. benefits. The Company will provide up to four (4) weeks of E.I.C. bridge benefit to any employee who has signed an agreement with the Company to repay such monies, when there is an unusual delay in receiving E.I.C. benefits which is not attributable to the employees.

- During the qualifying period and the 24 month period immediately following it, "totally disabled" means the employee is unable due to a medically determinable physical or mental impairment due to injury or disease to perform the regular duties of any occupation which the Company may make available to the employee.
- After the 24 month period, "totally disabled" means the employee is unable, because of a medically determinable physical or mental impairment due to injury or disease to perform the duties of any occupation for remuneration or profit within the range of his education, training or experience.
- An employee is not considered totally disabled unless they **are** under the active and continuous care of a physician for that disability.
- An employee is not considered totally disabled due to the use of drugs or alcohol unless they **are** being actively supervised and receiving continuous treatment for that disability from a rehabilitation centre or an institution provincially designated for that treatment.
- Employees who are absent from work and in receipt of Weekly Indemnity benefits and who would have achieved two (2) years service during that period had they actively been at work, will be deemed to have met the service requirements to become eligible for this benefit.
- Employees who are collecting Long Term Disability benefits and are eligible for an unreduced pension from the Company Pension Plan and who are expected to remain totally disabled

until normal retirement age, may elect to retire from the Company. The L.T.D. benefit will be reduced by \$.50 (fifty cents) for every dollar of pension received from the Company Pension Plan. Increases in pension payments for retired employees will apply to employees who have retired under this provision. Employees reviewing this option with the Company may have an S.E.A. executive representative attend the meeting if they desire.

- An employee returning to work on a reduced work week rehabilitation program will have his Long Term Disability benefit reduced by \$.50 (fifty cents) for every dollar earned on the rehabilitation program. Only regular earnings will be applied to this reduction."
- **Within the first twenty-four months of receiving Long-Term Disability benefits where an employee is medically ready to return to work via the Rehabilitation/Modified work program, from that claim, and the Company is not able to provide work the employee is capable of performing within the documented non-compensable restrictions, the employee will be eligible to receive continued Long-Term Disability benefits.**
- **Where an employee returns to full-time work via the Rehabilitation/Modified work program during the first twenty-four month period of Long-Term Disability and works less than six months within this period and the work they are capable of performing within their documented non-compensable restrictions is no longer available to them (except for lay-off by seniority) and the Company cannot provide any other suitable work, the employee will be eligible to receive continued Long-Term Disability benefits.**

(22.7) Claim Eligibility

Where a claim for Weekly Indemnity or Income Continuance benefits is in dispute based upon the insurance carrier's assessment of the medical information provided by the

employee's physician, the employee will be medically assessed by a third physician, mutually agreed upon by the parties, and this assessment will be determinative of the employee's eligibility for benefit. The cost of this independent medical will be borne by the Company.

(22.8) E.I.C. Premium Reduction

The E.I.C. premium reduction sharing shall be applied to reduce employee Long Term Disability premiums.

ARTICLE 23 - CLOTHING AND PERSONAL EQUIPMENT

(23.1) New Employees

Clothing and equipment requirements, as designated by the Company, shall be provided to employees. New employees shall pay the cost of safety shoes and designated clothing and equipment to a maximum of \$150.00, which shall be deducted from the employee's first five (5) pay cheques in equal instalments.

(23.2) Replacement and Additional Clothing

Replacement and additional clothing and equipment will be provided by the Company at no cost to the employee when authorized by the foremen. This clothing and equipment remains the property of the Company and must not be removed from the plant. Part-time employees shall be required to pay half the cost for replacement of personal clothing including safety shoes.

The Company will provide parkas for employees in Assembly and Loading, Fresh Meat Receiving Dock, and Distribution Receiving Dock.

The Company will provide the prescribed winter footwear or winter galoshes for delivery and interplant drivers.

Each employee is responsible for the use and care of the clothing and equipment and is liable for full replacement cost if lost or maliciously damaged.

(23.3) Transferred Employees

Employees transferring from one job to another or from one process to another, may be required to turn in clothing and equipment not needed on the new job but shall be given any new equipment or clothing required at no cost to the employee.

(23.4) Laundering

The Company will provide and pay for the full cost of laundering of all clothing.

(23.5) Maintenance Mechanic's Tools

Maintenance Mechanics will be supplied with necessary tools at no cost to the employee. These tools remain the property of the Company and are not to be removed from the Company's premises.

(23.6) Garage Mechanic's Tools

Garage Mechanics are required to supply their own hand tools. The Company will replace worn or broken tools up to a limit of \$150.00 per year for each mechanic. These tools remain the property of the Garage Mechanic.

ARTICLE 24 - BULLETIN BOARD

The Company agrees to provide a bulletin board in a conspicuous place in the plant for the display of Association notices and material, provided that all such notices and material bear the signature of an Association official and have the approval of the Manager of Employee Relations before posting.

ARTICLE 25 - GOVERNMENT REGULATIONS

It is the intention of both parties to the agreement to operate within the laws and regulations of the Government of Canada and that of the province in which work is performed with respect to wages and other payments, hours, conditions of work and other related matters.

173
ARTICLE 26 - COMMENCEMENT AND DURATION OF AGREEMENT

(26.1) Effective Dates

Except as otherwise provided, this agreement shall become effective on the 1st day of June, 1996 and shall continue in effect until the 31st day of May, 1999 and thereafter, from year to year, unless either party gives written notice to the other of termination or amendment of not more than ninety (90) days and less than thirty (30) days prior to the date of expiration.

(26.2) No Strike or Lockout

There shall be no strike or lockout during the life of this agreement and in no event shall the Association cause, take part in, or tolerate any movement encouraging a slowdown or stoppage of work.

ARTICLE 27 - Letters of Agreement

Letters of Agreement which are binding upon the parties are contained within this Collective Agreement.

Letter Of Agreement #1

- Changes in Working Conditions

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: CHANGES IN WORKING CONDITIONS

This letter will serve to confirm the commitment made during negotiations that the Company will not change any working conditions, benefits or privileges which do not form part of the Collective Agreement without prior notification and explanation of such changes to the Association.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #2

- Protected Jobs

Mr. Charles Losier
President
Schneider Employees Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

WE: PROTECTED JOBS

In the event that the Company must go into a layoff position, the following jobs must be protected due to skill required and training time involved **provided no other employee is qualified as defined in Article 9.4 at the time of lay-off.**

Truck Drivers
Smokehouse Operators
Maintenance (tradesperson)
Rendering (panel operator)
Distribution Co-ordinator

In the event that the designated S.E.A. Industrial Engineer is laid off and services are required **they** may be recalled out of seniority order to complete the necessary assignment.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #3

- Contracting Out

Mr. **Charles** Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: CONTRACTING OUT

This letter will clarify the intent of the parties regarding the decision to contract out work, according to Article 3.5.

The term "discussed" means that an initial discussion prior to a decision being made will occur when the contracting out will be of a repetitive nature (for example, delivery specials, weekend maintenance), project work or other planned uses of outside contractors.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #4

- Rehabilitative/Modified Work Program

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: REHABILITATIVE/MODIFIED WORK PROGRAM

The parties agree that a temporary / permanent rehabilitative work program be maintained and the goal of the program is to return employees to full productive work that adds value to the organization as soon as possible following injury or illness.

Employee Responsibilities:

- to provide the Health Centre with timely and specific medical restrictions
- to co-operate fully with the Program which may include, but is not limited to, taking an active role in minimising the negative effect of accident / illness on himself and the Company and by participating in medical treatment as prescribed.
- employees absent from work due to injury or illness must maintain bi-weekly contact with the Health Centre
- obligated to communicate any concerns with the position or placement to Process Management
- employees must notify the Program Co-ordinator of the return to work date as soon as possible prior to returning to work (does not apply to employees placed on light duty)
- failure to co-operate fully without a valid reason will result in discipline.

Company Responsibilities:

- Ely modifying the pre-injury job the employee owns providing the employee can do 80% or more of the essential duties. If the list of job duties have been modified to suit a disabled worker and the worker no longer requires the job, it may revert to its former composition as determined by the Company
- The list of positions in the Program will be published every four (4) weeks and a copy will be provided to the SEA
- Where the company requests further medical clarification such cost will be borne by the company
- Process Management must inform RPC of any concerns with placement that employee has expressed
- determine in conjunction with the Health Centre, and as required, the Medical community, the capabilities of the employee to perform the job.
- the RPC will be the (central control for assigning workers in the Program
- if an employee in the Program is able to perform regular duties, as determined by the medical information, he shall be removed from the program and must obtain regular job ownership in accordance with the Collective Agreement

Creation of Rehabilitative/Modified Jobs:

- From new jobs that are introduced into the organization (permanent) and jobs that will exceed 13 weeks (non permanent) by mutual agreement of the parties.
- Ely combining functions of existing jobs where the removal of the specified duties at that time does not result in the elimination of such existing jobs as mutually agreed by the parties
- any changes that cause the employee to not be able to perform the rehabilitative job will be brought to the Labour Management Committee

- rehabilitative jobs are those that are created or set aside specifically for the Program and do not form part of the job posting procedure

General:

- Overtime is appropriate only if the overtime policy properly arrives at the individual provided that they are working regular shifts and that the work is not contrary to the medical restrictions
- rehabilitative jobs can be eliminated or suspended by the Company at any time after discussion with the SEA
- employees in the Program may only be displaced by other employees in the event of lay off.

"LIGHT DUTY" PLACEMENT

Definition: Light duty is placement for employees due to injury or illness for less than two (2) weeks in duration that was caused by either a work or non-work related situation. The employee must report in person to the Health Centre if they are unable to perform their job due to injury or illness.

PLACEMENT FOR EMPLOYEES WITH TEMPORARY OR PERMANENT RESTRICTIONS

Definition. Placement is designed for employees with medically documented restrictions greater than two (2) weeks in duration that require graduated return to work, work hardening, or permanent rehabilitative work.

procedure:

The Program Co-ordinator considers restrictions on file from the Health Centre, end seniority of available employees. If successful, and restrictions match vacant position, placement can be made. (This may require assistance of "other resources" as listed below.)

The Co-ordinator will schedule a meeting of the Committee when initially preparing a plan / agreement 'to be signed by all members when a recommended return to

work requires a graduated return to work, work hardening plan or permanent placement. Once a month a meeting of the Committee will be convened by the Program Co-ordinator to review the status of employees in the Program.

When recommended RTW incorporates any combination of time on own job and modified placement, the Program Co-ordinator works with department foremen to arrange placement if possible. Placement and restrictions are then communicated to the department Supervisor, SEA Treasurer / Benefits representative, and Health Centre.

Employees who have been placed in a rehabilitative position and are excused, granted vacations or absent due to illness/injury for up to four (4) weeks will return to such position provided that the job needs to be filled, medical restrictions match the job and the employee has the seniority to remain at work. Where an employee is performing a job that requires more than two (2) months training, such employee will be eligible for recall to this assignment provided the lay off does not exceed eight (8) consecutive weeks.

The Rehabilitation Placement Committee consists of the following:

- Rehabilitation Placement Co-ordinator
- Employee
- Process Steward
- SEA Treasurer / Benefits representative
- Production Management

Other Resources as Required:

- Ergonomic Analyst
- Health Services Co-ordinator
- Physician(s)
- Worker Safety Committee Co-chair or alternate
- Staffing HRA
- Other external resources as required (ie. WCB case worker)

Letter Of Agreement #5

- Changes in Operations

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: CHANGES IN OPERATIONS

The following is agreed upon for the duration of the Collective Agreement.

It is the intent of the Company to discuss with the Association as far in advance as possible, changes in operations which affect plant staffing levels.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #6
- Apprenticeship Program

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: APPRENTICESHIP PROGRAM

The Company and the Association agree that the operation of the apprenticeship program will be in accordance with the "Apprenticeship Standards" document dated January 19, 1988.

This agreement may be terminated by either party upon twenty (20) working days notice in writing to the other party.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #7

- Maintenance Department Rotating Shifts

Mr. **Charles** Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: MAINTENANCE DEPARTMENT ROTATING SHIFTS

Any new employee hired after January 15, 1986 will be hired under the condition **they are** required to work either a steady shift or a rotating shift as the situation warrants.

In order to clarify all situations that may arise, the following must be clearly understood.

- If an opening occurs on the 3-11 or 11-7 shift, those who are on steady day shift will rotate to cover that shift until a replacement is hired and trained (up to a maximum six month training period). The shift covered will be whatever shift becomes vacant due to the layoff, resignation, or transfer.
- Employee on day shift are expected to cover for vacations, sickness and time off due to accidents for those on 3-11 and 11-7 shifts. This will be covered on a voluntary basis. If there are no volunteers and the absence is for one week or less, the junior employee on day shift will be transferred to the required shift. If the absence is for more than one week and there are no volunteers, the shift will be covered on a rotating bases, one week at a time by reverse seniority.
- If an employee on rotating shift is granted vacation during the week his 3-11 or 11-7 shift fall on, **they** are expected to arrange to exchange shifts with someone within their

trade to cover the shift and advise the foremen of the change. If they have not done so one week before their scheduled rotation, the process foremen will arbitrarily arrange the exchange.

- If conditions warrant that additional people are required on 3-11 and 11-7 shift, the requirements will be covered on a rotation basis until a suitable person is hired and trained.

- In certain circumstances, due to the amount of training required, it may be advantageous to assign an employee to an area on a resident basis. In these cases, the shift requirements will be clearly stated and the employee who fills the job will be required to work those shift only while they have that job.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #8

- Stationary Engineer Shift Schedule

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: STATIONARY ENGINEER SHIFT SCHEDULE

As requested by the stationary engineers and agreed to by the Company, the shift schedule of the second and third class engineers will be as per the schedule shown below to provide two consecutive days off work upon conclusion of the day shift.

For the second class group, shift #4 constitutes six consecutive shifts and for the third class group, shift #3 is six consecutive shifts. In both instances the sixth shift will be paid at regular straight lime rates.

Second Class Schedule

Shift

Rotation	Shift	Mon	Tue	Wed	Thur	Fri	Sat	Sun
1 2 3 4	#1	3-11	3-11	3-11	3-11	3-11	OFF	OFF
2 3 4 1	#2	OFF	OFF	11-7	11-7	11-7	11-7	11-7
3 4 1 2	#3	11-7	11-7	OFF	OFF	7-3	7-3	7-3
4 1 2 3	#4	7-3	7-3	7-3	7-3	OFF	3-11	3-11

Third Class Schedule

Shift

Rotation	Shift	Mon	Tue	Wed	Thur	Fri	Sat	Sun
1 2 3 4 5	#1	3-11	3-11	3-11	3-11	3-11	OFF	OFF
2 3 4 5 1	#2	OFF	OFF	7-3	7-3	7-3	7-3	7-3
3 4 5 1 2	#3	7-3	7-3	OFF	11-7	11-7	11-7	11-7
4 5 1 2 3	#4	11-7	11-7	11-7	OFF	OFF	3-11	3-11
5 1 2 3 4	#5	M7-3	M7-3	M7-3	M7-3	M7-3	OFF	OFF

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #9

- Shifts Structure

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: SHIFTS STRUCTURE

This will confirm the agreement between both parties on the definition of shift structure.

We have three shifts:

- a) Days 3:00 a.m. start to 11:59 a.m. start
- b) Afternoons 12:00 p.m. (noon) start to 6:59 p.m. start
- c) Nights 7:00 p.m. start to 2:59 a.m. start.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #10

- Utilizing Employees to Minimize Layoff

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: UTILIZING EMPLOYEES TO MINIMIZE LAYOFF

Where management has determined that existing employees possess the necessary skills and are able to efficiently perform painting assignments within the plant the following will apply:

a) During Plant Layoff Only

The painting job must be in part of the plant where the job can be performed Monday to Friday during regular working hours (no overtime).

The employees will be reassigned using Article 17.2 for the time needed to complete said job.

b) Painting jobs that because of their location and production demands cannot be done until Saturdays and Sundays will continue to be contracted out.

When there is no plant layoff we will continue to contract out painting.

The plant maintenance **foremen** and the S.E.A. maintenance steward will communicate each job and decide which section it falls under.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #11
- Overtime Work - Definition

Mr. **Charles** Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: OVERTIME WORK - DEFINITION

Please be advised of the following:

"Overtime Work" is defined as minutes or hours of time worked before or after the normal daily schedule of hours or the normal weekly schedule of hours.

Overtime will be determined and scheduled by management and will become available to employees only when the Company cannot produce or attain its requirements with bargaining unit employees working regular hours.

Rules for the distribution of overtime will be established by Process Overtime Policies, as developed to by the employees, Process management and stewards, and approved by senior management and S.E.A. officials. **Process overtime policies are subject to be reviewed every two (2) years unless mutually agreed that changes are required.**

When overtime work is made available by management, it will be awarded according to the Overtime Policy and paid for according to the provisions of the Collective Agreement.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #12

- Continuous Improvement Program

Mr. Charles Losier
President
Schneider Employees Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: CONTINUOUS IMPROVEMENT PROGRAM

I want to confirm the commitment I gave to you relative to the continuous improvement program underway in the organization. Specifically, I stated that full-time employees who have a job elimination/combination which is identified through a V.A.M. project, will be utilized until a permanent opening occurs to which they can obtain job ownership via Article 17.7. Permanent job vacancies will occur as a result of retirements, resignations, discharge, death, etc., and when such vacancies occur employees must apply or will be assigned job ownership according the Collective Agreement.

The Company will notify the Association of job elimination/ combinations resulting from a V.A.M. project, together with job openings that occur, to ensure that displaced full-time employees are permanently reassigned.

As much as possible, employees will be assigned to their same shift provided this can be done consistent with the Collective Agreement.

Also the Company agrees there will be no Self Directed Work Team during this Agreement.

Yours truly,

J.E. Lauer
Vice President Operations

Letter Of Agreement #13

- Association Industrial Engineers

Mr. **Charles** Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: ASSOCIATION INDUSTRIAL ENGINEERS

During negotiations, it was agreed that the Association should have within its membership a trained industrial engineer to act in a back-up capacity to the main S.E.A. Industrial Engineer when **they are** not available.

This letter is to advise you that should one of the Association's industrial engineers **relinquish this position, the Company** and the Association shall mutually agree upon a schedule for the selection and training of a replacement. **It is understood when accepting this position it is done so with a minimum commitment of two years unless mutually agreed by the parties to a lesser period of time.**

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #14

- Part-Time Shifts

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario N2G 3X8

Dear Mr. Losier

RE: PART-TIME SHIFTS

The Company and the Association have identified the following areas as suitable for the establishment of part-time shifts:

Production

Fresh Pork Sausage	Monday	7 a.m. - 3 p.m.
Cafeteria	Monday	5 a.m. - 8 a.m.
	to Friday	11:30 a.m. - 1:30 p.m. AND 6 p.m. - 8 p.m.

This letter will confirm our agreement regarding the use of part-time help in the Cafeteria. Specifically, part-time employees will be used in accordance with the letter of understanding with the following exceptions:

- 1) In the even of excess absenteeism, part-time employees may be used to a maximum of eight (8) regular hours per day not to exceed twenty-four (24) hours per week.
- 2) In the event of increases in volume resulting from such events as Golden Age dinners, Christmas dinner, plant tour requirements, etc., the part-time employees may have their shift schedule extended beyond the hours listed in the letter of understanding, but this will not exceed eight (8) regular hours per day or twenty-four (24) regular hours per week.

Distribution	Friday night crew	3 p.m. - 11 p.m.
	Fourth line staffing	
	requirement on	3 p.m. - 11 p.m. OR
	Monday, Thursday	
	and Friday	11 p.m.- 7 a.m.

The establishment of part-time positions over and above those detailed above shall be subject to mutual agreement with the S.E.A. Executive.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #15

- Negotiated Hours of Pay for Association Business

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

SUBJECT: NEGOTIATED HOURS OF PAY FOR
ASSOCIATION **BUSINESS**

This letter describes the financial support to the S.E.A. provided by the Company. The Company will pay up to a maximum of **\$10,500.00** per period effective June 4, 1995, or the hours described below. Any costs incurred over this limit will be reimbursed to the Company within two (2) weeks of being notified by the Company of the amount owing:

1) S.E.A. Executive

- a) President...all regular hours worked each week...up to five (5) overtime hours worked each week, including grievance/discipline meetings. Rate of pay will be equivalent to the highest rate in the plant.
- b) Vice-President...up to thirty (30) regular hours worked per week at a rate equivalent to 50% of the highest increment over base rate. When the President is on vacation or leave and the Vice-President assumes these duties/responsibilities and will receive payment for that period of time at the President's rate of pay.
- c) Secretary...up to thirty (30) regular hours worked per week at a rate equivalent to 20% of the highest increment over base rate.

- d) Treasurer/**Benefits**...up to eight (8) regular hours worked per week at **their** normal rate.
- e) Chief Steward...up to a maximum of five (5) regular hours worked per day when required. In the absence of all four executive officers from the plant, the Chief Steward will be paid a maximum of eight (8) regular hours worked per day. The Chief Steward will be paid at **their** normal rate.

2) Grievance/Discipline Meetings

The President (or Vice-President in his absence from the plant) and members of the Grievance Committee will receive payment at their regular rate (overtime rate if applicable) when required to attend such meetings to represent employees.

3) Stewards' Meetings

- a) The Company will pay for up to one and one-half (1-1/2) hours at the appropriate rate for each steward in attendance at the monthly meeting.
- b) Stewards who attend the monthly meeting who are not at work will receive payment for their attendance directly from the S.E.A.

4) Treasurer's Schedule

The Treasurer will continue to perform the S.E.A. duties each Friday, unless other mutual arrangements are made with **their** home process. If needed, up to two (2) additional hours weekly will be paid by the Company

5) Office Administration

Office facilities will be provided rent free, however, costs associated with respect to photocopying, printing, facsimile, telecopier, office supplies, and telephone services will be the responsibility of the S.E.A.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #16

• Definition of a Spare

Mr. **Charles** Losier
resident
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: DEFINITION OF A SPARE

Full-time position whose function is to replace employees absent in their process as assigned by management due to illness, injury, leave of absence, excused, inexcused, open jobs, or other duties as assigned according to the job posting.

Sincerely,

D.W. Short
Director of Human Resources

Letter Of Agreement #17

- Training on Layoff

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier:

SUBJECT: TRAINING ON LAYOFF

When mutually agreed upon by the parties, employees on layoff may be scheduled by the Company at its discretion for educational training programs and in such event will be paid a their regular rate, only for hours actually spent attending such training programs and such payment will not qualify the employee for any other payment, benefit or guarantees.

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #18

- Coffee Policy

Mr. Charles Losier
'resident
Schneider Employees' Association
321 Courtland Ave. E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier:

SUBJECT: COFFEE POLICY

- A) Employees whose job is located in a refrigerated area where the temperature is 50°F (10°C) and lower will be entitled to the coffee premium.
- B) Employees whose job requires them to work outside and are affected by cold weather conditions will receive the coffee premium. This applies only from the first Monday in October until the last Friday in May.

This will include inter-plant and warehouse drivers.

Not included are employees eligible for out of town meal allowance.

- C) Effective Monday, January 7, 1991 a premium of one 9¢ increment for all hours worked will be paid to all eligible employees under this Coffee Policy. This increment is not subject to any premium payments and will be excluded from all calculations for other benefits e.g. vacations, statutory holidays, bereavement, jury duty, etc. However, employees working only 4-8 hours e.g. (rehab - 5 hours on a Friday, etc.), "Called in", or 6th and 7th shift and are eligible for a free coffee will be paid the equivalent of one 9¢ increment for 8 hours (72¢). This premium will be a tax free benefit (the Company will pay any tax on this benefit).

Yours truly,

H.W. Short
Director of Human Resources

Letter Of Agreement #19

- S.E.A. Executive Officers Temporary Job Posting

Mr. Charles Losier
President
Schneider Employees' Association
321 Courtland Avenue E.
Kitchener, Ontario
N2G 3X8

Dear Mr. Losier

RE: S.E.A. EXECUTIVE OFFICERS TEMPORARY JOB POSTING

It is agreed that the S.E.A. Executive Officers will have their posted jobs protected through temporary postings for the duration they are in office. Those accepting temporary posting will forfeit their job ownership.

When an S.E.A. Executive Officer returns to his/her job, those in the temporary position will be allowed to go back to their original shift, if no vacancy, will bump the junior employee on that shift.

Yours truly,

H.W. Short
Director of Human Resources

M. Schneider Inc. per

. W.Short

. Cliche

F. H. Dingethal

P. Renon

chneider Employees' Association per

. Losier

. Tebbutt

. Fernandes

. Trocha

D. Flynn

S. Rocke

D. Fenlon

S. Mitchell

1996

S M T W T F S

S M T W T F S

S M T W T F S

JANUARY	FEBRUARY	MARCH
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
APRIL	MAY	JUNE
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
JULY	AUGUST	SEPTEMBER
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
OCTOBER	NOVEMBER	DECEMBER
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31