

ORIGINAL
COLLECTIVE
AGREEMENT
1991-1994

SOURCE	C.O.		
EFF.	91	09	01
TERM.	94	08	31
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	80		

AGREEMENT BETWEEN
CANBRA FOODS LTD., LETHBRIDGE, ALBERTA
AND
THE UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 740P
(Canbra Foods Unit)

SEP - 4 1992

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A G R E E M E N T

THIS AGREEMENT MADE THIS 1st day of September 1991

Between:

CANBRA FOODS LTD., Lethbridge, Alberta
(Hereinafter referred to as "The Company")

And :

THE UNITED FOOD AND COMMERCIAL WORKERS, Local 740P
(Canbra Foods Unit)
(Hereinafter referred to as "The Union")

PREAMBLE

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees, to provide an amicable method of settling any grievances or differences which might possibly arise, to promote the mutual interests of the employer and the employees. The Company and the employees jointly recognize the continuing need for maintaining efficient production at all times and the necessity of rendering efficient service to the growers and consumers, and realizing their mutual responsibility pledge full co-operation to that end.

ARTICLE 1 - RECOGNITION

1.1 The Company recognizes the Union as the exclusive bargaining agent for all employees in the Lethbridge plant. The term "employee" as used in this Agreement shall be considered to include all employees in the plant appropriate for collective bargaining with the following exceptions:

- a) Foremen
- b) Office staff
- c) All Company personnel above the rank of Foremen
- d) Fieldmen
- e) Salesmen
- f) Laboratory personnel engaged for research and development or otherwise carrying on duties of a confidential nature are excluded.

- 1.2 No employee, as excluded above, shall perform work in the Bargaining Unit except in the case of emergency, or where temporarily and for a short time the unexpected unavailability of Bargaining Unit employees will cause a loss of production. This is not intended to prevent foremen from occasionally assisting in such work.
- 1.3 The Company will not bargain collectively with any other labor organization affecting its employees during the life of this Agreement.
- 1.4 The Company agrees that it shall be a condition of employment that any employee who, at the date of this Agreement was a member of the Union in good standing, or who becomes a member after that date, shall maintain such membership as long as this Agreement is in effect.
- 1.5
 - a) Since the Union is recognized as the bargaining agent of the employees as defined in this Article, and in order to promote harmony among such employees, it is hereby provided that employees hired after the effective date of this Agreement and who come within the scope of this Agreement, shall pay such Union dues as may from time to time be assessed by the Union, whether they become member of the Union or not. All employees coming within the scope of this Agreement shall pay Union dues the day they become employed by the Company.
 - b) The Company will request each new employee at the time of hiring to sign an authorization for the deduction of Union dues. The Company will also deduct from each employee covered by this Agreement, the Union initiation fee. Such deduction of Union initiation fee will commence only after receipt from the Union of an authorization card duly signed by the employee. Except where it is otherwise provided in Article 14.2 of this Agreement with respect to "on-call" employees, these deductions will apply only to full-time employees within the Bargaining Unit.
- 1.6 All deductions shall be made weekly to coincide with each pay period. All sums deducted, together with a record of those from whom deductions have been made and the amount thereof, shall be forwarded monthly to the Secretary-Treasurer of the Local Union not later than the 15th day of the following month.

- 1.7 A Negotiating Committee, not to exceed three (3) in number, and who shall be regular employees of the Company, shall be selected by the Union in a manner to be decided by them. The Company shall be kept informed by the Union of the personnel of that Committee.
- 1.8 The Company shall provide bulletin boards for the use of the Union at suitable places on the plant premises.
- 1.9 No employee shall be discriminated against or jeopardized in seniority standing or suffer loss of employment because of Union activities. The Company shall not **ask** employees to do anything that would prejudice their standing in the Union.
- 1.10 The Company agrees to display the U.F.C.W. label on branded, Canadian products **as** new, or (new) replacement plates are introduced.

ARTICLE 2 - MANAGEMENT

- 2.1 The management and direction of the working forces, including the right to hire, suspend, or discharge for just cause: to assign to jobs; to transfer employees within the plant; to increase and decrease the working force; to determine products to be handled, produced, or manufactured, the schedules of production, and the methods, processes and means of production or handling; to establish, change, combine or eliminate jobs and job classifications; to introduce and utilize new equipment, machinery, processes, systems or methods and to change or eliminate existing equipment, machinery, processes, systems or methods are vested exclusively in the Company; provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.
- 2.2 There shall be no strikes, slow-downs, walk-outs or lock-outs during the term of this Agreement and thereafter while negotiations are underway for renewal or extension thereof.

ARTICLE 3 - GRIEVANCE PROCEDURE

- 3.1 The Union Grievance Committee shall be the Union's Unit President/Chairperson, Chief Shop Steward and the Shop Steward of the department in which the grievance arose or their designated representatives who shall be regular full time employees of the Company. Designated representatives will only be used in the event that the regular representative is anticipated to be absent. In the event a designated representative of the departmental Shop Steward is required, that Steward will be replaced by another employee of the department in which the dispute takes place.

The Union agrees to promptly inform the Company of the Committee's membership and any changes there to.

The Company agrees to promptly inform the Union of those Managers designated as Department Managers and designated representatives and any changes thereto.

- 3.2 a) The Union will elect in a manner determined by it a Shop Steward from each department who shall be a regular full time employee of the Company. In addition, a Chief Steward shall be elected by the Union in a manner determined by it. The Union agrees to promptly inform the Company about the appointment of a Chief Steward and Departmental Stewards that result from these elections and any subsequent changes.
- b) The Company will provide the Chief Steward with a written summary of any disciplinary action against an employee covered by this Agreement.
- c) The Company will exercise its right to discipline an employee as quickly as is reasonably possible.

- 3.3 Should differences arise between the Company and the Union as to the interpretation or application of, or compliance with, the provisions of this Agreement, there shall be no interruption or impeding of work, work stoppages, strikes or lock-outs because of such differences, but an earnest effort shall be made to settle such differences quickly in the following manner:

Step One

The aggrieved employee shall, within ten (10) working days after the event giving rise to the grievance, or the day that the employee should have become aware of the event, present the grievance in writing to their immediate Supervisor identifying the employee involved, alleged provisions violated, Union position and remedy sought. Within two (2) working days after this presentation, the immediate Supervisor will confer with the employee and the Department Shop Steward or the designated Steward, if the Steward is absent.

The immediate Supervisor will give their response in writing within two (2) working days of this conference. A copy of which will be provided to the Chief **Shop** Steward.

Step Two

If the grievance is not resolved at Step One, then the employee and/or the Chief Shop Steward shall within five (5) working days after the receipt of the immediate Supervisor's written response, submit the grievance to the Department Manager, or the designated representative. The Company shall confer with the employee, the Grievance Committee and the Business Agent if desired, within five (5) working days of receipt of the grievances or some mutually agreeable time in an attempt to resolve the grievance, Within five (5) working days of this meeting, the Company shall provide a response to the Union in writing.

Step Three

If the grievance is not satisfactorily resolved following the Company's response in Step Two, either the Company or the Union, by written notice to the other by the fifth (5) working day following the Second Step Company response, shall appeal the dispute to an Arbitration Board in accordance with the Alberta Labour Relations Code.

3.4 Power of the Arbitration Board

It shall be the function of the Arbitration Board to make a decision in cases of alleged violations of the specific Articles and Sections of this Agreement.

- a) It shall have no power to add to, subtract from, amend, disregard, alter or modify any of the terms of this Agreement.
 - b) Its power shall be limited to deciding whether the Company has violated the expressed Article(s) or Sections(s) of the Agreement and its decision shall be rendered in accordance with the terms and conditions of this Agreement. It being understood that any matter not specifically set forth herein remains within the reserved rights of the Company.
 - c) In the event that a case is appealed to an Arbitration Board on which it has no power to rule, it shall be referred back to the parties without the decision or recommendation on its merits.
 - d) Where an employee has been suspended or dismissed for other than just cause, the Arbitration Board:
 - (i) May direct the employer to reinstate the employee and pay to the employee a sum equal to his wage loss by reason of his suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable; OR
 - (ii) May make such other directive varying the penalty as it considers fair and reasonable having regard to the terms of the Collective Agreement.
- 3.5 The Company and the Union recognize the benefit of an expedited method to resolve disputes arising from the discharge of an employee which shall initially be taken up in the Third Step of this grievance procedure.

In the event that such matters cannot be resolved by the Third step of this grievance procedure, either the Company or the Union may waive the normal grievance procedure and the matter shall be referred to a sole Arbitrator in the following manner, provided that such notice is given in writing by either party within five (5) days following completion of Step Three (3) of the grievance procedure. This procedure may also be used for other arbitrations by mutual agreement of the parties.

- 1) Unless delayed by mutual agreement between the Company and the Union, the matter shall be heard by the Arbitrator within thirty (30) working days, following the Arbitrator's appointment.
- 2) The appointment of an Arbitrator shall be made within ten (10) working days following the notification referenced above. The appointment shall be made from a panel of not less than three (3) Arbitrators and up to five (5) if available.

The appointment of an Arbitrator to any given dispute shall be based on which panel member is soonest available to review the matter. If two or more members of the panel are equally available, then the panel member with the least number of these hearings will be appointed.

The Arbitration Panel shall consist of mutually agreed nominees from the Lethbridge and surrounding areas, with prior arbitration experience, who have indicated their willingness to serve as an Arbitrator and possess sufficient knowledge of the Alberta Labour Code. This panel shall be updated at least annually.

Nominations can be made by either the Company or the Union, however, the number of Arbitrators on the panel shall be an odd number.

- 3) In the event that either party objects to the appointment of a particular nominee to a given case, selection from the panel will be made through the process of elimination. The first party to strike a name from the panel shall be determined by the toss of a coin. Thereafter the Union and the Company shall alternate until only one name remains or until the Company and the Union can mutually agree on a nominee.
- 4) The hearing shall be conducted in an informal manner by the Arbitrator with the Company and the Union each providing to the Arbitrator and to the other party, a written summary of their position three (3) days prior to the hearing day.
- 5) When documentation is introduced by either party, copies of the documents shall be provided to the Arbitrator and the other party, not less than one (1) day prior to the hearing date if possible.
- 6) The Arbitrator shall have the obligation of ensuring that all necessary facts and consideration are brought out in the hearing by each party's representative and in all respects ensure that the hearing is a fair one.
- 7) The Arbitrator shall make a decision based on the records developed by the parties at and before the hearing and the verbal testimony under oath by witnesses that may be introduced at the hearing and shall make the decision known to each party within three (3) working days after the hearing. The Arbitrator's decision will be in writing including a brief explanation of the rationale for the decision.
- 8) The decision of the Arbitrator shall be binding on the Company and the Union.
- 9) Where the Arbitrator determines that a discharge penalty is excessive, the Arbitrator may substitute such other penalty as deemed just and reasonable.

10) The Arbitrator shall not have jurisdiction to alter or change the provisions of this Agreement or to substitute new provisions, nor to give a decision inconsistent with the provisions of this Agreement.

11) Each party shall bear the expenses of its representatives, participants and witnesses as well as the costs associated with preparations for the hearing. The fees and expenses of the Arbitrator, the hearing room and other expenses incidental to the hearing shall be borne equally by the parties.

3.6 Grievance work shall be done on Company time without the loss of pay during regular working hours. An aggrieved employee, and any member of the Grievance Committee coming in during time off to process a grievance shall be paid at their regular rate for time spent at Steps Two and Three of the grievance procedure.

A Shop Steward or other representative of the Grievance Committee may leave his/her place of work to discuss a grievance with the employer or employee during working hours as long as he/she has notified his/her immediate supervisor as to which grievance he/she will be discussing, where such discussions will take place, and approximately how long he/she will be away from the job. If the Union representative has to leave his/her department to meet with an employee of another department, then the Union representative will receive permission from his/her immediate supervisor to do so. Such permission will not be withheld for longer than two (2) hours.

3.7 Representatives of the Union may initiate discussions with the Company on any matter except grievances, which comes to their attention.

3.8 When a grievance affects the pay of an employee and is not amicably disposed of within two (2) working days, but subsequently is settled satisfactorily, and, as a result of such settlement, the pay of such employee is increased, such increases shall be retroactive twenty-one (21) working days prior to the date the grievance was filed, or to the date the employee was otherwise entitled, whichever is shorter. However, where an error or miscalculation, not a grievance, is discovered, the amount paid in error shall either be collected from or paid to the employee retroactively to the date of the error.

- 3.9 When settlement is reached at any stage of these procedures, such decision shall be final and binding, it being understood that no decision or settlement will be made unless the President or Vice-president or Chief Steward of the Union, is aware of the terms of the settlement.
- 3.10 The fees and expenses of the Chairman of the Arbitration Board shall be shared equally by the Company and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- 3.11 The decision of a majority of the Arbitration Board is the award of the Arbitration Board and such awards shall be final and binding upon the parties and the employees.
- 3.12 The aggrieved employee may be present during any steps of the grievance procedure should the Company, Union or the employee so desire.

ARTICLE 4 - WAGES

- 4.1 Attached to this Agreement shall be the Wage and Classification Schedule, which is an integral part of this Agreement.
- 4.2 An employee required to fill another job paying a higher rate of pay temporarily shall receive the higher rate of pay, but should any employee be required to fill a job paying a lower rate of pay temporarily, his regular rate shall not be changed.
- 4.3 When an employee is transferred or promoted permanently to a higher rated job, it will be necessary for the employee to demonstrate competence in the performance of the job before the new rate of pay is received as provided in the wage classification schedule. It is mutually recognized that the period of time before an employee demonstrates competence will differ from employee to employee and from job to job, however, it will generally not exceed four-hundred and eighty (480) hours worked in the new position. Competence will be determined by the Company.

- 4.4 All employees shall be paid regularly weekly on every Friday, no later than twelve (12) noon. Should a pay-day, however, fall on a paid holiday, it is agreed that the earliest previous banking day shall become pay-day. Employees will be given the option of direct bank deposit or standard pay cheque.
- 4.5 When due to gang reduction, lay-offs in the plant, an employee is assigned to a lower rated job, he shall receive the rate of pay of the job he left for the duration of the assignment when the assignment is on a temporary basis, and for a period of not less than 720 hours worked when the assignment is permanent.
- 4.6 The pay slip of each employee shall show each of the following clearly and in a manner readily understandable to the employee:
- a) All regular hours worked and regular pay
 - b) All overtime hours worked and overtime pay
 - c) All "call-in" pay
 - d) All "emergency call-in" pay
 - e) All shift premium pay
 - f) All other monies paid, such as statutory holiday and/or vacation pay, meal allowances, etc.
 - g) An itemized list of any and all deductions and reasons deducted
- 4.7 The Company shall pay a shift premium as provided for in the Wage and Classification Schedule to all hourly rated employees for all hours worked on any shift commencing between 1400 hours and 0600 hours.
- 4.8 When a meeting date pertaining to a grievance has been agreed to by the Company and the Union, and such meeting is postponed at the convenience of the Company, then any employee coming in on scheduled time off to process the grievance shall receive the applicable wage rate for the amount of grievance hours.
- 4.9 The Company shall pay to all hourly rated employees a premium above their regular basic rate for all regular work performed on Saturday or Sunday. The premium to be calculated **as** follows:
- Prom 0001 hours Saturday to 2400 hours
Saturday - \$1.25 per hour
 - From 0001 hours Sunday to 2400 hours
Sunday - \$1.50 per hour

The foregoing shall not apply to any work performed on Saturday or Sunday for which overtime or Statutory Holiday rates are paid.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 Weekly hours of work shall be as reasonable and practicable over the entire plant as possible. The Company shall provide the Union with a schedule setting forth the normal daily hours of work for every department or for groups of individuals within a department indicating the normal times for work to begin and end on every day in the week. The hours of work may vary from department to department but for:

Eight (8) Hour Workers

Shall not total more than forty (40) hours per any payroll week, nor more than eight (8) hours per payroll day. A payroll week shall be from 0001 hours Sunday to 2400 hours Saturday. A payroll day shall be from 0001 hours to 2400 hours.

Twelve (12) Hour Workers

Shall not total more than thirty-six (36) hours in one payroll week, or in excess of forty-four (44) hours in the other payroll week, nor more than twelve (12) hours per payroll day. A payroll week shall be from 0001 hours Sunday to 2400 hours Saturday for the 12-12 shift and from 2001 hours Saturday to 2000 hours Saturday for the 8-8 shift. A payroll day shall be from 0001 hours to 2400 hours for the 12-12 shift and from 2001 to 2000 hours for the 8-8 shift.

It is understood that the Company will not unilaterally change employees to a compressed work week schedule or change the start and end times of an existing twelve (12) hour shift without the approval of the Union and the consent of the majority of the employees affected by such a change.

5.2 Eight (8) Hour Workers

- a) All hours worked in excess of forty (40) hours per payroll week up to and including forty-eight (48) hours shall be paid at 1 1/2 times regular rate.
- b) All hours worked in excess of forty-eight (48) hours per payroll week shall be paid for at two (2) times regular rate.

- c) All hours worked in *excess* of eight (8) hours per payroll day up to and including twelve (12) hours shall be paid for at 1 1/2 times regular rate.
- d) All hours worked in excess of twelve (12) hours per payroll day shall be paid for at two (2) times regular rate.

Twelve (12) Hour Worker

- a) All hours worked in excess of thirty-six (36) hours in one payroll week, or in excess of forty-four (44) hours in the other payroll week, shall be paid at one and one-half (1 1/2) times regular rate.
- b) All hours worked in excess of forty-four (44) hours in one payroll week, or in *excess* of fifty-two (52) hours in the other payroll week, shall be paid at two (2) times regular rate.
- c) All hours worked in excess of twelve (12) hours per payroll day **up** to and including sixteen (16) hours, shall **be** paid for at one and one-half (1 1/2) times regular rate.
- d) All hours worked in excess of sixteen (16) hours per payroll day, shall be paid for at two (2) times regular rate.

5.3 For the purpose of calculating overtime, the following will be computed:

- a) Hours paid for a paid holiday
- b) Hours paid for vacation
- c) Time lost due to Workers' Compensation
- d) Time spent in training seminars at the Company's request

An employee will not, under any circumstances, have any of his days off rescheduled to a paid holiday unless otherwise agreed by the employee and the Company.

5.4 Employees called for work shall be guaranteed four (4) hours pay for that day at the applicable rate plus any premiums, if they apply.

- 5.5 An employee who is especially called in to work in an emergency at any time outside of his normal working hours, shall be through when the emergency is over, but shall nevertheless receive a minimum of four (4) hours pay at his job rate and any overtime. An emergency shall be when an employee is asked in once punching the clock out.

Should a further emergency occur while the employee is at work, this will be deemed to be part of the original call-in. This will be confined to actual emergencies that occur while the employee is in the plant on an emergency call-in.

- 5.6 Any eight (8) hour employee called to work outside of his normally scheduled hours shall receive one and one half (1 1/2) times the regular rate of **pay** for those hours worked outside his normal scheduled hours.

The schedule may be altered from time to time to meet the needs of the business. However, the Company agrees that unless mutually agreed, no schedule shall be changed without twenty-four (24) hours notice. If a schedule is changed without such required notice, the employee will be paid as detailed previously in this Article.

An employee called to work on a twelve (12) hour shift schedule shall receive one and one-half (1 1/2) times the regular rate of **pay** for those hours worked outside his normal scheduled hours.

However, if the employee receives a minimum of twenty-four (24) hours notice of such change, he shall be paid at his regular rate for the duration of the twelve (12) hour shift or shifts.

- 5.7 Employees shall not be required, except in case of emergency to work more than five (5) hours without a meal period. An eight (8) hour employee required to work in excess of ten (10) hours or fourteen (14) hours in the case of the twelve (12) hour employee, will be provided with a meal allowance of \$10.00 (ten) to **be** included in the pay cheque or a meal (of approximate equivalent value) whichever is their choice.

- 5.8 Overtime will be allocated to the willing, available, qualified employee(s) performing work in the classification in which the overtime work is needed. This will be done on a rotation basis commencing with the senior employee and moving to the next senior employee(s). If employees cannot be found to perform the required overtime work, the Company may assign the junior, capable, qualified, available employee to perform the work. However, no eight (8) hour employee will, in any event, be required to work in excess of four (4) hours overtime in one (1) day, nor in excess of eight (8) hours overtime in any one (1) week and no twelve (12) hour employee will be required to work in excess of six (6) hours overtime in one (1) day, nor in excess of twelve (12) hours overtime in any one (1) week.
- 5.9 There shall be no pyramiding of overtime or premium rates. Where under this agreement two (2) or more categories of overtime and/or premium rates are applicable, they shall not be duplicated or compounded.
- 5.10 Any employee injured while performing his work, who leaves for medical aid arranged through a first aid attendant or Company official, shall be paid the difference between Worker's Compensation and pay for his scheduled hours lost on the day of the accident.
- 5.11 A relief employee required to work a twelve (12) hour shift schedule shall be paid for their hours on the basis of their schedule at the start of the payroll week.

ARTICLE 6: PAID HOLIDAYS

6.1 The days listed below shall be recognized as paid holidays. Employees covered by this Agreement shall receive their regular scheduled pay for that day. If an employee works on a holiday, in addition to receiving holiday pay, the employee will be paid at the rate of two (2) times the employee's regular hourly rate. Any employee whose scheduled day off falls on a paid holiday, shall be paid eight (8) hours at their regular rate of pay.

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Heritage Day
Labor Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

When Canada Day or Remembrance Day falls on a Saturday or Sunday, the Friday preceding will be recognized as the holiday in lieu of Saturday, and the Monday following will be recognized as the holiday in lieu of Sunday, except for employees who are on a continuous shift schedule in which case the actual day will be recognized.

- 6.2 a) If a paid holiday falls within the vacation period of an employee, the Company will either allow the employee concerned, an additional day's vacation with pay or shall pay the employee one (1) additional day's pay.
- b) If a paid holiday falls on a day an employee works, the employee may elect to take a day off, without pay, at a time mutually agreeable to the employee and the Company, provided a minimum of 24 hours notice has been given.
- 6.3 If an employee fails to report for work for his last scheduled shift prior to, and his next scheduled shift after such holiday, the employee will forfeit pay for the holiday(s) provided for in above, unless:

- a) by prior arrangement, consent by Management to take this time off has been granted.
- b) the absence is a direct result of a verifiable accident or verifiable sickness.

ARTICLE 7 - VACATION

7.1 The Company shall provide vacation with pay as follows:

- a) Employees with less than one (1) year of service on termination shall receive four (4) percent of their regular pay for the period of employment.
- b) Those employees with more than one (1) year of service on termination shall receive vacation pay calculated as a percentage of regular pay, from the date of termination back to January 1st of the calendar year of termination. The percentage rate shall be based on years of continuous service prior to January 1st of the calendar year of termination **as** follows.
 - (i) One (1) or more years of service - 4%
 - (ii) Five (5) or more years of service - 6%
 - (iii) Ten (10) or more years of service - 8%
 - (iv) Twenty (20) or more years of service - 10%
 - (v) Twenty-five (25) or more years of service - 12%
- c) Vacation entitlement for employees shall be based on years of service completed prior to January 1st of the calendar year in which the vacation is to be taken, as follows:
 - (i) In the first calendar year of an employee's service, the employee shall receive no annual vacation.

- (ii) In the second calendar year, the employee shall receive one (1) day's vacation for each month worked the previous year, up to a maximum of ten (10) working days, on the following scale:

January	10 days	July	6 days
February	10 days	August	5 days
March	10 days	September	4 days
April	9 days	October	3 days
May	8 days	November	2 days
June	7 days	December	1 day

An employee entering service after the fifteenth (15th) day of the month will be considered, for vacation entitlement purposes, to have entered the following month.

- (iii) One (1) or more years of service - ten (10) working days.
- (iv) Five (5) or more years of service - fifteen (15) working days.
- (v) Ten (10) or more years of service - **twenty (20) working days.**
- (vi) Twenty (20) or more years of service - twenty-five (25) working days.
- (vii) Twenty-five (25) or more years of service - thirty (30) working days.

d) One vacation day equals eight (8) hours.

- 7.2 Vacations may be granted at any time subject to the requirements of the business, but the Company will make a sincere effort to grant vacations at the time requested by the employee.
- 7.3 For the purpose of calculating vacation credit, illness certified by a practicing physician or surgeon, or leave of absence granted by the Company shall be considered as time on the payroll.
- 7.4 Employees shall receive their vacation pay on their last working day prior to commencement of their vacation.

- 7.5 Vacations will be based on forty (40) hours per week at the employee's assigned wage rate in effect at the time vacation is taken. Vacations for those employees who are not eight (8) hour workers will be **based** on hours of vacation versus **days** of vacation.
- 7.6 Effective January 1st of each year, the Company shall post a seniority list, showing vacation entitlement.
- 7.7 Vacations shall be granted within each department on a basis of seniority.
- 7.8 Any employee who is eligible for more than three (3) weeks vacation shall, except where otherwise mutually agreed between the employee, his supervisor and the Union, take his vacation in not less than two periods, of which no portion shall be less than a full week, nor more than three (3) weeks.
- 7.9 a) Each employee shall, prior to March 1st, post on the vacation list, the inclusive dates of his preference for the first portion of his vacation entitlement, Any employee who fails to post his preferred vacation period prior to March 1st and having been requested to do so by his supervisor, shall automatically and without exception, lose all preference to choices of vacation period resulting from his seniority.
- b) All employees affected under 7.9 (a) shall have seniority preference to vacation choice only among such employees.
- 7.10 Employees who, after January 1st and prior to the end of the calendar year, reach the service required to entitle them to an additional week of vacation in accordance with the vacation scale set out in Article 7.1 above, will become eligible for such additional week of vacation on completion of the required years of service. If circumstances permit, such week may be granted, without pay, earlier in the year. The employee to receive his vacation pay upon completion of the required service.
- 7.11 Vacations will be granted only in the vacation year in which they are due and may not be carried over to the following vacation year.

ARTICLE 8 - SENIORITY

- 8.1 A full-time regular employee will be considered to be on probation and will not be subject to the seniority provisions of this Agreement until the employee has completed nineteen (19) weeks of continuous service following the employee's first date of hire as a full-time permanent employee.

Until a probationary employee completes the probationary period, the employee may be terminated from the Company without recourse to the grievance procedure and the Company is under no obligation to rehire.

Upon completion of such probationary period, the employee's name will be placed on the seniority list. Except as otherwise provided in this Agreement, an employee's seniority date will be the first day of full-time permanent employment.

- 8.2 The Company shall maintain a revised seniority list which shall be posted on each plant bulletin board at the beginning of each quarter of the year.
- 8.3 The seniority rights of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when an employee:
- a) Voluntarily leaves the service of the Company or is discharged for cause.
 - b) After being laid off by the Company, fails to report to work when recalled or cannot be located after a reasonable effort on the part of the Company. The present method of contact, by telephone or notice by registered mail to the employee at the last known address, shall constitute a reasonable effort on the part of the Company, and if within two (2) working days, excluding Saturdays, Sundays and paid holidays, of receipt of such notice, the employee fails to report for duty, or advise of the date he will report, which shall not be in excess of seven (7) days from the date he received the notice, the Company shall be entitled to assume that said employee left the Company's service voluntarily. This shall not apply when the recall is for temporary employment (two weeks or less) where the employee may elect to remain laid off.

- c) Has been out of the Company's employ in excess of the allowable break periods set out below:
 - (i) Over sixty (60) days and less than Six (6) months service, an allowable break equivalent to one-half (1/2) of his length of service; or
 - (ii) Over six (6) months service, an allowable break equivalent to his length of service to a maximum of two (2) years.

An employee who returns to work within the allowable break period shall retain the seniority he had at the time he was laid off, but shall not accumulate additional seniority during the period of the lay-off.

8.4 An employee wishing to return to work following a non-Workers' Compensation accident or sickness, will be permitted to do so within the allowable break period corresponding to their seniority as set out in Article 8.3 (c), subject to the following:

- a) The employee must apply to the Company to return to work immediately upon becoming physically able to do so.
- b) Before an employee may return to work, they must first satisfactorily pass a medical examination by the Company Medical Officer if requested to do so. The Company agrees to pay any additional fees for such examinations.
- c) The employee will be returned to the job he held prior to his absence provided such job has not been permanently filled.
- d) If their previous job has been permanently filled, the employee will be assigned to a vacant position, provided that they are qualified to perform all aspects of the job as determined by the Company
- e) **If** there are no vacant positions available, the Company will assign the employee to the position held by a junior employee for which the returning employee is qualified to perform all aspects of this job. The displaced employee will be placed on lay-off.

- f) The employee will receive the wage rate for the classification of the job to which he is assigned.

Upon his return to the service of the Company, the employee will be credited with seniority for the period he was absent on the non-Workers' Compensation accident or sickness.

Where the allowable break period has expired and an employee is no longer eligible for reinstatement following a non-Workers' Compensation accident or sickness, the employee may apply for reinstatement and such application will be considered on its merits by the Company.

- 8.5 When an employee is transferred by the Company to a position outside the Bargaining Unit, and within twelve (12) months inclusive from such date is returned to the Bargaining Unit, the employee shall return to their former position without loss of seniority.

ARTICLE 9 - TRANSFERS AND PROMOTIONS

- 9.1 Promotions, transfers and vacancies within the Bargaining Unit shall be filled on the basis of seniority, provided that the employees possess the capability and qualifications to do the job (as advertised) as determined by the Company and have the ability to demonstrate competence reasonably quickly as discussed in 4.3.
- 9.2 However, in the event that there are no applicants or that none of the applicants have sufficient ability to perform the work in question, the Company reserves the right to fill the vacancy from any source.
- 9.3 All newly created positions and/or vacancies that occur in existing positions which the Company decides to fill, shall be posted for a period of one (1) week or two (2) weeks if there is no immediate need to fill the position. Employees interested in these open positions must inform the Human Resources Department of their interest by completing a bid form furnished by the Company, within the above-noted time frames.

In addition to the above procedure, the Human Resources Department of the Company will maintain a register of all full time classified positions in which employees covered by this Agreement may indicate an interest in making an application for a position when an opening does occur. When an opening does occur, a Representative of the Human Resources Department will contact the employee(s) who have indicated an interest in the open position to determine their availability and, if available, the Human Resources Representative will ensure the employee completes a bid form as provided for in the job posting procedure outlined above.

The Company will provide the Union with a copy of the job posting and furnish the Union with a list of the employees who have bid on the vacancy.

- 9.4 All employees with seniority shall have an equal right to apply for vacant positions in accordance with the procedures above

ARTICLE 10 - LAY-OFFS

- 10.1 In the event of a lay-off, the Company agrees that employees shall be laid-off in the reverse order of their seniority, provided that employees with no seniority have been laid off and that the remaining employees have the required qualifications and skills to perform the work assigned to them as defined by the Company.
- 10.2 In case it becomes necessary to increase the work force, for employees covered by this Agreement, persons on lay-off with seniority, will be recalled in the reverse order of lay-off, provided the person with the greater amount of seniority has the required qualifications and skills and can perform the duties assigned to them in a manner satisfactory to the Company.

- 10.3 In cases where it is necessary to secure workers in less time than the required notice, the Company, if unable to make contact with the senior eligible employee, may recall the next senior employee and so on down the list until the vacancies are filled. Should the senior employee subsequently report within the required time, he shall be given the work for which the next senior employee was recalled. It shall be the responsibility of each employee to notify the Company of all temporary or permanent changes in address. The Company will make a reasonable effort to contact the senior employee. Reasonable effort will be a notice by a telephone call or notice by registered mail to the employee at the last known address.
- 10.4 A displaced employee subject to lay-off in one classification will be given the opportunity to remain an employee in the following manner and in the following order;
- 1) The displaced employee will be moved to a vacant position for which the employee is presently qualified to perform.
 - 2) If no vacancy, **as** above, exists, the displaced employee will displace the junior employee performing a job the displaced employee is presently qualified to perform.
 - 3) If none of the above apply, the displaced employee will be given the opportunity of displacing the junior employee in the plant performing a job for which the displaced employee has the ability and capability as defined in article 9.1.
- 10.5 The Company shall notify the Union of any layoff in advance of the date of the layoff, and will provide the Union with **a** list of specific employees to be laid off immediately after informing employee(s) of the lay-off. The Company and the Union acknowledge that it is the Company's duty and right to first inform employees of a lay-off. For purposes of this paragraph only, employees shall be defined as full time regular employees who have successfully completed their probationary period.

ARTICLE 11 - LEAVE OF ABSENCE

11.1 Leave of absence, without pay, up to thirty (30) days, may be granted to an employee by the Company for good and sufficient reason upon application by the employee in writing. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the Company. Request for such leave shall be made in writing, stating the reason therefore, and must be agreed to by the Union and the Company.

In exceptional cases and in order to pursue educational opportunities and enhancements, consideration will be given to granting up to six (6) months leave of absence without pay.

11.2 Employees (not more than three (3) from the plant or one (1) from any department - two (2) from a department when the President or Chief Shop Steward is involved) to be chosen by the Union to attend Union business outside the plant shall be granted leave of absence not to exceed sixty (60) working days in any one (1) calendar year. The Union shall give the Company a written notice of one (1) week before exercising this prerogative with the exception of the President and Chief Steward, who will be required to give twenty-four (24) hours written notice.

11.3 An employee wishing to apply for a leave of absence for a parental obligation may be granted up to eighteen (18) weeks without pay and without loss of seniority. For a natural mother, this leave shall not be less than six (6) weeks immediately following the date of delivery. Such requests shall be made in writing not less than two (2) weeks from said leave.

11.4 Leave of Absence for Position with the Union

Employees not to exceed two (2) from the plant who are elected or appointed to a full-time position with the Union or a full-time position to represent the U.F.C.W. with the C.L.C. or one of its chartered bodies, shall upon proper notice be granted leave of absence, without pay, for a period not to exceed the term of this Agreement. Such employees, within one (1) month's notice of their desire to return to work with the Company shall, subject to their seniority, providing they can satisfactorily perform the required work, be placed on the job previously held, or one at an equal rate of pay. If the employee would not otherwise have retained his previous job and is not placed on a job he can satisfactorily perform, he shall be placed on a job he can satisfactorily perform subject to seniority. Those on such leave will accumulate seniority for a period up to six (6) months and in addition will retain the seniority possessed at the time such leave of absence was granted.

Leave of Absence for Public Office

Employees who are elected to Municipal Government, the Provincial Legislature or the Parliament of Canada shall, upon establishing need for same, be granted leave of absence without pay for a period not to exceed the duration of this Agreement. Within one (1) month's notice of their desire to return to work with the Company, such employees shall, subject to their seniority providing they can satisfactorily perform the required work, be placed on the job previously held or one at an equal rate of pay retaining the seniority possessed at the time such leave of absence was granted. If the employee would not otherwise have retained his previous job and is not placed on a job carrying an equal rate of pay, he shall, subject to seniority be placed on a job he can satisfactorily perform.

ARTICLE 12 - SAFETY AND WELFARE

- 12.1 a) The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment. Protective devices and other equipment deemed necessary to properly protect employees from injury shall be provided by the Company.

- b) If protective measures as provided by the Company are found to be not sufficient to protect clothing, the Company is to supply wearing apparel for all employees, always providing that the employee carries out instructions in connection with the operation and the protective measures so provided.
- c) First aid shall be available for employees at all times while at work. The area designated as the first aid station is the boiler house. There shall be on each shift **a** First Aid Advanced Certificate holder among its employees who shall be responsible for giving first aid. Such employee shall receive a premium over his regular rate as provided for in the Wage Schedule. Implementation of this clause shall be in accordance with Article 15.
- d) There shall be equal representation on the Safety Committee who shall meet at least once a month under **a** Chairman who shall be selected from among their number, on rotating basis. Union nominees shall not exceed one per department.

12.2 The Company shall provide the following benefits for each employee covered by this Agreement:

- Group Life Insurance
- Accidental Death and Dismemberment Insurance (AD & D)
- Alberta Health Care Insurance
- Supplemental Health Care Insurance
- Short Term (Weekly Indemnity) Disability Pay Plan
- Long Term Disability Pay Plan
- Dental Care Insurance

Each Benefit Plan provided to employees is described in detail in an official plan document which is hereto considered as part of this Agreement.

Each employee shall be provided with a summary of the provisions of each plan, instructions on claim procedures and appropriate claim forms.

12.3 It is agreed that the Weekly Indemnity and Salary Continuance Plan is to be amended to provide for:

- a) A continuation of the employee's wage at the following rates:
 - i) First five (5) days in the calendar year - continuation of employee's wage at 100% of his/her rate.
 - ii) Any days thereafter in the calendar year - continuation of employee's wage at 80% of his/her rate.

This "Short-Term Plan" will be paid for by the Company for a period of up to, but not exceeding, fifteen (15) weeks following a waiting period of three (3) working days and upon the production of a Doctor's certificate certifying that the employee is unable to perform or carry out work pertaining to their employment.

Benefits under the "Short Term Plan" will not be paid for any illness or disability covered by the Workers' Compensation Act or for any period of absence due to pregnancy, and shall be subject to Provincial and/or Federal legislation. The three (3) working day waiting period shall be waived in respect to an employee who is admitted as a hospital in-patient, or is involved in a verifiable accident.

If during an twelve (12) month period from the date of the original claim, there is a repetition of the same illness or accident, this will not be considered a new fifteen (15) week claim. The fifteen (15) week duration will be calculated on an aggregate basis.

- b) At the expiration of fifteen (15) weeks, 50% of gross earnings under an insured policy, hereinafter referred to as the "Long-Term Plan", and continuing thereafter for as long as the employee remains totally disabled up to age 65. Benefits received under this program shall be subject to Provincial and/or Federal legislation. Effective March 1, 1975, the Company agrees to share the cost of the Long-Term Plan on a 75-25 Company-employee basis respectively, and it shall be a condition of employment that employees are required to enroll in this plan.

- c) Details of the Long-Term Plan such as definitions of Disability, Rehabilitation Benefits, Conversion Privilege on termination of employment, Recurrence of Same or Related Disability and Exclusions will be contained in a Master Policy held by the Company.
- d) The Short-Term and Long-Term Plans effective April 1, 1966 and subsequent amendments shall continue in force during the life of this Agreement.

ARTICLE 13 - GENERAL

13.1 An employee summoned to appear in the Province of Alberta as a witness during court proceedings or to serve jury duty up to a maximum of ten (10) days, shall be paid the difference between what he would have earned for his regular hours and the fee received. The Company will require the employee to furnish a certificate of service from an officer of the court before making any payment under this Article. Whenever practicable, the employee will be required to attend for work during those working hours that he is not required to attend the court proceedings.

Employees should notify their supervisor or foremen immediately upon receipt of notice of jury duty or receipt of subpoena. Failure to do so could result in non-payment of difference.

13.2 If a death occurs in an employee's immediate family, the Company will pay up to twenty-four (24) consecutive hours at straight hourly time rates for any consecutive work days lost for the purpose of bereavement, with one (1) day being the day of the funeral. The immediate family for this purpose shall be deemed to consist of spouse, son, daughter, common-law spouse, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, step-children.

Provisions of this Article shall not apply to employees receiving holiday pay, vacation pay, sickness and accident benefits or who are on an authorized leave of absence without **pay**.

13.3 Lunchroom facilities will be provided.

- 13.4 Broken tools shall be replaced by the Company no later than thirty (30) days after notification by the employee to his department supervisor. In no case shall the replaced tools be of lesser value than those broken.
- 13.5 The Company will supply one change of clothing per week for all employees who currently do not receive such benefit. Provision for those employees receiving a clothing benefit will remain unchanged.
- Where the Company specifies work clothes for use in the plant, such work clothes will be supplied and laundered by the Company and will remain the property of the Company.
- 13.6 The Company agrees not to contract out any work usually performed by members of the Bargaining Unit if, as a result of such contracting out, a lay-off of any employees, other than "on-call" employees, follows. Any additional newly created jobs which are traditionally Bargaining Unit work will be considered as Bargaining Unit jobs.
- 13.7 Full-time employees who purchase CSA approved safety footwear for use on the job shall be reimbursed for the actual cost of the footwear, but in any case not more than sixty (\$60.00) dollars in a six (6) month period. All employees are required to wear CSA approved footwear.

ARTICLE 14 - "ON-CALL" EMPLOYEES

It is the intent of this Article to set out those terms and conditions within this Agreement that apply to "on-call" employees. For purposes of this Agreement, an "on-call" employee is a casual employee called in by the Company as production requirements dictate to perform work as a general labourer. Employees in this category are not guaranteed hours of work in any period. (i.e. day, week, month or year). The Union will be provided quarterly with a list of current active "on-call" employees.

- 14.1 Article 1 shall apply to "on-call" employees except that in those weeks where the weekly pay of the employee is less than the initiation fees or dues, no deductions will be made for initiation fees and dues.

- 14.2 Article 2 shall apply to "on-call" employees.
- 14.3** The employment status of "on-call" employees is not subject to the grievance procedure.
- 14.4** Employees in this category shall be paid in accordance with the Wage and Classification Schedule specified in Article 4.1. Article 4.3 dealing with transfers shall not apply to "on-call" employees. The remainder of Article 4 shall apply to "on-call" employees.
- 14.5** Article 5 shall apply except that nothing contained therein shall be construed to suggest that "on-call" employees are guaranteed any specific number of hours of work.
- 14.6** All paid holidays shall be paid on the basis of 1/32 of a day's pay for each hour worked in a week with one holiday or 1/24 of a day's pay for each hour worked in a week with two (2) holidays. If an employee fails to report for work the day prior *to*, or the day following, a paid holiday when scheduled to do so, the employee will forfeit pay for the holiday.
- 14.7** "On-call" employees shall receive *vacation* pay calculated at four (4) percent of **pay** earned in the pay period as part of their pay cheque for the pay period. No other provisions related to Article 7 shall apply to "on-call" employee.
- 14.8** Article 8 does not apply to "on-call" employees.
- 14.9** Article 9 does not apply to "on-call" employees.
- 14.10** Article 10 does not apply to "on-call" employees and nothing contained herein shall require the Company to maintain any specified number of "on-call" employees.
- 14.11** Article 11 does not apply to "on-call" employees.
- 14.12** **Only** section 12.1 a, b and c applies to "on-call" **employees.**

Article 13.5 dealing with lunchroom facilities shall apply to "on-call" employees.

Article 19 of the Agreement does not apply to "on-call" employees.

14.13 There will be a limit of ten (10) "on-call" employees in a department at any one day and a limit of fourteen (14) in the total plant at any one day.

14.14 The Company and the Union will mutually agree upon a larger number of "on-call" employees during shutdowns. It being understood that the Company will not force permanent employees to take their vacations during this time.

ARTICLE 15 - FIRST AID

15.1 The Company and the Union hereby mutually agree to co-operate fully in the matter of arranging for personnel qualified in first aid to be available on each shift. The Union will encourage their members to apply for training or re-training in the case of employees holding a recognized first aid certificate. A minimum of five (5) persons is required and it is recognized by both parties that if sufficient personnel are not available, it will not be possible to fully implement the spirit and intent of the clause.

15.2 It is agreed that the minimum qualification shall be the holding of a valid St. John's Ambulance Advanced Certificate in first aid.

15.3 The selection and number of personnel will be made by the Company following consultation with the Union.

ARTICLE 16 - QUALIFICATIONS

16.1 Refinery Special Operator

These employees are required to possess a minimum qualification of 4th Class Steam Engineer's Certificate and are responsible for the operations of equipment related to the Refinery Division.

16.2 Maintenance

a) Maintenance employees classified as skilled and above and who have completed six (6) months of service at that level will be paid at two (2) labor grades above their former wage rate.

- b) Journeyman (Grade 24) - Employees in this category must possess recognized trade qualifications such as millwrights, machinists, welders, carpenters, mechanics, plumbers, electricians or steam fitters.
- c) Skilled (Grade 16) - These employees require no formal qualifications but must be able to satisfactorily perform maintenance tasks, Such determination shall be at the sole discretion of Management.
- d) Semi-skilled (Grade 8) - These employees require no formal qualifications or experience but must, in the opinion of Management, demonstrate an aptitude and/or ability for mechanical work.
- e) Apprentices - Employees in this category must demonstrate the ability for mechanical work and shall be paid in accordance with the Wage and Grade schedule.

16.3 The requirements and the number of personnel in the various maintenance categories, shall be at the discretion and need of Management, subject to the right of **appeal** by the Union through the grievance procedure. Any employee undertaking apprenticeship training leading to Journeyman qualification at the request of the Company shall, upon successfully completing such training, and once in receipt of a Journeyman ticket, be placed in the journeyman category.

ARTICLE 17 - POWER ENGINEERS

The following is to form an integral part of this Agreement with respect to power engineers:

- 17.1 It is expressly understood that when a power engineer wishes to terminate their employment for any reason whatsoever, they will give to the Company a minimum of fourteen (14) days clear notice.

17.2 Power engineers will be responsible for the inspection, repair, maintenance, and safe and efficient operation of all plant utilities and services as determined by Management, including, but not limited to:

- a) Incoming city water
- b) Sewer discharge
- c) Fire lines and equipment
- d) Steam and condensate systems
- e) Compressed air systems
- f) Refrigeration systems
- g) Hydrogen systems
- h) Nitrogen systems

17.3 Should relief engineers be hired, they shall be paid on an hourly basis. The Company may, at their discretion, supplement this pay if such be necessary in order to obtain the services of a relief engineer. Such supplement shall not be considered as a contravention to the regular engineers' salary contract.

17.4 It is further understood that, should the Company, for any reason whatsoever, other than dismissal for just cause, wish to terminate a power engineer's employment, it shall give the engineer a minimum of fourteen (14) days clear notice, or in lieu of, ten (10) days' severance pay.

ARTICLE 18 - LABORATORY STAFF'

18.1 Personnel hired as laboratory trainees will be employed at the trainee rate.

18.2 After successfully completing a minimum of three **(3)** full months, but no more than twelve (12) full months of training, personnel will be classified as a laboratory technician, providing they can satisfy the laboratory supervisor that they can perform all tests and calculations proficiently.

ARTICLE 19 - SEVERANCE PAY

When the introduction of new equipment makes a material change which is expected to result in the elimination of a department or a job in the plant or a reduction in the number of employees in the plant, the Company will inform the Union of such change as much in advance as possible of the contemplated change and the parties will discuss what is expected to take place and how the matter may best be handled. Employees who have one or more years of seniority who are affected by such change and who cannot be placed in a job in the plant, will receive severance pay in accordance with severance pay provisions below.

When as **a** direct result of the introduction of new equipment an employee's job is eliminated, the Company will make every effort to re-train the displaced employee in another job in the plant.

When as a direct result of the introduction of new equipment **a** job is discontinued and the incumbent is transferred to a lower rated job or when the incumbent in **a** job that is reduced in value following a technological innovation continues on the changed job, his rate shall not be reduced for a period of twelve (12) months including lay-off provided that the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job or jobs he is performing.

Plant Closing - Severance Pay

If it becomes necessary to close the plant or a portion of the plant and it is not expected that those affected will be re-employed, a separation allowance will be paid to employees who have one or more years of seniority subject *to* the following:

- 1) They are employees of the Company within the terms of the Collective Agreement at the time of the shut-down.
- 2) They have not refused an offer of employment in the Company in the same plant or in another unit of the business, the location of which is reasonably accessible to the location of the place of employment from which the employee is being separated.
- 3) They have not been granted retirement or pension.



- 4) In order to qualify for separation allowance, employees will continue to work in a satisfactory manner as long as required.

Employees who accept separation pay under the provisions of this clause shall on so doing terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

Provide for a contingency fund to cover benefit provisions of 5% of the gross amount of severance pay received by an employee.

In the event of a plant closing under this provision, the Company will give the Union as much notice as possible in advance of the contemplated closing and the parties will discuss what is expected to take place and how the matter may best be handled.

Separation allowance shall be 1.25 weeks' pay per year of completed service. Incomplete years will be paid on a pro-rated basis.

Severance pay shall be paid in one sum. The full amount will be paid **at** the time an employee is severed unless the employee elects to delay receiving the severance pay. In that event, the full amount will be paid immediately upon request of the employee, but in no case later than twelve (12) months following eligibility for the severance pay. No interest shall accrue.

ARTICLE 20 - DURATION OF AGREEMENT

This Agreement which supersedes all previous Agreements written or implied, will continue in effect from and including the 1st of September, 1991 to and including the 31st of August 1994, and unless either party notifies the other party, in writing, of its desire to amend or terminate the Agreement, it will remain in effect from year to year thereafter. Notice of amendment or termination shall only be given during a period of one hundred and twenty (120) to sixty (60) days preceding the 31st of August 1994, or any succeeding anniversary date.

ARTICLE 21 - WAGES AND CLASSIFICATIONS

- a) Shift premium - \$0.60 per hour
- b) First aid premium:
 - Standard Certificate - \$45.00 per month
 - Advanced Certificate - \$75.00 per month
- c) There shall be four (4) departments within the scope of the Company's operation, to be known as:
 - (i) Crushing
 - (ii) Refinery
 - (iii) Packaged Products
 - (iv) Plant Services/Utilities
- d) (i) A joint Committee consisting of three (3) members of the Bargaining Unit, which may include an outside representative of the Union and Management, shall meet to discuss and negotiate the rate of wages for any new positions or classification which may occur during the life of this Agreement. Said Committee shall within seven (7) working days after the establishment of such position, hand down its decision, the rate agreed is to be effective from the date of establishment of the position. Should the parties be unable to agree, the matter may proceed through the grievance procedure outlined in this Agreement.
- e) (ii) A joint Committee consisting of three (3) members of the Bargaining Unit, which may include an outside representative of the Union and Management, shall meet to discuss and negotiate the rate of wages for any classification which may undergo a significant change during the term of this Agreement. Should the parties be unable to agree, the matter may proceed through the grievance procedure outlined in this Agreement.

APPRENTICES

Effective September 1, 1988, the following rates will apply:

Year 1	60%	Journeyman Rate
Year 2	70%	Journeyman Rate
Year 3	80%	Journeyman Rate
Year 4	90%	Journeyman Rate

All employees who undertake an apprenticeship, shall have their wage rate "red circled" at the rate the employee was paid immediately prior to commencement of the apprenticeship.

On-Call Rates

A rate of \$7.25 per hour is established for "on-call" employees hired after November 1, 1991.

Gender

Throughout this Agreement, the singular shall include the plural and the masculine gender shall include the feminine gender, or vice versa, as the context of this Agreement may require.

BENEFIT CHANGE DURING TERM OF AGREEMENT

1. Dental Plan

September 1, 1991

- a) Update the fee schedule.
- b) Maximum benefit \$2,000.

September 1, 1992

- a) Update the fee schedule.
- b) Maximum benefit \$2,000.

September 1, 1993

- a) Update the fee schedule.
- b) Maximum benefit \$2,000.

2. Long-Term Disability

- a) Maximum benefit level \$2,000.
- b) Premium shared 75% - 25%.
(Company - Employee)

3. Life Insurance

- a) ~~Maximum~~ benefit level \$40,000.
- b) Premium shared 50% - 50%.

4. Bill Direct Plan (Drug Card)

- a) Premium Shared 60% - 40%.
(Company - Employee)
- b) Effective January 1, 1992, premium increases will be shared 50% - 50%.

5. Vision Care

- a) Maximum benefit \$150 every two (2) years.

6. Alberta Health Care

- a) Effective January 1, 1992, premium increases will be shared 50% - 50%.

7. Blue Cross Medical and Dental

- a) Effective January 1, 1992, premium increases will be shared 50% - 50%.

8. Accidental Death and Dismemberment

- a) Maximum benefit level \$40,000.
- b) Premium shared 50% - 50%.

CANBRA FOODS LTD.

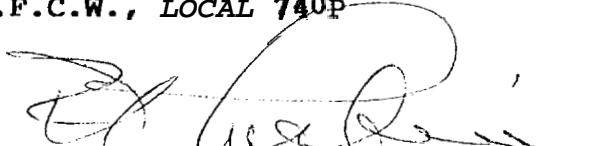
WAGE AND GRADE SCHEDULE

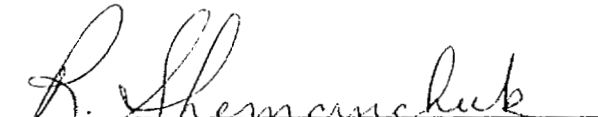
	<u>Grade</u>	<u>Sept. 1/91</u>	<u>Sept. 1/92</u>	<u>Sept. 1/93</u>
		\$	\$	\$
<i>Refinery</i>				
Lab Analyst	20	\$16.400	\$16.950	\$17.500
Special Operator	20	\$16.400	\$16.950	\$17.500
Lead Operator	14	\$15.350	\$15.900	\$16.450
Lab Technician	12	\$15.000	\$15.550	\$16.100
Operator	8	\$14.300	\$14.850	\$15.400
Lab Trainee	8	\$14.300	\$14.850	\$15.400
Bleach Operator	7	\$14.125	\$14.675	\$15.225
Tankcar Operator	6	\$13.950	\$14.500	\$15.050
Vacuum Truck Operator	6	\$13.950	\$14.500	\$15.050
Lab Tester	4	\$13.600	\$14.150	\$14.700
Labourer	2	\$13.250	\$13.800	\$14.350
<i>Crushing</i>				
Special Operator	20	\$16.400	\$16.950	\$17.500
Lead Operator (Extraction)	16	\$15.700	\$16.250	\$16.800
Lead Operator (Seed/Scalehouse)	14	\$15.350	\$15.900	\$16.450
Operator (Prep)	10	\$14.650	\$15.200	\$15.750
Operator (Seed)	8	\$14.300	\$14.850	\$15.400
Bulk Loader	6	\$13.950	\$14.500	\$15.050
Labourer	2	\$13.250	\$13.800	\$14.350
<i>Packaged Products</i>				
Co-ordinator	TBA			
Production Tech I	17	\$15.875	\$16.425	\$16.975
Production Tech II	13	\$15.175	\$15.725	\$16.275
Production Tech III	10	\$14.650	\$15.200	\$15.750
Production Tech Trainee	6	\$13.950	\$14.500	\$15.050
Labourer	2	\$13.250	\$13.800	\$14.350

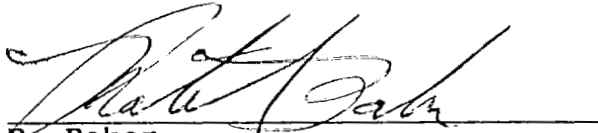
	<u>Grade</u>	<u>Sept. 1/91</u> \$	<u>Sept. 1/92</u> \$	<u>Sept. 1/93</u> \$
<u>Plant Service/Service</u>				
2nd Class Engineer	34	\$18.850	\$19.400	\$19.950
2nd Class Engineer (Temp Certificate)	32	\$18.500	\$19.050	\$19.600
Master Electrician	32	\$18.500	\$19.050	\$19.600
3rd Class Engineer	28	\$17.800	\$18.350	\$18.900
Co-ordinator (Maintenance)	26	\$17.450	\$18.000	\$18.550
Pressure Welder	26	\$17.450	\$18.000	\$18.550
Machinist	24	\$17.100	\$17.650	\$18.200
Millwright	24	\$17.100	\$17.650	\$18.200
Journeyman	24	\$17.100	\$17.650	\$18.200
4th Class Engineer	20	\$16.400	\$16.950	\$17.500
Skilled	16	\$15.700	\$16.250	\$16.800
Semi-Skilled	8	\$14.300	\$14.850	\$15.400
Tool Crib/Seed Treater	6	\$13.950	\$14.500	\$15.050
Tool Crib Trainee	4	\$13.600	\$14.150	\$14.700
Labourer	2	\$13.250	\$13.800	\$14.350

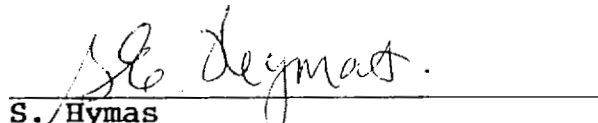
THIS AGREEMENT, dated and signed at the City of Lethbridge,
this 1^o day of December 1991.

ON BEHALF OF U.F.C.W., LOCAL 740P

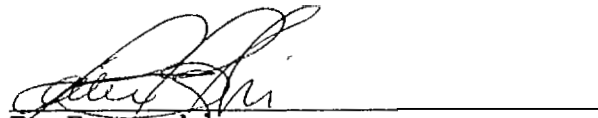

N. E. Leclaire

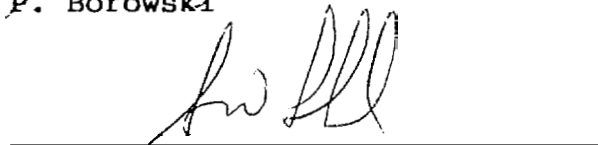

R. Shemanchuk

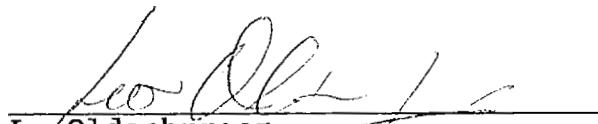

R. Baker

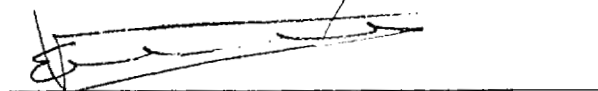

S. Hymas

ON BEHALF OF CANBRA FOODS LTD.


P. Borowski


S. Felske


L. Oldenburger


E. Vandist

LETTER OF UNDERSTANDING

ALTERNATE 12 HOUR SHIFT SCHEDULE FOR LAB EMPLOYEES

(8:00 P.M. TO 8:00 A.M.)

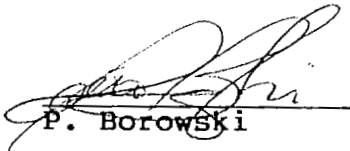
It is hereby expressly agreed between the parties hereto that, for the above sole purpose, the following shall constitute part of the Collective Agreement currently in force between the parties.


- a) A payroll week shall be from 2001 hours Saturday to 2000 hours Sunday.
- b) A payroll day shall be from 2001 hours to 2000 hours.
- c) This shift schedule will be implemented on a six (6) month basis.
- d) This arrangement may be cancelled by either party upon thirty (30) days written notice.

Dated at Lethbridge, Alberta, **this** 10 day of December 1991.

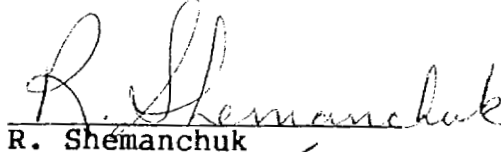
On behalf of
CANBRA FOODS LTD.

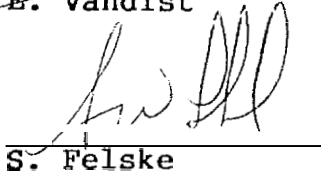
On behalf of
U.F.C.W., Local 740P.

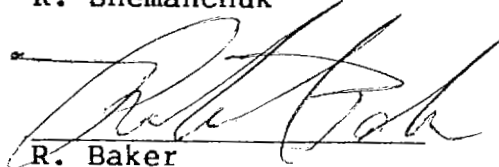

P. Borowski

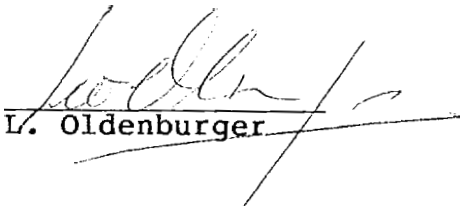

N.E. Leclaire

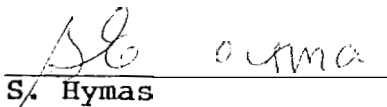

E. Vandist


R. Shemanchuk


S. Felske


R. Baker


L. Oldenburger


S. Hymas

LETTER OF UNDERSTANDING

ALTERNATE 12 HOUR SHIFT SCHEDULE FOR REFINERY LEAD OPERATOR

(8:00 P.M. TO 8:00 A.M.)

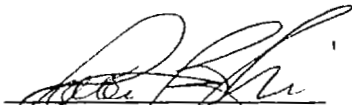
It is hereby expressly agreed between the parties hereto that, for the above sole purpose, the following shall constitute part of the Collective Agreement currently in force between the parties.

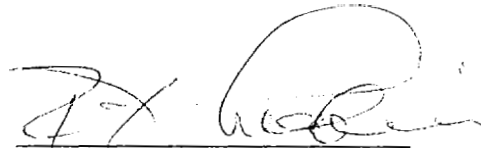
- a) A payroll week shall be from 2001 hours Saturday to 2000 hours Saturday.
- b) A payroll day shall be from 2001 hours to 2000 hours.
- c) This shift schedule will be implemented on a six (6) month basis.
- d) This arrangement may be cancelled by either party upon thirty (30) days written notice.

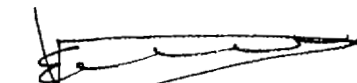
Dated at Lethbridge, Alberta, this 10 day of December 1991.

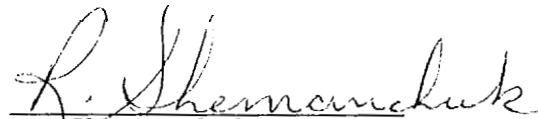
On behalf of
CANBRA FOODS LTD.

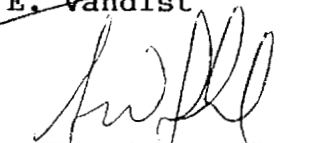
On behalf of
U.F.C.W., Local 740P.

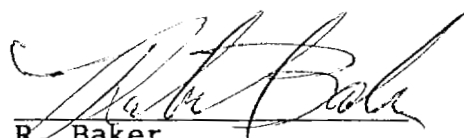

P. Borewski

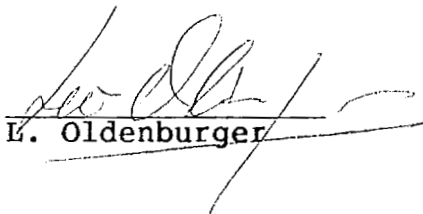

N.E. Leclaire

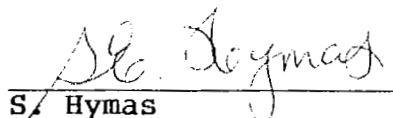

E. Vandist


R. Shemanchuk


S. Felske


R. Baker


L. Oldenburger


S. Hymas


LETTER OF UNDERSTANDING
ALTERNATE 12 HOUR SHIFT SCHEDULE FOR
REFINERY SPECIAL OPERATORS
(8:00 P.M. TO 8:00 A.M.)

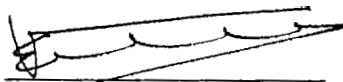
It is hereby expressly agreed between the parties hereto that, for the above sole purpose, the following shall constitute part of the Collective Agreement currently in force between the parties.


- a) A payroll week shall be from 2001 hours Saturday to 2000 hours Saturday.
- b) A payroll day shall be from 2001 hours to 2000 hours.
- c) This shift schedule will be implemented on a six (6) month basis.
- d) This arrangement may be cancelled by either party upon thirty (30) days written notice.


Dated at Lethbridge, Alberta, this 10 day of December 1991.

On behalf of
CANBRA FOODS LTD.


P. Borowski

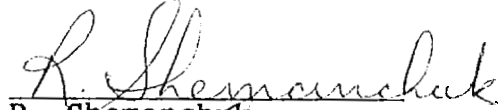

E. Vandist

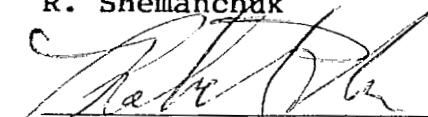

S. Felske



L. Oldenburger

On behalf of
U.F.C.W., Local 740P.


N.E. Leclaire


R. Shemanchuk


R. Baker


S. Hymas

LETTER OF UNDERSTANDING

PAGER

It is hereby expressly agreed between the parties hereto, that for the purpose of the pager system, two (2) distinct maintenance groups as designated by the Company, will exist; one in the Packaged Products area and one in the Refinery/Crushing/Plant Services area. Each of the two (2) groups will have one (1) pager system and all millwrights/mechanics/skilled and apprentices, who have completed their second year of schooling and time, in both maintenance groups will carry an electronic pager during off hours and hold themselves available for emergency "call-ins" in accordance with the following provisions:

- [a) The scope of the work is to be limited to actual emergencies that occur in the plant during those hours outside of their regular scheduled working hours.
- (b) Packaged Products millwrights/mechanics/skilled employees will be required to be on the Packaged Products rotation roster only and Refinery/Crush/Plant Services millwrights/mechanics/skilled employees will be required to be on the Refinery/Crush/Plant Services rotation roster only.
- (c) In the Refinery/Crushing/Plant Services area, the rotation will be Thursday to Thursday.
- (d) In the Packaged Products area the pager will be carried only when required, i.e. weekends and statutory holidays may not require coverage. This determination will be at the discretion of the Company and therefore the rotation of this system will be flexible.
- [e) Only the Packaged Products group will be required to work the second shift as well as carry a pager.
- (f) All employees involved will have their turn in order in the rotation until the list is exhausted and the rotation commences again. A list showing the order and date of rotation will be provided by the Company.
- (g) Compensation for carrying the pager will be paid as follows:
 - 1. Sunday through Saturday - 3/4 hour at Canbra Journeymen rate per day except as per item 2 below.

2. Statutory Holiday Week - 1 1/2 hours at Canbra Journeymen per statutory day during the assigned week period.

- (h) Actual time spent on a "call-in" shall be compensated in accordance with the provisions of the existing Agreement.
- (i) If the number of millwrights/mechanics/skilled on the pager rotation list is reduced to less than three (3) for Packaged Products or less than seven (7) for Refinery/Crush/Plant/Plant Services then the Company agrees that it will revert to voluntary participation in that section only. In no event will an employee be required to carry a pager for two (2) weeks in a three (3) consecutive week period without mutual consent.
- (j) Changes to either rotation will be made, if possible, well in advance with the respective Maintenance Foreman/Supervisor.
- (k) If mutually agreeable, employees of other trade categories may place themselves on this pager rotation in either section.
- (l) New trade personnel will not be placed on the pager rotation until six (6) months after date of hire.

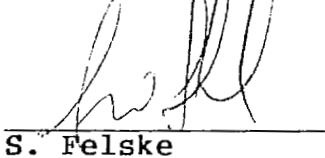
Dated at Lethbridge, Alberta, this 10 day of

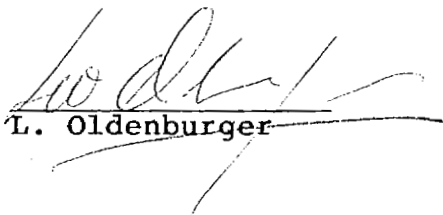
1st Dec **La--** 1991.

On behalf of
CANBRA FOODS LTD.


P. Borowski

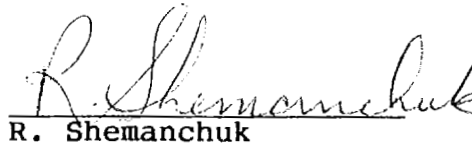

E. Vandist

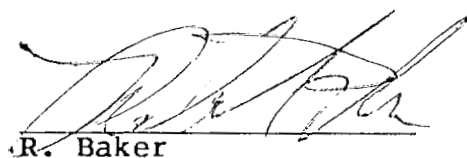

S. Felske

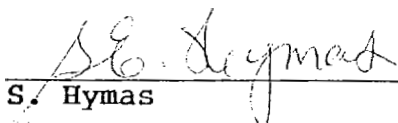

L. Oldenburger

On behalf of
U.F.C.W., Local 740P.


N.E. Leclaire


R. Shemanchuk


R. Baker


S. Hymas

LETTER OF UNDERSTANDING

DESIGNATED LEADHAND

It is hereby expressly agreed between the parties hereto that, for the above sole purpose, the following shall constitute part of the Collective Agreement currently in force between the parties.

- (a) Employees designated by the Company to act as Leadhands will be paid a premium in the amount of \$0.50/hour above the regular hourly rate for all hours worked while assuming Leadhand responsibilities. This will be paid strictly as a "premium"; that is, it will be paid in addition to other premiums and overtime rates, but will not be pyramided.
- (b) The duties of a Leadhand will be assigned by the Department Managers. These duties will include giving instruction to employees assigned to the Leadhand and coordinating their activities to achieve the objectives directed by Management, however, will not include the discipline of other Bargaining Unit employees.

Specific responsibilities and duties of the designated Leadhands will be assigned by Supervisory or Management Staff and may include the following:

- i) Maintain pre-arranged production schedules, ensuring quality and quantity standards are met.
- ii) Ensure Company policies and procedures are adhered to.
- iii) Re-schedule production and re-assign personnel as directed by Management to minimize production downtime and optimize productivity.
- iv) Ensure all log books, reports, schedules, etc. are filled out as required.
- v) Coordinate as necessary to handle maintenance problems in a timely and effective manner.

vi) Contact Department Supervisor/Manager as required to handle production or personnel problems arising within the work area. Personnel problems will relate to replacement of employee absences, injuries, illnesses or other unusual occurrences and safety as it affects employees.


(c) It is understood that the designation must be mutually agreeable to both parties involved.

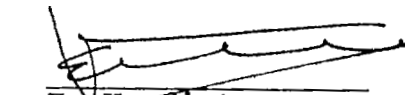
Dated at Lethbridge, Alberta, this 10 day of
December 1991.

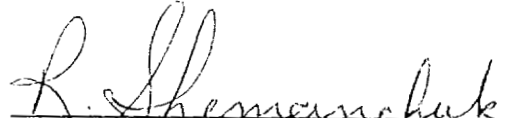
On behalf of
CANBRA FOODS LTD.


P. Borowski

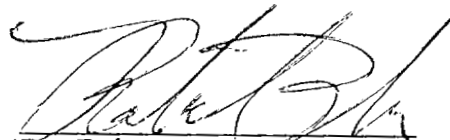
On behalf of
U.F.C.W., Local 740P.



N.E. Leclaire

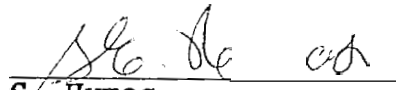

E. Vandist


R. Shemanchuk


S. Felske


R. Baker


L. Oldenburger


S. Hymas

LETTER OF UNDERSTANDING

EARLY RETIREMENT PROVISION

It is hereby expressly agreed between the parties hereto that, for the above sole purpose, the following shall constitute part of the Collective Agreement currently in force between the parties until September 1, 1992.

Employees who, after attaining the age of sixty (60) years, and prior to reaching the **age** of sixty-five (65) years, wish to retire may do so and receive a supplementary pension allowance provided by the Company as follows:

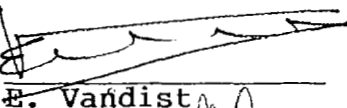
- a) Allowance to be calculated on the basis of 2 1/4 weeks per each year of full service at regular pay.
- b) The employee must provide the Company with a minimum of sixty (60) days notice of his intention or some mutually agreed time frame.
- c) Employees must have attained the age of sixty (60) years by September 1, 1992.
- d) The supplementary allowance may be deferred at the employee's option.

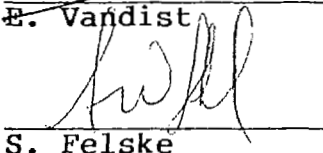
This benefit will be provided addition to any other Company or Government Pension provisions.

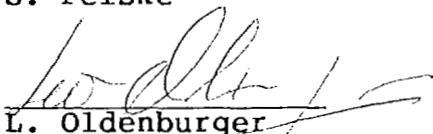
Dated at Lethbridge, Alberta, this 10 day of December 1991.

On behalf of
CANBRA FOODS LTD.

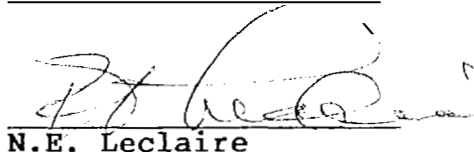

P. Borowski



E. Vandist

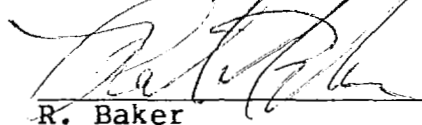

S. Felske

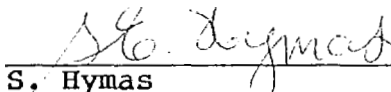

L. Oldenburger

On behalf of
U.F.C.W., Local 740P.


N.E. Leclaire


R. Shemanchuk


R. Baker


S. Hymas

LETTER OF UNDERSTANDING

INTERPRETATION ARTICLE 5.6

The parties hereby agree to the following interpretation respecting Article 5.6.


Where an employee is called to work without twenty-four (24) hours notice, prior to the commencement of his scheduled shift and where this work extends to the start time of his schedule shift, his pay will be calculated as follows:

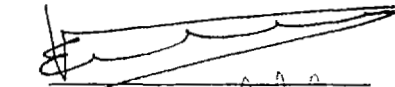
- a) He will be paid at the rate of one and one-half (1 1/2) times his regular rate of pay for the hours worked prior to the commencement of his scheduled shift.
- b) He will be paid at his regular rate of pay for such additional time required that when adding together with the actual time worked prior to the commencement of his scheduled shift, the total time worked is equal to the number of hours within his scheduled shift for that day.
- c) If the employee is required to work beyond the number of hours described in a) and b) above, he will be paid the applicable overtime rate.

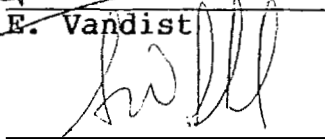
Where an employee is required to comply with a new weekly or monthly schedule without being given twenty-four (24) hours notice of such change, the first full shift will be paid at one and one-half (1 1/2) times his regular rate of pay.

Dated at Lethbridge, Alberta, this 10 day of December 1991.

On behalf of
CANBRA FOODS LTD.

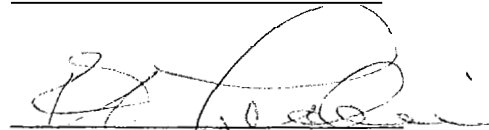

P. Borowski

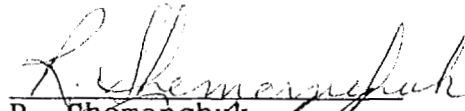

E. Vandist

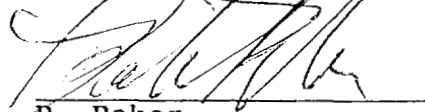

S. Felske

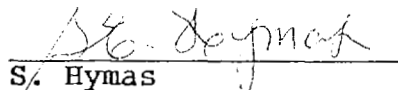

L. Oldenburger

On behalf of
U.F.C.W., Local 740P.


N.E. Leclaire


R. Shemanchuk


R. Baker


S. Hymas

LETTER OF UNDERSTANDING

DOUBLE - TIME

It is hereby expressly agreed between the parties hereto that, for the above sole purpose, the following shall constitute part of the Collective Agreement currently in force between the parties.


- a) For the period of December 1, 1991 through to May 31, 1993 inclusive, overtime at two (2) times the regular rate of pay will not be paid as detailed in Article 5.2 but rather will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

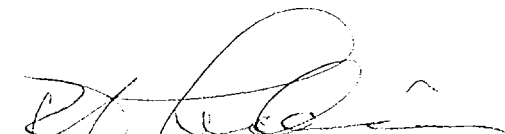
This letter expires at twelve (12) midnight on May 31, 1993.

Dated at Lethbridge, Alberta, this 10 day of
December 1991.

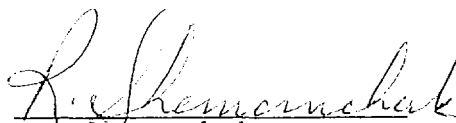
On behalf of
CANBRA FOODS LTD.

On behalf of
U.F.C.W., Local 740P.

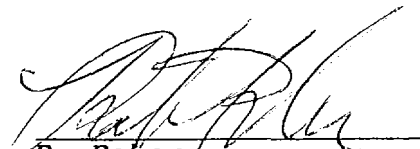

P. Borowski

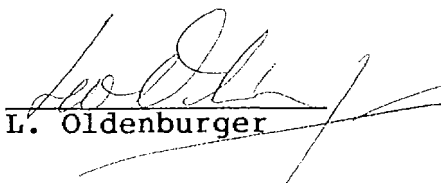

N.E. Leclaire

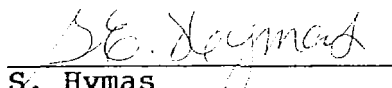

E. Vandist


R. Shemanchuk


S. Felske


R. Baker


L. Oldenburger


S. Hymas