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No. OF EMPLOYEES	14		
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COLLECTIVE AGREEMENT

BETWEEN

Canada Packers Inc.,
Shur-Gain Division
Truro, Nova Scotia

hereinafter called "The Company"

AND

National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada (CAW - Canada)
Local 2216

hereinafter called "The Union"

ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to provide orderly collective bargaining between the Company and its **employees** covered by **this** Agreement through the Union, to secure the prompt and fair disposition of grievances, to eliminate interruptions in the Company's operation and to provide fair wages, hours of work and working conditions.

ARTICLE 2 - RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for all employees of Shur-Gain, a Division of Canada Packers Inc., employed at its feed mill at Truro, Nova Scotia excluding lead hands and those above the rank of lead hand, office and sales staff.

ARTICLE 3 - PART-TIME EMPLOYEES

Part-time employees, that is, persons employed for twenty-four (24) hours weekly or less, are eligible for membership in the Union but **are** not entitled to the provisions of Articles 9 to 16 inclusive and Articles 18, 19, 21 and 22 of this Agreement, except that:

- (a) Part-time employees will be paid one and one-half (1½) times their regular rate for **all** hours worked in excess of eight (8) hours per shift.

W.V. - 5 (b)

Part-time employees will be eligible for **pay** for vacations and public holidays **as** provided in the Canada Labour Code.

Part-time employees will not be used where it is practical to employ full-time employees. Where the work performed by part-time **employees** can be satisfactorily combined to permit the employment of a full-time employee, this will be **done** provided the full-time employee can satisfactorily perform the required work.

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ARTICLE 4 - UNION SECURITY

4.1 The Company agrees to deduct from the wages of employees hired after ratification of this Agreement the initiation fee due from them to the Local Union. Such deduction shall be made on the first pay day of the calendar month following the date on which the employees complete their probationary period and shall be forwarded to the designated officer of the Local Union by the end of the month in which the deduction was made.

4.2 The Company agrees to deduct from the wages of employees an amount equal to the regular monthly Union **dues**, which will be calculated on the basis of two times the employee's regular hourly rate in the week in which the dues are deducted.

Such deductions shall be made from the first pay period in each calendar month and shall be forwarded to the designated officer of the Local Union by the end of the month for which the deduction was made.

4.3 The Union agrees to save the Company from all and any claims which may arise as a result of such deduction and payment.

4.4 The Company and the Union agree not to discriminate against any employee because of race, colour, creed or sex.

4.5 The Company agrees to permit Union officers, who are employees of the Company, to put notices of Union meetings or of other matters of interest to Union members upon a bulletin board customarily used for such purpose provided all such notices are first approved by the Production Manager or his/her designated representative. The Union agrees to refrain from any other form of distribution of notices or publications upon the Company's premises.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

It is understood and agreed that there will be no strike, concerted work stoppage, slowdowns or other such activity by any employees covered by this Agreement which will interfere in any way with the operation of the Company during the term of this Agreement. It is further understood and agreed that should there be any strike, concerted work stoppage, slowdowns or other such activity which will interfere in any way with the operation of the Company by any of the said employees that the Union will **make** and continue to make every effort to prevent or stop such action. Any employee who violates this Article will be subject to discipline, which may include discharge.

It is understood and agreed that there will be no lockout by the **Company** during the term of this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1** The Union recognizes that the management of the business and the direction of the working force are vested exclusively with the Company and shall remain solely with the Company and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce, from time to time, rules and regulations, policies and practices to be observed by its employees, and to discipline or discharge employees for just cause;
 - (b) select, hire, transfer, assign, retire, direct, promote, demote, classify, lay-off or recall employees;
 - (c) determine, in the interest of the efficient operation and highest standard of service, the number of personnel required at any time, the hours of work, starting and quitting times, work assignments, working schedules, methods of doing work, the location of work, the subcontracting of work, the number of shifts, the functions to be performed and the methods, procedures and equipment to be used, job content, quality and quantity standards, the qualifications of our employees to perform any particular job, use of improved methods and equipment;
 - (d) have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.
- 6.2** The Company agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement. It is understood that the express provisions of this Agreement constitute the only limitations upon the Company's rights.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1** It is the mutual desire of the parties hereto that complaints of employees shall be dealt with **as** quickly as possible and it is understood and agreed that an employee has no grievance until the Production Manager or his/her designated representative has been given an opportunity to adjust the complaint.
- 7.2** "**Grievance**" shall mean a dispute or complaint concerning the interpretation, application, administration or alleged violation of this Agreement.
- 7.3** The Company agrees to recognize a Union Chairperson and one **(1)** steward, both of whom will be employees with seniority working for the Company. The duties of the steward shall be to assist employees in the presentation of any grievance that properly arises under the provisions of this Agreement.

The Union shall advise the Company, in writing, of the names of the Unit Chairperson and the Steward.

7.4 The procedure for filing grievances shall be as follows:

(a) First Step

- (i) Any employee having a grievance will make known to the Production Manager or his/her designated representative the fact that he/she has a grievance within two (2) working days after the incident giving rise to the grievance became known or should have become known to the employee.
- (ii) Within two (2) working days of the employee making the complaint known, the Production Manager or his/her designated representative will meet with the employee to discuss the complaint. The steward may be present at this meeting at the request of the employee. The Production Manager will give his/her decision within two (2) working days from the date of this meeting.

(b) Second Step

- (i) If the grievor is not satisfied with the decision given at the first step, the grievance may be submitted to the second step provided it is presented in writing to the Production Manager or his/her designated representative within two (2) working days of receipt of the first step reply.
- (ii) This written grievance, signed by the employee and the steward, shall state the nature of the grievance, the section or sections of the Agreement alleged to have been violated and the redress sought. Grievances presented at this step may be changed up to and including the third step.
- (iii) Within three (3) working days of receipt of the written grievance, the Production Manager or his/her designated representative will arrange to meet with the steward. The Company will be represented by the Production Manager or his/her designated representative and, if desired, one (1) other member of management.
- (iv) Within three (3) working days of this meeting the Production Manager or his/her designated representative shall give his/her decision.

(c) Third Step

- (i) If the grievor is not satisfied with the decision given at the second step, the grievance may be submitted to the third step provided it is submitted to the Plant Manager or his/her designated representative within five (5) working days of receipt of the second step reply.

(ii) Within five (5) working days of the grievance being submitted to the third step the Plant Manager or his/her designated representative will arrange to meet with the Unit Chairperson and/or the steward. The Company will be represented by the Plant Manager or his/her designated representative, and up to two (2) other members of Management. A full-time representative of the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada will be present at this meeting at the request of either the Company or the Union.

(iii) Within five (5) working days of this meeting the Plant Manager or his/her designated representative will give his/her decision.

The grievor will be present at the second and third steps of this procedure at the request of the grievor or either party.

7.5 Discharge or Suspension

A claim by an employee, who has completed his/her probationary period, that he/she has been suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is submitted to the Production Manager or his/her designated representative within two (2) working days after the suspension is concluded or the discharge is effected. Such grievance shall commence at the second step of the grievance procedure.

7.6 Policy Grievances

A policy grievance affecting either party and dealing with broad principles rather than specific individuals which alleges a violation of the Agreement may be submitted provided it is presented in writing to the Production Manager or his/her designated representative within five (5) working days after the incident giving rise to the grievance became known or should have become known to the grieving party. Such grievance shall commence at the second step of the grievance procedure.

7.7 Company Grievances

The Company may file either individual or policy grievances. Any grievance by the Company shall be given to the Steward in writing and shall commence at the second step of the grievance procedure. Such grievance must be submitted in the same manner as an employee grievance. Such grievance must be submitted within five (5) working days after the incident became known or should have become known to the Company. If not settled, the matter may be processed to the third step and to arbitration in the same manner as an employee grievance,

7.8 Time Limits Imposed on Grievances

- (a) Any grievance which is not made known within the time specified in this Agreement or which is not processed through to the next step of the grievance procedure or carried through to arbitration within the time specified in the Agreement shall be deemed to have been abandoned by the party initiating the grievance and, therefore, can no longer be processed through the grievance procedure or carried through to arbitration.
- (b) Time limits referred to in the grievance and arbitration procedures may be extended by mutual consent.
- (c) The settlement of a grievance in any step of the grievance procedure shall prevent the grievance from being processed further.
- (d) The right of the steward to leave his/her work without loss of pay at regular rates to assist employees in the presentation of any grievance is granted on the following conditions:
 - (i) such business must be between the Union and management.
 - (ii) the time shall be devoted to the prompt handling of grievances.
 - (iii) the steward shall obtain the permission of the Production Manager or his/her designated representative before leaving his/her work, Such permission shall not be unreasonably withheld.
 - (iv) the Company reserves the right to limit such time if it deems the time taken to be excessive.
- (e) All reference made to number of days or time limits in the different steps of the grievance procedure shall exclude Saturdays, Sundays and holidays recognized in the Agreement and any other days when the Company is required to close the plant.

7.9 Continue Work During Grievance Investigation

If any employee feels he/she is suffering a grievance, he/she should report the grievance at once in the manner described in Section 7.4 above. Pending its investigation and settlement, he/she should meanwhile try faithfully to perform the duties assigned to him/her.

ARTICLE 8 - ARBITRATIONS

- 8.1** The parties agree that any grievance which has been properly carried through the steps of the grievance procedure outlined in Article 7, and which has not been settled, may be referred to a Board of Arbitration provided that the written request for Arbitration is received by the other party to this Agreement within ten (10) working days of the third step reply.

- 8.2** The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairperson, chosen by the other two members of the Board.
- 8.3** Within ten (10) working days of the notice to submit the grievance to arbitration, each party shall notify the other in writing of the name of its appointee.
- 8.4** Should the person appointed to the Board by the Company, and the person appointed by the Union fail to agree on a third person within fifteen (15) working days of the receipt of the notification mentioned in Article 8.3 above, the Minister of Labour of Canada may be asked to appoint a person to act as Chairperson.
- 8.5** Notwithstanding the foregoing, the parties may agree to the appointment of a single Arbitrator with the same powers as an Arbitration Board. The single Arbitrator will be chosen by mutual agreement of the parties. If agreement cannot be reached on the appointment of a single Arbitrator within five (5) working days of the receipt of the notification mentioned in Article 8.1 above, a Board of Arbitration will be appointed in accordance with the provisions of Article 8.2.
- 8.6** A decision of a majority of an Arbitration Board will be deemed to be a decision of the Board. The decision of a Board of Arbitration or a single Arbitrator will be binding on both parties.
- 8.7** The Board of Arbitration or the Arbitrator shall not have any power to alter or change any provision of this Agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.8** For the purposes of Section 60(2) of the Canada Labour Code, the Company and the Union agree that dismissal is the appropriate penalty for theft. Where a Board of Arbitration or a single Arbitrator is satisfied that theft has been proven, the Union relinquishes its right to request that the penalty imposed by the Company be changed and the Board of Arbitration or a single Arbitrator will not have the authority to change the penalty.
- 8.9** Each of the parties to the Agreement will bear the expense of the member of the Board appointed by it, and the parties will jointly bear the expense of the Chairperson of the Board of Arbitration or single Arbitrator.

ARTICLE 9 - SENIORITY

- 9.1** Subject to the **terms** and conditions of this Agreement, seniority shall mean accumulated service in the bargaining unit, except that all service accumulated in the plant operations area of the Company prior to September 24, 1990 shall be considered as seniority. Persons from the bargaining unit appointed to positions outside the bargaining unit shall continue to accumulate seniority while in such positions for a period of two (2) years from the date of their appointment.
- 9.2** (a) An employee will be considered to be on probation and will not have seniority standing until he/she has worked on a total of **sixty-five (65)** days in any six (6) consecutive month period. Upon satisfactory completion of the probationary period, an employee will then be given seniority credit for 3 months prior to the date on which the employee completed his/her probationary period,
- (b) The Company may at its sole discretion terminate the employment of an employee at any time during the probationary **period**, and such termination shall not be subject to the grievance or arbitration procedure of this Agreement.
- 9.3** Employees with seniority who are laid off and subsequently **recalled** within the time of the allowable break, **will be given credit for the seniority they had at the time of lay-off**, but will not accumulate seniority during the period of lay-off.
- 9.4** An employee shall **lose all** seniority and service rights and his/her employment will be terminated for any of the following reasons :
- (a) If the employee **quits his/her** employment.
- (b) If the employee is discharged for just cause **and is not re-instated** in accordance with the provisions of this Agreement.
- (c) **If the employee is laid off** and fails to return to work within **forty-eight (48)** hours after being notified of recall by the Company [or **ninety-six (96)** hours if notified by registered mail] or fails to advise **the Company** that he/she will report within seven **(7)** calendar days after receiving such notice.

It shall be **the duty of the employees** to notify the Company promptly in writing of any change in address or telephone number. If an employee **fails** to do this, the Company will not be responsible for **failure of a notice** to reach such employee and any notice sent by the Company by registered mail to the address which appears on the **Company's** personnel records shall be deemed to have been received by the employee on the **second calendar day following** the date of registration.

- (d) If the employee is laid-off for a period of fourteen (14) consecutive months or for a period of time equal to his/her seniority at the time that the absence commenced, whichever is the lesser.
 - (e) If the employee is absent from work without permission for three (3) consecutive working days without furnishing an explanation acceptable to the Company.
 - (f) If the employee fails to return to work at the conclusion of any leave granted to him/her without furnishing an explanation acceptable to the Company.
 - (g) If the employee is retired.
- 9.5 (a) If an employee is absent from work due to disability, (including compensable accidents), he/she shall accumulate seniority while off work for a period of time equal to his/her seniority at the time that the absence commenced, up to a maximum of fourteen (14) months. If the employee does not return to work within the allowable period, he/she shall lose all seniority and service rights and his/her employment will be terminated.
- (b) Where an employee returns to work before the expiry of the allowable period, and within three (3) months goes off work again due to the same or related disability, such periods of absence due to the same or related disability will be deemed to be consecutive and will be added together when calculating the length of absence for purposes of the allowable period.
- Where an employee returns to work within the allowable period and after five working days goes off work again with an unrelated disability, the allowable period will start over again,
- (c) Application for reinstatement after the expiry of the allowable period shall be considered on its merits.
- 9.6 In the event of lay-offs and recalls from lay-off, the Company will consider the present skill and ability of the individual to perform the required work in determining which employee is to be laid off or recalled from the lay-off and where these are equal, the employee with the greatest seniority will be the last to be laid off and conversely, the first to be recalled from lay-off.
- 9.7 Employees will be given two (2) working days notice of lay-off, in writing, or pay in lieu of notice. For the purpose of this provision only, a lay-off means a lay-off for five (5) working days or more.
- 9.8 Notwithstanding the use of the term "Employee(s)" in various provisions of this Agreement, the parties agree that the employment relationship ceases at the time of lay-off and resumes only upon recall. Those persons with seniority at the time of lay-off will have recall rights as provided in Article 9.6, and rights and benefits only as specifically provided in Article 22.

- 9.9** A seniority list showing the seniority date of each employee will be maintained by the Company. This list shall be revised every six (6) months and a copy will be made available to the Union.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

- 10.1** The hours of work will normally not exceed eight (8) hours per day and forty (40) hours per week. It is understood and agreed that it may at times be necessary to exceed these basic hours of work.
- 10.2** The scheduled starting and quitting times may be altered from time to time as required for the efficient operation or improvement of the business.
- 10.3** When overtime is required by the Company, it will be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate for:
- (a) all hours worked in excess of eight (8) hours per shift
 - (b) all hours worked in excess of forty (40) hours per week.
- 10.4** An employee shall be paid at double his/her regular rate for all hours worked in excess of thirteen (13) continuous hours.
- 10.5** There will be no accumulating of overtime premiums for the same hours worked, but the highest premium shall apply. Hours paid at time and one-half under Article 10.3(a) and hours paid at double time under Article 10.4 and Article 18.3 will not be used to calculate what overtime, if any, is to be paid under Article 10.3(b).
- 10.6** If an employee is required to work beyond two (2) hours after his/her scheduled quitting time and stops work for a meal, the Company will reimburse the employee upon presentation of a receipt for the cost of a reasonable meal.
- 10.7** Employees shall be allowed a rest period of ten (10) minutes during each half shift, provided their working time in the half shift exceeds two and one-half ($2\frac{1}{2}$) hours. The scheduling of the rest periods will be determined by management, but rest periods will normally be approximately in the middle of each half shift.
- 10.8** Except as set out in Article 14.1, the Company does not guarantee to provide employment or work for normal hours or any other hours.
- 10.9** Off-shift Premium. The Company agrees to pay a premium of thirty-five cents (35¢) per hour to all employees working on shifts beginning between 3:00 p.m. and 3:00 a.m. Employees working on shifts beginning between 12:00 noon and 3:00 p.m. will be paid the same premium for all hours worked after 3:00 p.m.

Effective December 1, 1991, the above off-shift premium shall be increased to forty cents (40¢) per hour.

This premium shall not be considered as part of such employees' basic rates.

ARTICLE 11 - BEREAVEMENT PAY

An employee with seniority who attends the funeral of an immediate relative will receive eight (8) hours' pay at his/her regular rate for the day of the funeral and for two (2) other days to be taken not later than two (2) days following the day of the funeral. An employee's immediate relatives shall be considered to mean the employee's Spouse, Children, Mother, Father, Mother-in-law, Father-in-law, Brother, Sister, Grandmother and Grandfather. Bereavement pay will be at the employee's regular rate of pay exclusive of premiums and payment will only be made in respect to absence from work on his/her regular work days.

ARTICLE 12 - APPEARANCE IN COURT

An employee summoned to appear or required to serve jury duty, or one who has been served with a subpoena to appear as a witness for the Crown will be paid the difference between what he/she would have earned for his/her scheduled hours at his/her regular rate and the court fee received. Employees should notify the Production Manager or his/her designated representative as soon as possible after receipt of notice of selection for jury duty or after receipt of the subpoena to appear as a witness. 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. The employee will come to work during his/her scheduled hours of work that he/she is not required to attend the court.

ARTICLE 13 - PAY ON DAY OF INJURY

In the event that an employee is injured while working in the plant and is sent home by the Company or by a physician because of that injury, he/she will be paid for the balance of his/her shift on the day of the injury at his/her regular straight time hourly rate unless he/she receives Workers' Compensation payments for such lost hours.

ARTICLE 14 - REPORTING ALLOWANCE

- 14.1 The Company agrees that, unless notified in advance not to do so, an employee reporting for work at the commencement of his/her regular shift shall be assigned four (4) hours work or receive four (4) hours' pay at his/her regular rate unless failure to supply work is due to conditions beyond the control of the Company.
- 14.2 When an employee is called in to work because of a breakdown or an emergency he/she will be paid a minimum of four (4) hours' pay at his/her regular rate.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.1** The Company may, at its discretion, grant personal leaves of absence without pay for up to thirty (30) calendar days. Requests for leaves of absence shall be in writing to the Company. No leaves of absence will be granted between June 15th and September 15th. Seniority will accumulate during such leaves of absence.
- 15.2** Leaves of absence without pay will be granted by the Company upon written request to one (1) employee elected or appointed to represent the Union at a convention or conference provided:
- (a) the combined total of such time for all employees shall not exceed twenty-five (25) days annually;
 - (b) a minimum of one week's notice is given;
 - (c) such leave does not interfere with the efficient operation of the business.
- Seniority will accumulate during such Leaves of absence.
- 15.3** Leaves of absence without pay will be granted by the Company upon written request to two (2) employees as required for the negotiation of this Agreement. Seniority will accumulate during such leaves of absence.
- 15.4** The Company's payments towards all employee benefits will be suspended at the end of the month in which the leave of absence commences. They will be re-instated upon the return of the employee to full-time employment. If the employee wishes continuation of these benefits during such a leave of absence, it will be his/her responsibility to pay the total cost of these benefits prior to starting the leave of absence.
- 15.5** In the event that a leave of absence is not used for the purpose for which it was granted, the employee will be subject to dismissal.

ARTICLE 16 - PREGNANCY LEAVE

- 16.1** An employee who is pregnant and who has more than six (6) months' seniority shall be entitled upon application to a leave of absence of at least seventeen (17) weeks without pay commencing during the eleven (11) weeks immediately preceding the estimated day of her delivery.
- 16.2** The employee shall provide the Company with four (4) weeks' notice in writing of the day upon which she intends to commence her leave of absence and furnish the Company with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which the delivery will occur in his/her opinion.

16.3 Where the actual day of delivery is later than the estimated day of delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual day of her delivery.

16.4 An employee may shorten the duration of the six (6) week period following the actual day of delivery by providing the Company with the certificate of a legally qualified medical practitioner stating that she is able to resume work, and by providing one week's notice of her intent to return to work.

ARTICLE 17 - TRANSFERS

Subject to the requirements of the business and the qualification of employees to do the required work, employees may be transferred to other jobs within the bargaining unit.

ARTICLE 18 - HOLIDAYS

18.1 Employees will be entitled to the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

In addition to the holidays set forth above, employees on the payroll as of January 1st each year shall be granted an Individual Holiday to be taken at a time to be agreed upon between the Company and the employee, but not later than December 31st of the same year, Except by permission of the Production Manager, an Individual Holiday will not be granted during the period June 15th to September 15th inclusive. Employees will not be allowed to carry over entitlement to an Individual Holiday into the following year. If, for any reason, an eligible employee has not taken his/her Individual Holiday by December 31st of the same year, the Company will pay the employee (eight) 8 hours' pay at his/her regular rate. Should the plant be required by law to observe any holiday other than those set forth above, such holiday shall replace this Individual Holiday.

18.2 Except as set out below, each employee shall receive his/her regular straight time hourly rate of pay for eight (8) hours for each of the above mentioned holidays.

(a) In order to qualify for pay for any holiday, the employee must work his/her last full scheduled shift immediately preceding and his/her first full scheduled shift immediately following the holiday, unless the employee received permission from the Company to be absent. Absence with permission from the Company as referred to above will not include absence because of lay-off or leave of absence.

(b) The Company agrees to pay an **employee who would** otherwise qualify for holiday pay under **Article 18**, but who is receiving **Company sick pay** or **Workers' Compensation**, the difference between eight **(8)** hours' pay at **his/her** regular **rate** and **Company sick pay** or **Workers' Compensation** as the case may be, as long as **he/she** continues to receive **Company sick pay** or if on compensation, **for** such period as the employee would have been entitled to receive **Company sick pay** had **he/she** been sick. After the expiry of **Company sick pay** benefits, or an equivalent period of time **if** receiving **Workers' Compensation**, employees off work because of disability will not be entitled to holiday pay.

18.3 Where an employee is required to work on an agreed holiday, **he/she** shall be paid double **his/her** regular rate for all hours worked on the calendar day of observance of such holiday, in addition to **his/her** holiday pay,

18.4 In the event that one or more of the agreed holidays falls within an employee's vacation, **he/she** shall be paid for the holiday in addition to **his/her** vacation pay.

ARTICLE 19 - VACATIONS

19.1 (a) Employees on the payroll as of April 1 each year will receive vacation **time** off and vacation pay on the basis of service calculated to April 1 **as** follows:

After one (1) year's service	2 weeks' vacation
After five (5) years' service	3 weeks' vacation
After ten (10) years' service	4 weeks' vacation
After twenty (20) years' service	5 weeks' vacation
After twenty-five (25) years' service	6 weeks' vacation

Employees who, after **April 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 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 earlier in **the** year.

(b) Vacation pay for each week of vacation will be forty **(40)** hours at the **employee's** regular hourly rate, provided that this amount will be reduced by one **fifty-second (1/52nd)** for each week of absence, excepting absences which are:

(i) With permission up to **thirty (30) days** annually;

(ii) Due to sickness up to **thirty (30) days** annually, or **such** longer period **as** an employee may be entitled to receive sick pay under the Company's Sick Pay Plan;

(iii) Due to compensable accident up to **thirty (30) days** annually, or such longer period as the employee would have been entitled to sick pay under the **Company's Sick Pay** Plan had they been sick.

19.2 The Company will make a sincere effort to **grant** vacation at times requested by the employees, but the final right to allotment of vacation periods is reserved to the Company so as to ensure the orderly operation of the business.

ARTICLE 20 - SAFETY AND HEALTH

The Company will make reasonable provision for the safety and health of its employees during the hours of their employment. A Safety Committee consisting of two (2) bargaining unit representatives designated by the Union and two (2) management representatives designated by the Company will meet monthly, or as otherwise mutually agreed. The function of the Safety Committee will be to advise Management of their recommendations concerning safety and health matters in the plant.

ARTICLE 21 - SAFETY FOOTWEAR

Employees with more than six (6) months' seniority, who purchase C.S.A. approved safety footwear for use on the job, will be reimbursed up to \$40.00 towards **such** purchase. Employees **with** less than six (6) months' seniority who purchase C.S.A. approved safety footwear for use on the job will be reimbursed **up** to \$40.00 towards such purchase on attainment of six (6) months' seniority. Employees will again become eligible for this reimbursement for a subsequent purchase made not earlier than one (1) year from the date of their previous purchase under this provision.

ARTICLE 22 - EMPLOYEE BENEFITS

22.1 Sick Pay.

- (a) Effective the first of the month coincident with or next following the completion of six (6) months' service, employees will be enrolled in the Sick Pay Plan **as** a condition of employment.
- (b) Effective the date of ratification, sick pay will be paid subject to **a** three (3) day waiting period, in the amount of \$270.00 per week.
- (c) Effective the first full pay week following December 1, 1991, sick pay will be paid in the amount of \$280.00 per week.
- (d) The service scale for duration of payments is as follows:

6 months to 18 months' service . . .	4 weeks
18 months to 5 years' service . . .	16 weeks
5 years to 7 years' service	26 weeks
7 years to 10 years' service	34 weeks
10 years' service and over	52 weeks
- (e) The three (3) day waiting period will be waived in respect to an employee who is hospitalized during the waiting period, due to an illness or accident.

- (f) The required premiums will be paid on a 50-50 cost sharing basis between the Company and the employee.
- (g) Employees will not be eligible for benefits under the Company sick Pay Plan for any period for which they are entitled to receive Unemployment Insurance Sickness Benefits.
- (h) Except as provided below, coverage will cease on the day on which an employee is laid off and will resume on the day the employee returns to work following recall to full-time employment.

For employees who have received one full week of sick pay prior to lay-off, coverage will continue during the period of lay-off for a maximum of thirteen (13) weeks from the date of lay-off. After the expiry of thirteen (13) weeks from the date of lay-off, no further benefits will be paid.

22.2 Life Insurance.

Effective the date of ratification, eligible employees will be covered for \$25,000 Life Insurance.

All full-time employees will become eligible for coverage effective the first of the month coincident with or next following the completion of three (3) months' service.

When an employee is laid off, coverage will remain in effect for three (3) calendar months following the month in which the lay-off occurred. Coverage will be re-instated on the day the employee returns to work following recall to full-time employment.

The required premium will be paid by the Company.

22.3 Extended Health Care.

The Company will provide an Extended Health Care Plan. Subject to the terms of the policy, the deductible is \$25.00/\$50.00 and the co-insurance factor 85%/15%.

The Plan will include Visioncare with a maximum of \$100.00 every two (2) years for each insured person. The normal deductible and co-insurance provisions do not apply to this benefit.

The Plan will include the cost of hearing aids, up to a \$500.00 lifetime maximum for each person insured, provided the appliance is prescribed by a certified ear specialist (otolaryngologist).

All full-time employees will become eligible for coverage effective the first day of the month coincident with or next following the completion of six (6) months' service.

The required premiums will be paid by the Company.

Coverage under the Plan will continue until the end of the month in which an employee is laid off. Coverage will be re-instated on the first day of the month coincident with or next following recall to full-time employment.

If an individual wishes continuation of these benefits during lay-off, he/she may extend the coverage, for up to three (3) months, provided he/she pays the full monthly premium in advance.

22.4 Dental Plan.

The Company will provide a Dental Insurance Plan, as set out in Appendix "B". Allowable expenses will be based on the 1989 Dental Association Fee Schedule in Nova Scotia.

All full-time employees will become eligible for coverage effective the first day of the month coincident with or next following the completion of six (6) months' service.

The required premium will be paid by the Company.

Coverage under the Plan will continue until the end of the month in which an employee is laid off. Coverage will be re-instated on the first day of the month coincident with or next following recall to full-time employment,

If an individual wishes continuation of these benefits during lay-off, he/she may extend the coverage, for up to three (3) months, provided he/she pays the full monthly premium in advance.

Effective December 1, 1991, allowable expenses will be based on the 1990 Dental Association Fee Schedule in Nova Scotia.

22.5 Long Term Disability.

The Company will arrange to have an insurance carrier provide a Long Term Disability Plan, as outlined in Appendix "C".

The required premiums will be paid by the Company.

ARTICLE 23 - WAGES

23.1 Effective the date of ratification, wage rates will be:

Group 1	\$12.83
Group 2	\$12.58
Group 3	\$11.58

23.2 Effective December 1, 1991, the wage rates in each group will be increased by fifty-two cents (52¢) per hour.

*

ARTICLE 24 - DURATION

This Agreement shall be in effect from September 24, 1990 until and including November 30, 1992, and from year to year thereafter, unless either party notifies the other party in writing within ninety (90) days prior to the expiration date of its desire to terminate or amend the Agreement.

Signed this 25 day of October, 1990.

FOR NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA (CAW - CANADA) Local 2216

FOR CANADA PACKERS INC.,
SHUR-GAIN DIVISION,
TRURO, NOVA SCOTIA

[Signature]

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[Signature]

[Signature]

Janet F. Fleming

[Signature]

[Signature]

APPENDIX "A"

1. Job Classifications.

<u>Group 1</u>	Effective <u>September 24, 1990</u>	Effective <u>December 1, 1991</u>
Maintenance	\$12.83	\$13.35
<u>Group 2</u>		
Production Operator (including pelleting, mixing, grinding, bagging and sewing) Shipper/Receiver	\$12.58	\$13.10
<u>Group 3</u>		
Warehouse Labour (Piling Bags) General Mill Labour Sweeper Clean-up Load & Unload Cars & Trucks	\$11.58	\$12.10

2. Job Rate Application.

- (a) Employees shall receive the applicable wage rate provided for in the wage classification for the job or jobs they perform when they become qualified.
- (b) Qualified as used above shall be interpreted to mean ability to regularly perform the job without instruction or assistance.
- (c) When an employee is regularly assigned to more than one job and the jobs are not classified in the same group, he/she will be paid an hourly rate determined by taking into account the actual percentage of time worked on each job.

When an employee **regularly** works 75% or more of his/her time on the highest rated job, he/she will be paid that **rate**.

- (d) The starting rate for new employees will be 80% of the rate of the job or jobs they perform. Automatic increases of 5% of **the** job rate will be granted on the completion of each six (6) months' service. After two (2) years' service, the full rate of the job or jobs will be paid.

3. Filling Vacancies.

Vacancies within the bargaining unit will be filled by promotion of employees working in lower rated classifications, provided the employees possess suitable qualifications to perform the required work satisfactorily. Where two or more employees possess suitable qualifications **as** outlined above, and where the present skill and ability of such employees is equal, seniority will be the determining factor.

Where the vacancy cannot be filled satisfactorily **under** this provision, the Company will be free to fill the vacancy at its discretion.

APPENDIX "B"

Dental Insurance Plan:

The Company agrees to **provide** a Dental Plan in accordance with the following:

1. The following services will be covered:
 - Examinations
 - Consultations
 - Specific diagnostic procedures
 - X-rays
 - Preventative services such as scaling and polishing and fluoride treatments
 - Routine fillings
 - Extractions
 - Anaesthesia
 - Periodontal treatments
 - Endodontic treatments
 - Surgical services
 - Dentures, denture relining and/or rebasing, repairs and adjustments
 - crowns, inlays and onlays
 - fixed bridgework
2. The Plan will reimburse the employee for 80% of allowable expenses (except for charges related to dentures, crowns, **inlays, onlays** and fixed bridgework, in which case 50% will be reimbursed), with a maximum annual payment of \$1,000.00 to each employee or dependent.
3. Where claim charges are estimated to exceed \$200.00 for any employee or dependent, a treatment plan will be submitted to the insurance company before treatment commences.
4. covered Dental Expenses do not include and no payment will be made for:
 - services not included in the above;
 - services provided under any government plans or Workers' Compensation;
 - services covered under any other insurance;
 - cosmetic treatment;
 - charges for broken appointments;
 - dentures replacing an existing appliance which is **less** than 3 years old or which can be made serviceable;
 - dentures within 3 years from the date that dentures were provided **under** this Plan;
 - theft or **loss** of dentures.

APPENDIX "C"

Long Term Disability.

- Full-time employees are eligible for the Plan on attainment of one year's seniority. Employees absent from work on the date they would otherwise have been eligible must return to work and satisfactorily complete two months' full-time work to be eligible.
- Long Term Disability benefits will be payable where an employee is unable to perform any employment for remuneration or profit solely by reason of total disability through sickness or accident, whether permanent or temporary. **The** sole determination of cases qualifying for benefits will be made by the insurance company based upon continuing medical evidence of such disability as it considers satisfactory. To qualify, any case involving alcohol or drug-related conditions will require active supervision by and continuing treatment from a rehabilitation centre or a provincially designated institution. Any case involving mental illness will require continued treatment under an approved specialist, and will only be paid in cases of severe conditions involving personality disorganization (psychotic conditions). **An** employee in receipt of Long Term Disability benefits will be subject to the provisions of Article 9.5(a) of the Collective Agreement.
- The amount of benefit will be \$950.00 per month less any benefit for which the employee is eligible under the Canada or **Quebec Pension Plan Primary Disability Benefit**, Workers' Compensation or other government or government-sponsored plan, excluding any pre-existing disability benefit. The employee will be presumed eligible for such government benefits until satisfactory evidence is presented that his/her application for them has been denied.
- An employee in receipt of a benefit under the Company's Pension Plan cannot be in receipt of a benefit under the Long Term Disability Plan.
- The benefit will commence after the employee's entitlement to Company Sick Pay and Unemployment Insurance Sickness Benefit has expired, and will be payable until recovery, actual retirement date, normal retirement date, or death, whichever comes first. An employee whose Company Sick Pay or Unemployment Insurance Sickness Benefit expires after separation or lay-off will not be entitled to the benefit except that an employee whose Company Sick Pay **and** Unemployment Insurance Sickness Benefit expires prior to the end of the month in which he/she was laid off will be entitled to the benefit.
- Should an employee return to work after collecting Long Term Disability benefits and subsequently again cease **work** as a **result** of the same or a related disability, the benefit will recommence without a waiting period provided the disability recurred within a year of the employee's return to work; otherwise, the employee will be subject to the normal waiting period before the benefit commences.

APPENDIX "C" (cont'd)

- Where an employee returns **to** work under an approved rehabilitation program of up to 24 months, the benefit will be reduced by 50% of **any earnings**, provided the total gross income from all sources does not **exceed** 90% of the pre-disability normal gross **wages**.
- No benefit will be paid for intentionally self-inflicted injuries, or for disabilities arising from a declared or undeclared act of war, participation in **a** riot or insurrection, employment with another employer, or commission of **a** felony.

August 9, 1990

Mr. Leo McCormick
National Representative
National Automobile, Aerospace and Agricultural
Implement Workers Union of Canada (CAW-Canada)
Suite 1306, Cogswell Tower
2000 Barrington Street
Halifax, N.S.
B3J 3K1

Re: Shur-Gain, Truro, Nova Scotia

Dear Mr. McCormick:

This will confirm our discussions regarding the Company's position on the problem of substance abuse.

The Company recognizes that the excessive or inappropriate use of alcohol or other **drug** can result in physical and/or mental illness.

The Company also recognizes that such misuse of alcohol or other drug is frequently accompanied by a variety of other problems adversely affecting the individual's well-being with regard to his/her family, financial affairs, employment and social life.

Since these problems, in many cases, can be successfully treated, the Company accepts the concept that substance abuse can be treated as an illness. The Company with the co-operation of the Local Union intends to utilize the treatment facilities within the community to **aid** in early recognition and supportive treatment for any employee of the Company who may be suffering from this problem.

Yours truly,

C.O. English
Corporate Manager
Industrial Relations

September 20, 1990

Mr. Leo McCormick
National Representative
National Automobile, Aerospace and Agricultural
Implement Workers Union of Canada (CAW-Canada)
Suite 1306, Cogswell Tower
2000 Barrington Street
Halifax, N.S.
B3J 3K1

Re: Shur-Gain, Truro, Nova Scotia

Dear Mr. McCormick:

This will confirm our understanding **with** respect to the application of Article 9.1.

Employees outside of the bargaining unit, if subsequently **placed** into the bargaining unit, will be granted seniority in accordance with Article 9.1.

However, **it is** understood that employees outside the bargaining unit will not gain entry into the bargaining unit **by** displacing **a member** of the bargaining unit.

Yours truly,

C.O. English
Corporate Manager
Industrial Relations

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