

COLLECTIVE AGREEMENT

Between:

**CARGILL FOODS,
A Division of Cargill Limited**

— and —

**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 633,
AFL-CIO-CLC**

TERM:

September 18, 2001 – September 23, 2007

10189(02)

Name

Address

Phone

Soc. Ins. No.

Work Address

Work Phone

Union Steward

Phone

**United Food & Commercial Workers
U.F.C.W. Locals 175 and 633
2200 Argentia Road
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DEC 07 2004

Revised 05.01

Dear Fellow Members:

I wish to welcome new members to Locals 175 and 633 of the United Food and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

I hope you will all read this contract and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from it.

As a union member with a contract, you have the freedom to plan for the future. You will know what your income will be in advance. Your rights and benefits are written down and cannot be revoked, and your job security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. If unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted at any time to assist you.

In addition to Stewards in the workplace and Union Representatives who support them, we also have a team of professionals who provide support.

We should all be proud of our Union's achievements. We have proven many times that employers can treat their workers fairly and still run their business efficiently.

In the United Food and Commercial Workers' Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your Union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, our trained staff will support you and help you in any way they can.

Non-Union workers are at the mercy of their employer. This is one reason our Local Union continues to grow.

Our organizing team works around the clock to help bring other workers into our union. If you know of someone who works in a non-union environment, do them a favour and give our organizers a call.

We also believe in the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the UFCW offers a number of scholarships at the local, national and international level. They are for your benefit as Union members.

In addition, your Union works to keep you up-to-date about legislation concerning your working rights.

Your Local Union represents some 50,000 members across Ontario. As we continue to grow, we have moved to keep up with the growth in areas of servicing and all-round members' support. Included in this booklet is a list of Union representatives and other representatives there to support you, the member.

Only by all of us working together can we keep what we have gained over years of hard negotiations and obtain what is rightfully ours in the future. Our labour may be the only commodity we have to sell. Let us not sell it cheaply.

Please feel free to contact me at any time with questions or concerns about the Union. This is your Union. You put the 'U' in our Union.

In Solidarity,
Wayne Hanley, President,
U.F.C.W. Local 175.

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent some 50,000 members across Ontario, of whom some 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Steward, Union Representatives, Benefits Representatives, staff lawyers and communications representative. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

UNITED FOOD & COMMERCIAL WORKERS

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of over 200,000 members in Canada and 1,500,000 members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The new union represents workers in nearly all aspects of Canadian life and is mirrored in the makeup of Locals 175 and 633.

U.F.C.W. LOCALS 175 AND 633

Your local unions, with over 50,000 members, is the largest UFCW local union, and the largest local union of any union in Canada.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

U.F.C.W. LOCALS 175 and 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

PRESIDENT

Wayne Hanley, Oakville

SECRETARY-TREASURER

Jim Andress, Guelph

RECORDER

Betty Pardy, London

VICE-PRESIDENTS

Rick Alagjerski, Mississauga
Phil Anderson, Peterborough
Toni Armstrong, Hawkestone
Mona Bailey, Omemee
Bryan Braithwaite, Chatham
Georgina Broeckel, Arthur
Fay Boucher, Thunder Bay
Sam Caetano, Toronto
Joce Cote, Niagara Falls
Freda Courtnage, Brantford
Matt Davenport, Guelph
Bruce Dosman, Hanover
William Foley, Burlington
Roland Fortin, Kitchener
David Fox, Napanee
Steve Garland, Kitchener
Joe Hand, Newcastle
Jim Hastings, Mississauga

Jim Hough, Burlington
Tim Kelly, Stratford
Janice Klenot Kitchener
Cliff Kostyniuk, St. Catharines
Rosemarie Mathieu, Oshawa
June Maruschak, Sarnia
Rodney Morkley, Thunder Bay
Tony Morello, Angus
Pat Newell, Pori Hope
Robert Nicholas, Havelock
Scott Saunders, Woodville
Don Schmidt, Walkerton
Andy Spruyt, Fonthill
June Towler, Bradford
Karen Vaughn, Milford
Coreena Zurkan, Kenora

LOCAL 633 EXECUTIVE BOARD

PRESIDENT

Dan Bondy, Amherstburg

SECRETARY-TREASURER

Linval Dixon, Pickering

RECORDER

Roy Reed, Orillia

VICE-PRESIDENTS:

Anthony DiMaio, Woodbridge
Neil Hotchkiss, McGregor
MaryLou Mallett, Arthur

What You Get For Your Union Dues

- **Higher than average wages and benefits.** According to recent government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you.
- **Problems with Workplace Safety and Insurance Act or Employment Insurance?** The Union employs experts in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and out in the cold in these matters. They can only turn to expensive lawyers for help.
- **Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc.** Compare your benefits package with those of non-union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for yours? You bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected **violation** of this agreement to the **attention** of the **Union Steward as soon as possible**, because **time limits may be important in winning your grievance**. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all **volunteers**. They receive no pay for their important work and have a lot of **responsibility**. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract **rights** unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

UNION SCHOLARSHIPS FOR HIGHER EDUCATION

Locals 175 and 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment of our governments towards the training and education of the workforce.

To address that need Locals 175 and 633 offer annual regional stewards training seminars. These seminars are held separate from courses which are available to members at the Locals Training and Education Centre in Mississauga. On a weekly basis the Union offers courses which allow our members to further their formal education and increase their ability and skill level in areas ranging from computer foundations, literacy and math upgrading to steward training and workplace advocacy.

In addition, twice a year the Locals offer stewards and members scholarship programs which are conducted at the Locals Training and Education Centre in Mississauga.

Thirty scholarships are awarded annually to stewards province wide to attend a weeklong in-depth training and education seminar. The theme of the week is "Labour's History; Past, Present and Future" and ensures that our stewards are well informed and educated to be representatives of our Union in their workplaces. Stewards also receive nine hours of hands on computer training during the weeklong course.

Thirty members' scholarships are also awarded annually to provide members throughout the province an opportunity to attend a weeklong computer training course. The course is a basic computer course which will give members an understanding of how a computer works and an introduction to using a computer.

With each of these scholarship programs the Locals will cover the cost of the course and materials as well as the members' wages, per diems, accommodation and transportation costs.

To find out more about courses offered through the Training and Education Centre or for more information on the scholarship programs, please contact the Training and Education Centre at (905) 564-2500 or 1-800-728-8902.

WORKPLACE SAFETY AND INSURANCE ACT ‘W.S.I.A’
Formally
WORKERS COMPENSATION ACT ‘W.C.B.’

The Workplace Safety and Insurance Act, “W.S.I.A.”, formally, Workers Compensation Act or “W.C.B.” is an insurance program to protect workers against loss of income due to job related disabilities. Here are answers to the most commonly asked questions:

1. HOW DOES THE WORKER REPORT AN ACCIDENT?

If an accident occurs at work, section 22 (1) of The Act requires a worker to file a claim as soon as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease.

2. IS THERE AN EXTENSION OF TIME?

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is just to do so.

3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?

Section 22 (4)... A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require.

4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?

Section 22 (5) When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection 37(e) concerning the worker’s functional abilities. The disclosure is for the sole purpose of facilitating the worker’s return to work.

5. FAILURE TO FILE?

Section 22 (6)... If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5), no benefits shall be provided under the insurance plan unless the Board, in its opinion, decides that it is just to do so.

6. NOTICE TO EMPLOYER?

Section 22 (7)... The claimant shall give a copy of his or her claim to the worker’s employer at the time the claim is given to the board.

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section 23 (3)... A person receiving benefits under the insur-

ance plan or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

8. WAGES FOR DAY OF ACCIDENT?

Section 24 (1)... The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

9. EMPLOYMENT BENEFITS

Section 25 (1)... Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect of the worker when the worker is absent from work because of the injury. However, the contributions are required only if,

- (a) the employer was making contributions for employment benefits in respect of the worker when the injury occurred;
- and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

10. DUTY TO CO-OPERATE IN RETURN TO WORK?

Section 40 (1)... The employer of an injured worker shall co-operate in the early and safe return to work of the worker by,

- (a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment;
- (b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores the worker's pre-injury earnings;
- (c) giving the Board such information as the Board may request concerning the worker's return to work; and
- (d) doing such other things as may be prescribed.

SAME WORKER?

Section 40 (2)... The worker shall co-operate in his or her early and safe return to work by:

- (a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment;
- (b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent

with the worker's functional abilities and that, when possible, restores his or her pre-injury earnings;

- (c) **giving the Board such information** as the Board may request concerning the worker's return to work; and
- (d) doing such other things as may be prescribed.

11. NOTICE OF DISPUTE?

Section 40 (6)... The employer or the worker shall notify the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work.

12. OBLIGATION TO RE-EMPLOY?

Section 41 (1)... The employer of a worker who has been unable to work as a result of an injury and who, on the date of the injury, had been employed continuously for at least one year by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her pre-injury employment, the employer shall:

- (a) offer to re-employ the worker in the position that the worker held on the date of injury, or
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

TIME LIMITS

- 1 A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.
- 2 A six month time limit on appealing any other Board decision made on or after January 1, 1998.
- 3 A six month time limit on filing a claim.

The changes to the new act are significant and have reduced or limited entitlement for injured workers. However, you should never let management talk you out of filing a claim, it is your right. In fact it is a violation for an employer to refuse to submit a claim.

Your local union has a benefit department that will answer any questions you may have in regard to filing or appealing a W.S.I.B. claim. Contact your union office.

EMPLOYMENT INSURANCE (formerly UNEMPLOYMENT INSURANCE)

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st 2000. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

“Where to Apply?”

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

Regular Benefits:

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have paid into the EI account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than \$25,921) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413 (2001).

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

How to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last 26 weeks of work. Your insured earnings will be averaged over a number of weeks known as a **divisor**. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last 26 week period; or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

Intensity Rule:

Any week of regular benefits collected after June 30, 1996 could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

Work Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn **work credits** to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

Sick Benefits:

Sick benefits are paid for up to 15 weeks, if you have 600 hours of insurable employment in the last 52 weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 600 hours. Medical reports are necessary.

Maternity Benefits:

If your child is born or adopted after December 31st, 2001. You must have worked and paid EI premiums for at least 600 hours in the last 52 weeks, or since the beginning of your last EI claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

Parental Benefits:

Parental benefits can be collected for up to 35 weeks **by** both natural and adoptive parents while they are caring for a newborn or adopted child. Under the new rules a combination of maternity (biological mothers only), parental and sickness benefits can be received up to a combined maximum of 50 weeks in a 52 week period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

Discharge or Quit:

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. Contact your Union if you need assistance with your appeal.

THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any **workplace hazard**.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Note: Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they **cannot** discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is **to** report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

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MEMORANDUM OF AGREEMENT made and entered
into at Toronto, Ontario

BETWEEN:

**CARGILL FOODS, A DIVISION OF CARGILL
LIMITED**, (hereinafter called the “Employer”)
Party of the First Part

— and —

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION LOCAL 633,
AFL-CIO-CLC**, (hereinafter called the “Union”).
Party of the Second Part

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE I RECOGNITION

1.01 The Company recognizes Local 633 of the United Food and Commercial Workers International Union, AFL-CIO-CLC as the sole and exclusive bargaining agent for all employees of Cargill Foods, A Division of Cargill Limited at its Meat Processing Plant, 71 Rexdale Blvd., Etobicoke, Ontario, save and except Administrative Managers; Foremen; Office; Medical; Security; Laboratory and Quality Assurance staff.

Employees excluded from the bargaining unit shall not perform bargaining unit work, except *in* the case of:

- (a) Instructing employees — where the employee(s) receiving instruction will observe the instructor for purposes of correction or learning, but clearly not for purposes of adding to productive output in that instruction period.
- (b) An emergency of a non-repetitive nature. The Company Agrees that in the event that any further meat processing plants be opened within the province of Ontario, such plans will be discussed with the union.

ARTICLE II UNION SECURITY

2.01 Subject to the provisions of the Ontario Labour Relations Act, it is agreed that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment.

2.02

- (a) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing as a condition of employment as soon as their probationary period has been served.
- (b) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.
- (c) On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her respective Union steward. The steward will provide him/her with a copy of the Collective Agreement.

2.03 Upon the producing and delivering of the Union to the Employer an individual authorization in writing for such deduction, the Employer agrees to deduct Union initiation fees and dues from the first pay of **all** Union employees.

2.04 The Company agrees that each employee, upon employment, will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due and such dues weekly thereafter. Any such authorization shall take effect as of the next regular deduction date after it is received by the Company. The fees and dues shall be forwarded to the Union monthly by the 15th day of the following month.

2.05 The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Un-

ion, supply a statement showing the following information from whose pay deductions have been made:

- (a) All monthly dues for members to be submitted in alphabetical order with current address, postal code and Social Insurance Number and location number.
- (b) Twelve (12) checkoffs per year (calendar month).
- (c) Monthly:
 - New members to be listed in alphabetical order with current address, postal code, Social Insurance number, date of hire and starting salary.
 - Terminations or resignations to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of termination or resignation.
 - Addresses to be updated as well as name changes. i.e. marriage and transfers from one Local to another to keep records current.

The dues and initiation report will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette, as well as a hard copy of the dues report being attached to the remittance cheque.

2.06 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, demands, actions or causes of action arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.

ARTICLE III MANAGEMENT RIGHTS

3.01 The Union agrees that: the Employer has the exclusive right and power to manage its business, to control the direction of the staff including the right to plan, direct and control the operations, hire, suspend, or discharge for good and sufficient cause and to relieve employees from duty

because of lack of work. The right to establish and maintain reasonable rules and regulations covering the operation of the plant, a violation of which shall be among the reasons for disciplinary action including discharge, is vested in the Employer. The Employer will discuss the rules and regulations with the Union prior to their implementation. The above rights shall be exercised subject to the applicable provisions of the Collective Agreement including the grievance procedure.

3.02 The direction and supervision of the working force shall, at all times, be the responsibility of the Employer only.

3.03 The Employer has the right to introduce new or improved methods of operations, handling methods or facilities; the Union will be given advance notice of any significant changes and discussion will take place between the parties before the introduction of any change. Changes made in accordance with the above will be subject to the grievance procedure.

3.04 The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in **this** Agreement. The Employer, therefore, retains all the rights not otherwise specifically covered in this Agreement.

ARTICLE IV DISCIPLINE OF PERMANENT EMPLOYEES

4.01 No permanent employee shall be discharged or disciplined without good and sufficient cause.

4.02

(a) The Employer agrees that, whenever an interview is held with an employee that becomes part of his record regarding his work or conduct, a plant steward will be present as a witness. The employee may request that the steward leave the meeting.

- (b) During the interview, the employee and the steward will be given an opportunity for consultation.
- (c) In the event a steward **is** not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the steward **is** available.
- (d) If the meeting is held without a steward, any conclusions, verbal or written, will be null and void except when the employee requests the steward to leave.

4.03

- (a) The Employer agrees that upon written request to the Plant Personnel Manager, an employee or the Union, at Step 3, may view all documents pertaining to unsatisfactory conduct or work performance contained in the central personnel file when deemed necessary.
- (b) When an employee has given twelve (**12**) consecutive months with no unsatisfactory conduct documentation in his/her file, the Employer agrees to remove all such documents.

ARTICLE V WORKING CONDITIONS

5.01 In the event of a major disaster affecting the operation of the Company's plant, the Company and the Union will discuss scheduling and the deployment of employees.

ARTICLE VI NO DISCRIMINATION

6.01 The employer agrees that there will be no discrimination on account of race, colour, creed, age, sex, sexual orientation, or membership in the Union. The Employer further agrees to abide by the provisions of the Ontario Human Rights Code.

**ARTICLE VII
RIGHTS OF THE BUSINESS AGENT**

7.01 It is agreed that the business agent of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions provided, however, that such visits shall be calculated to cause a minimum of disturbance with the Employer's business, the inspection is conducted with a management representative and further that the business agent shall first report his presence to the plant manager, or in his absence, the person in charge of the plant, on the occasion of each of such visits.

**ARTICLE VIII
SENIORITY RIGHTS**

8.01

- (a) For all new, regular employees, there shall be a probationary period of forty-five (45) worked days of accumulated service and during such probationary period, the Employer shall have the right to discharge a probationary employee with or without good and sufficient cause. Such discharge shall not be subject to the terms of the grievance procedure. However the Union shall extend this period to sixty (60) worked days if the Company requests the extension during the first forty five (45) worked days in writing stating the reason for the extension.
- (b) Employees who have completed the probationary period shall receive seniority retroactive to forty-five (45) working days from date seniority was completed, adjusted for days missed due to illness, W.C.B. and leave of absence.

Layoffs and re-employment will be based on:

- 1. Skills and qualifications;
- 2. Seniority.

It is agreed that where skills and qualifications are relatively equal, seniority will govern.

Recall within a period of one (1) calendar year from the date of layoff shall be in accordance with plant wide seniority, provided the person has relatively equal skills and **qualifications**.

- (c) It is intended that should an employee be recalled for a temporary time period of four (4) weeks or less, the employee may decline, provided there are other qualified junior employees on layoff who accept recall.
- (d) Employees will be given two (2) days notice of layoff or two (2) days pay in lieu of notice.

8.02 The seniority rights of an employee shall be terminated **if** the employee:

1. Voluntarily leaves the employ of the Employer;
2. Is discharged for cause;
3. Is absent from work because of sickness or disability and fails upon his return to work to produce a certificate from a duly qualified medical practitioner verifying such absence from work due to sickness or disability when *so* requested by the Employer. Such certificate showing satisfactory cause of absence shall be recognized as sufficient reason for the absence;
4. Fails to return to work after a layoff within seven (7) calendar days after notice of recall has been forwarded to his last address on file with the Employer. This period shall be extended to fourteen (14) calendar days provided there are other employees available with the required skills and qualifications.
5. Fails to return to work upon the conclusion of a leave of absence without reasons satisfactory to the Employer.
6. Is not recalled to work when laid off due to lack of work for more than twelve (12) months.

8.03 If an employee is absent from work because of an accident or sickness, he or she shall not lose seniority rights except as provided herein above. In the event that the employee is absent from work for a period of less than one

year, he shall be returned to the position that was held prior to such absence provided that employee has the required ability and physical fitness. **In** the event any employee is absent for more than one year by reason of accident or sickness, the employee shall be returned to the position held prior to such absence provided, however, that he possesses the ability and physical fitness to qualify to the position aforesaid, but in the event that the position has been filled by another employee, he shall return to a position of equal rating provided, however, that he possesses the ability and physical fitness to qualify to the position aforesaid.

8.04

- (a) The Company agrees to post all full time permanent vacancies and promotions.
- (b) When a permanent vacancy exists in a department, such vacancy shall be posted for a period of seven (7) calendar days. Interested employees shall submit an application form (obtained from their Supervisor or the Human Resources Department) within seven (7) calendar days of the posting. Vacancies within the level system will be on the basis of seniority, **skills** and qualifications. It is agreed that where skills and qualifications are relatively equal, seniority shall govern.
- (c) The Company will provide a copy of each posting to the Chief Steward.
- (d) The successful applicant will be transferred to his new job within 20 working days.
- (e) The employer agrees that when a promotion takes place within the bargaining unit, the name and seniority date of the promoted employee and position in the plant to which he/she was promoted will be posted on the bulletin board of the plant within five (5) days.
- (f) Employees who feel that by reason **of** seniority they have been passed over in a promotion may grieve such

promotion within seven (7) days commencing at Step 2 of the grievance procedure.

- (g) If the Company creates a new job classification, or combines existing job classifications, or substantially changes the duties of existing job classifications, the Company will establish a wage for such new or changed job classification and notify the Union. The Union has seven (7) calendar days thereafter to object to the rate set, and the matter will then be subject to negotiations between the Company and the Union.

8.05 Employees who are unable to perform their regular duties because of accident or illness will be considered for different types of work available where practical.

ARTICLE IX HOURS OF WORK

9.01

- (a) The Company intends to operate a standard workday of eight (8) hours and a standard work week of forty (40) hours, but this will not be a guarantee of hours per day or per week. For payroll purposes the work week shall start at 12:01 a.m. on Sunday and end at midnight Saturday evening.

It is understood between the company and the union that the company will operate hours which best fulfill the customers' needs. The company will schedule work accordingly. This will necessitate changes in the traditional work schedule, potentially including alternate shift times and durations and regular work on Saturdays and Sundays. These revised work schedules are themselves also subject to change to meet business conditions. The parameters of any change in scheduling under this section shall be as set out in the Letter of Agreement regarding Scheduling.

- (b) Senior employees will have preference over start times within their job classification within a department on

any shift, provided they have the required skills and qualifications to perform the work.

- (c) In the event that hours are reduced in a department that would require sending employees home, part-time employees will be sent home first then full-time employees by reverse order of seniority.

9.02 A work schedule shall be posted in the department on each Friday by noon, showing the scheduled working hours for each employee covered by the collective agreement for the succeeding week.

The Company will schedule hours of work in accordance with production requirements and may determine the number of hours per day or week operations or services shall be carried on. The Company will minimize changes to the posted schedules. If due to circumstances within the company's control the schedule changes become necessary, the company will give the following notices.

- A. Twenty-four (24) hours of notice prior to a change in shift starting time;
- B. Notice of Saturday work by the preceding Wednesday; and,
- C. Written notice of shift change one week prior to the effective day of the change.

9.03 The Company will provide employees reporting to work as scheduled either four (4) hours of work or four (4) hours of pay at their straight time rate. In the event of an emergency, breakdown, fire, flood, snowstorm, strike, power failure, Act of God, or other causes beyond the Company's control, the Company shall not be required to notify employees to not report, and employees reporting and finding no work as a result of such causes beyond the Company's control will not receive reporting pay.

9.04 The Company will provide each employee the following rest periods of his/her shift each day.

- A. A paid rest period twenty (20) minutes long prior to lunch as near as practicable to the third hour after the start of the shift.
- B. An unpaid lunch period of thirty (30) minutes long as near as practicable to the fifth hour after the start of the shift.
- C. A paid fifteen (15) minute rest period will be given to employees required to work at least eight (8) hours and seven (7) minutes. If the duration of the work is one (1) hour or less, the Company will provide pay in lieu of breaks.
- D. A meal allowance of six dollars (\$6.00) when the employee is required to work at least ten (10) hours.

9.05 Employees who work between the hours of 6:00 p.m. and 6:00 a.m. will be paid forty five (45) cents per hour over their regular rate for all hours worked between 6:00 p.m. and 6:00 a.m.

9.06 Senior employees have preference for day shift jobs provided they possess the required skills and qualifications.

Before an off-shift person moves to days, the replacement person has to be fully trained and capable to efficiently replace the person who is leaving.

9.07 The Plant Manager shall give the steward a copy of the work schedule.

9.08 There will be no split shifts.

9.09 Employees who are required by the Company to clean their equipment will be given a five (5) minute wash-up time, at the end of their shift, paid at the appropriate rate as per Article 10.02.

ARTICLE X OVERTIME

10.01 The Company reserves the right to determine overtime work in accordance with requirement of the business.

10.02 The Company will pay one and one-half times (1-U2 x) the employee's regular hourly rate of pay for all work performed in excess of eight (8) hours per day or forty (40) hours per week. The Company will pay two times (2x) the employee's regular hourly rate of pay for all work performed on Sunday or the day designated as the employee's Sunday.

10.03 When overtime is required it will be dealt with in the following manner.

- 1a) When overtime is available in all departments excluding Distribution, during the work week, the Company agrees that overtime will be worked by senior qualified employees from the department shift seniority list. Overtime available on Saturday or Sunday will be worked by senior qualified employees from the department seniority list.
- 1b) If enough volunteers are not obtained within the department, the Company will offer the overtime to employees outside the department by plant seniority, who are skilled and qualified to perform the work.
- 1c) When overtime is available in the Distribution department during the work week. The Company agrees that overtime will be worked by qualified employees from the department shift seniority list on a rotational basis.
- 2a) Planned overtime in distribution on Friday, Saturday or Sunday will be worked by the senior employees in the department who are skilled and qualified to perform the work. **If** enough volunteers cannot be secured then 10.03(1)(b) will apply.
- 3) In Distribution overtime refused will be deemed to be overtime worked for the purposes of applying 10.03(5).
- 4) The Company agrees to give the Union Stewards access to the overtime seniority lists upon request.
- 5) In the application of this Article, the Company agrees that the distribution of overtime in the Distribution department will be done in a fair and equitable manner.

10.04 Daily and weekly overtime will not be duplicated; only the highest single rate will apply.

10.05 Pay for an *unworked* general holiday will count toward weekly overtime only when the Company requires the employee to work another day of that week which would otherwise be a day of rest for that employee; however, this section does not apply when an employee elects an alternate holiday under Article 12.09.

10.06 A regular employee shall not be temporarily laid off during a work week solely for the purpose of avoiding payment of overtime.

10.07 The Company will provide employees who are called at home by an authorized manager to work at a time which is outside their regular work schedule and does not merge with their regular shift either four (4) hours of work or four (4) hours of pay at the applicable rate.

ARTICLE XI STATUTORY HOLIDAYS

11.01 There shall be ten (10) holidays during the term of this Agreement. These holidays are as follows:

New Years Day	Christmas Day
Labour Day	Canada Day
Good Friday	Boxing Day
Thanksgiving Day	Civic Holiday
Victoria Day	

One (1) Personal Day to be observed on or near employee's birthday.

Heritage Day will be granted if proclaimed by the Ontario Employment Standards.

11.01

(a) In the event a holiday falls on a Sunday, it will be observed either the last scheduled **work** day prior to or

on the first scheduled work day after the holiday. There will be one week of notice given.

In the event a holiday falls on **an** individual's scheduled work day it may be observed on the actual shift day of the holiday or on some other day, by mutual agreement.

In the event a holiday falls on a Saturday, it will be observed either the last scheduled work day prior to or on the first scheduled work day after the holiday. There will be one week of notice given.

- (b) All employees shall be entitled to a day's pay at the regular hourly rate for such holidays provided, the employee works the hours scheduled on the working day before and the working day after the holiday and the employee is not absent without the company's consent.
- (c) The work week shall be reduced by eight (8) hours in the week in which a holiday is observed.

11.02 Payment for work performed on any of the above described holidays or individual lieu days, shall be on the basis of double the regular rate per hour, in addition to his or her regular holiday pay providing he or she otherwise qualifies in accordance with 11.01 (b) above.

11.03 Employees will be given a reasonable notice if required to work on a statutory holiday or individual lieu day. In no case will an employee be required to work less than four (4) hours on a statutory holiday or individual lieu day, when scheduled to work.

ARTICLE XII VACATIONS

12.01 The date for determining the length of vacation in a calendar year shall be May 1st in that calendar year.

12.02 If employment is terminated either by the Employer or the employee and the employee has less than three (3)

months' service, the provisions of the Ontario Employment Standards Act will govern.

12.03 All regular, full time employees having completed three (3) months but less than one (1) year of continuous service with the Employer as of May 1st, will be entitled to one (1) day's vacation for each month of service up to a maximum of ten (10) days. An employee with six (6) months of service will receive one (1) week's vacation with pay. An employee who starts work on or before the 15th will be deemed to have started on the first day of the month for purposes of this Article. An employee who starts after the 15th will be deemed to have started on the first day of the following month.

12.04 All regular, full time employees having completed one (1) year but less than five (5) years of continuous service with the Employer as of May 1st, will be entitled to two (2) weeks vacation with pay or four percent (4%) of earnings whichever is greater.

12.05 All regular, full time employees having completed five (5) years of continuous service with the Employer as of May 1st will receive three (3) weeks vacation with pay or six percent (6%) of earnings whichever is greater.

12.06 All regular full-time employees having completed ten (10) years of continuous service with the Employer as of May 1st will receive four (4) weeks vacation with pay or eight percent (8%) of earnings whichever is greater.

12.07 All regular full-time employees having completed twenty (20) years of continuous service with the Employer as of May 1st will receive five (5) weeks vacation with pay or ten percent (10%) of earnings whichever is the greater.

12.08 Pay for vacation shall be granted to the employee at the beginning of the vacation period. Vacation pay will be paid on a separate cheque.

12.09 Employees leaving the employment of the Employer shall be paid any earned vacation pay due at the time of

separation calculated from the date of separation to the prior first of May.

12.10 If a holiday, as listed in clause 11.01, occurs during the employee's vacation period, such employee shall be entitled at the option of the Employer, to receive either one (1) day's pay calculated on eight (8) hours pay at time and one-half, or one (1) day extra holiday consecutive with his vacation.

12.11 The Employer agrees to take seniority into consideration in preparing the vacation schedule. Each department will, by March 1st in each calendar year, post a vacation schedule form listing the employees in order of seniority. An employee must submit his request for preference on vacation dates covering complete vacation entitlement by March 15th, in order that the Employer may finalize and post vacations scheduled by May 1st; however, seniority shall not apply if the employee fails to make his selection before March 30th.

12.12 Vacations will not be cumulative.

12.13 Vacations will be considered during the vacation period May 1st to April 30th wherever practicable, subject to the availability of qualified replacements as required.

ARTICLE XIII LEAVE OF ABSENCE

13.01

(a) A request for leave of absence for any legitimate purpose shall be considered by the Employer and shall not be unreasonably withheld. The Company prefers that no leave of absence be consecutive with annual vacation during the prime time and may find it necessary to refuse a request where it would cause difficulty in operating the plant. Employees must use up any vacation credits before requesting a leave of absence.

Requests for leave of absence shall be in writing through the Plant Personnel Manager. Permission, if granted, shall be in writing from the Personnel Department. If the request is refused, written reasons for the refusal shall be given. Employees shall normally receive a written reply to a request for leave of absence within two (2) weeks of the submitting of such request. Under no circumstances shall any leave of absence continue to excess of six (6) months save those referred to in clause 13.03 hereof.

- (b) Upon request to the Employer, the Employer shall allow leave of absence without loss of seniority for the period of time that the employee is a candidate in Federal, Provincial, Regional or Municipal elections. An employee elected to public office shall be allowed leave of absence without loss of seniority during this first term of office.

13.02 The Employer agrees to grant written leave of absence for a period of not more than twelve (12) months to any employee who has been elected or appointed to a position with the International or Local Union, if such duties require him to have leave of absence from his Employer duties on a full-time basis — the employee to give reasonable notice.

13.03 The Employer will grant pregnancy leave in accordance with The Ontario Employment Standards Act.

ARTICLE XIV UNIFORMS AND TOOLS

14.01

- (a) Uniforms which the Employer requires shall be furnished without charge. Laundering of such garments shall be paid for by the Employer.
- (b) Where uniforms are issued which become the personal property of the employee, the employee will accept the responsibility for care and laundering of the uniforms.

- (c) The employer will furnish necessary meat cutting tools and pay for the sharpening of same.
- (d) Under no circumstances are the uniforms not owned by the employee or tools provided hereunder to be removed from the plant premises overnight.
- (e) The Company agrees to pay for the renewal of necessary licences for certified Tradesmen.
- (f) Employees may be required to replace items which are determined to be **lost**, damaged or broken through their misuse **or** negligence.

14.02 The Company agrees to pay a yearly allowance towards the purchase by employees of Safety Footwear. Such allowance will be ninety dollars (\$90). The employee shall provide a receipt proving purchase. The Company agrees that the full amount of the allowance can be applied to multiple purchases.

14.03 The Company agrees to provide insulated coveralls or freezer liners for employees in the Distribution department. These coveralls are to remain the property of Cargill Foods and will be returned when employees are no longer performing that job. Insulated coveralls or freezer coats must be turned in to the Company to receive replacements.

14.04 The Company agrees to provide freezer liners for full-time employees other than the Distribution department. Freezer liners must be turned in to the Company to receive replacements.

ARTICLE XV WORKERS' COMPENSATION

15.01 The Employer agrees to provide his employees with standard Workers' Compensation coverage.

15.02 If an employee is injured and is required to leave the plant for medical attention, he will be paid for the balance of his shift during which the accident occurred.

**ARTICLE XVI
PLANT STEWARDS AND
UNION NEGOTIATING COMMITTEE**

16.01 The Company agrees to recognize stewards from each of the following areas: Beef, Pork, Poultry, Grind and Sausage, Distribution, Maintenance, Laundry and Supply, and a Chief Steward, making a total of ten (10) stewards. The Union shall have the right to designate an alternate steward for each steward, from the applicable area and shift, to act in the event of absence from the plant. The Company further agrees to allow the Chief Steward six (6) hours per week to deal with Union Business.

16.02 The Union Negotiating Committee shall be comprised of 7 employees, one of which will be the Chief Steward. The Company will pay the negotiating committee for lost wages for this contract.

16.03 The Company agrees to pay 50% of the total cost to a maximum of \$3500.00 towards the printing of the Collective Agreements.

**ARTICLE XVII
ADJUSTMENT OF GRIEVANCES**

17.01 Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.

17.02 Any employee believing that he has been unjustly dealt with, or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union, for review and adjustment by the Employer if necessary. Such grievances shall be processed as follows:

Step 1

Within seven (7) working days after the event giving rise

to the grievance occurs, the employee and his/her steward shall discuss the grievance with the employee's supervisor. The supervisor shall give an oral answer to the grievance within four (4) working days.

Failing settlement:

Step 2

The grievance shall be reduced to writing and discussed between the Union Representative and the superior of the employee's supervisor. This discussion shall be held within seven (7) working days of the decisions at Step 1. The superior of the employee's supervisor will give an answer in writing to the grievance within four (4) working days of the meeting.

Failing settlement:

Step 3

The grievance shall be reduced to writing and forwarded to the Plant Personnel Manager of the Employer within one (1) week of the decision at Step 2, which shall have one (1) week to dispose of the grievance. The decision shall be in writing and sent to the offices of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

17.03 In the case of a discharge, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within four (4) working days from the date of dismissal and shall commence at Step 2. In any subsequent disposal of this case during the grievance procedure, the Employer may reinstate the employee with full back pay, suspend the employee for a definite period, or sustain the discharge, if mutually agreed to by the parties to this Agreement.

17.04 Grievances concerning rates shall commence at Step 2 of the grievance procedure and the disposition of such

grievances, if sustained, shall include the determination of the effective date of the increase with retroactivity thereto.

17.05 The Employer or the Union may file grievances commencing at Step 2 or Step 3.

17.06 The time limits as prescribed above may be modified by mutual agreement of the parties.

ARTICLE XVIII ARBITRATION

18.01 Should the grievance involve the alleged misinterpretation or violation of the Agreement, either party may be free to appeal to arbitration from Step 3 within thirty-one (31) days from the date the decision was given at that step. The parties shall attempt to agree on a single arbitrator from a list previously agreed to by the parties to this Agreement. If the parties agree on the arbitrator, the party requesting arbitration shall then refer the grievance within said delay to the chosen arbitrator with a statement of the issue to be arbitrated upon by him.

Notice of said reference and a copy of said statement shall be forwarded simultaneously to the other party. The decision of the arbitrator shall be final and binding upon all parties involved. If the parties cannot agree on an arbitrator within fourteen (14) days from the date of the notice to arbitrate, each shall appoint, within one (1) week, one (1) nominee as its member on a board of arbitration that will decide upon the matter. Each party shall advise the other of the name and address of its nominee to the board within said delay of one (1) week.

18.02 If the two (2) nominees are unable to agree upon the choice of a third member to act as chairman within two (2) weeks, the Minister of Labour for the Province of Ontario shall be requested to appoint a chairman. The board shall hear the dispute and its decision (or a majority decision)

shall be final and binding upon the parties. Where there is not majority decision, the decision of the chairman is final and binding.

18.03 The arbitrator or board of arbitration, *as* the case may be, shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decision inconsistent with the terms and provisions of this Agreement.

18.04 In determining any discharge or any other disciplinary grievance, the arbitrator or board of arbitration, as the case may be, shall have the authority to:

- (a) Affirm the Employer's action and dismiss the grievance;
- (b) Set aside a penalty imposed by the Employer and restore the grievor to his former position with or without compensation; or
- (c) Vary or alter the penalty imposed by the Employer as the arbitrator or board of arbitration may deem justified.

18.05 Each of the parties hereto will bear the expenses of the nominee appointed by it, if applicable, and will share equally the expenses of the arbitrator or chairman of the board of arbitration.

ARTICLE XIX WAGES

19.01 All jobs covered by this agreement other than part-time are placed in pay levels listed in Exhibit A.

19.02 An employee transferred to a lower-rated job will maintain his/her wages except if the transfer is as the result of any of the following circumstances:

- a. A permanent transfer because of a job elimination;
- b. A transfer in lieu of layoff;
- c. Any other voluntary job change by the employee.

If an employee is transferred under circumstances (a) or (b), the employee will maintain his/her wage only for the first 30 calendar days he/she works at the job, after which he/she will be paid the regular rate for the lower rated job.

If an employee is transferred under the circumstance (c), he/she will be paid the regular rate for the lower rated job immediately.

Any employee receiving a higher wage rate (above the classification level they are presently performing) on or before the date of ratification (October 3, 1995) will continue to receive such a wage rate, unless they voluntarily bid on a job with a lower wage rate.

19.03 Any employee who starts at a higher rate than that shown shall progress to the next rate in the time interval shown.

19.04 An employee assigned to perform a higher rated job for longer than one (1) hour per day will be paid the higher rate for all hours while performing such work.

19.05 All employees will receive a slip or cheque stub for work performed the previous week, showing gross pay, overtime separate, and all other deductions itemized, by Friday morning. Slips/cheques will be issued in sealed envelopes. Pay cheques will be by Direct Deposit.

19.06 The number of people performing work within the level system will be determined by volume requirements.

19.07 Merit increases will not delay or affect the regular increases to which an employee is entitled.

19.08 **PAY CHEQUE ERRORS**

Should the Company make an error on an employees' pay cheque in excess of \$35.00, and the Company is timely notified, the error will be corrected and a manual cheque shall be given to the employee before the end of the employees shift.

ARTICLE XX
OCCUPATIONAL HEALTH AND SAFETY

20.01 The Company and the Union agree that safety in the workplace and the protection of all employees are of primary importance. Safety is a shared responsibility and the input of all employees to improve safety practices and conditions is encouraged and expected. Plant safety programs and efforts will be coordinated through the involvement of people from all levels of the organization.

20.02 The Company will give all employees a safety handbook which details Company policy, rules, guidelines, and safety information. The handbook will be reviewed and updated as needed.

20.03 The Company and the Union will establish a safety committee to insure and promote safety at and away from work.

20.04 The Company and the Union agree to cooperate in making the safety programs work. If the Union is concerned about the Company's commitment to provide a safe workplace, the Union's Business Agent will resolve those concerns with the Plant Manager.

ARTICLE XXI
REST ROOMS

21.01 Adequate rest rooms shall be provided and kept heated and ventilated and in a sanitary condition. The employee shall cooperate with the Employer in keeping the rest rooms in a clean and sanitary condition.

ARTICLE XXII
NO STRIKES OR LOCKOUTS

22.01 In view of the orderly procedure established herein for the disposition of employees' grievances, the Employer and the Union agree that there shall be no strikes, walk-outs, pickets, boycotts, stoppage of work or lockouts during the life of this Agreement.

**ARTICLE XXIII
INSURANCE AND HOSPITALIZATION**

23.01 Short term disability will be changed so that employees are eligible for payment on the third day of illness, rather than the fourth. The Company agrees to provide a maximum benefit of \$350.00 per week.

23.02

- (a) The Company agrees that, in absence of conditions and circumstances over which it has no control during the life of **this** Agreement it will continue providing health, dental, disability, and life insurance benefits. The Company further agrees, the benefit levels will be subject to the grievance and arbitration procedure. All matters of policy, administration, eligibility, and other matters relating to the Company's benefits shall not be subject to the grievance or arbitration provisions of **this** Agreement. Information concerning these benefits is outlined in a separate benefits handbook which is incorporated herein by reference.
- (b) Dental Benefit — Benefits paid by the plan are based on a specific Dental Fee Guide established by the Provincial Dental Association each year.

23.03 Employees will make a weekly contribution to their Health and Dental benefits as follows:

\$5.50 per week

**ARTICLE XXIV
BEREAVEMENT**

24.01 The Company will grant regular full-time employees scheduled for work paid leaves of absence to make arrangements for and attend the funeral or memorial service of immediate family members. The Company will pay up to a maximum of twenty-four (**24**) hours at the employee's regular hourly rate for time lost on regularly scheduled consecutive work days which fall on the day before, the day of, and the day after the

funeral or memorial service for a spouse, child, step-child, parents, step-parent, brother, sister, mother-in-law, or father-in-law. The Company will pay **up** to a maximum of eight (8) hours at the employee's regular hourly rate for time lost on a regularly scheduled workday which falls on the day of the funeral of either the employee's or the employee's spouse's natural grandparents. To receive a paid leave of absence under this provision, regular full-time employees must notify the Company about the need for the leave no later than the start of their shift on the first day of absence; they must attend the funeral or memorial service; and, if additional unpaid leave is necessary, they must request additional time off prior to the funeral leave. If the Company requests, the employees must furnish satisfactory proof for the funeral leave request.

ARTICLE XXV JURY DUTY

25.01 In the event an employee is called and serves on a jury, or is served a subpoena by the Crown, the Employer agrees to make up the difference, if any, between Jury Duty pay and employee's regular weekly pay. The employee must notify his supervisor promptly when he is called. Any difference will be paid only on proof of attendance and the amount actually paid.

ARTICLE XXVI MEDICAL EXAMINATION

26.01 **If** an employee is required by the Employer *to* take a medical and/or x-rays during his probationary period, the medical and/or x-rays shall be taken on Company time and at the expense of the Employer.

26.02 All necessary medical examinations and/or x-rays required by a local board of health or governmental body or by the Employer, shall be paid for by the Employer, where applicable, and conducted on Company time.

**ARTICLE XXVII
GENDER**

27.01 It is understood that the use of the masculine gender shall include the female gender.

**ARTICLE XXVIII
UNION SHOP CARDS**

28.01

- (a) The Employer agrees to prominently display Union shop cards in the Meat Plant wherein Union members are employed. These cards will remain the property of the Union and the Employer agrees to surrender the same immediately upon demand.
- (b) Bulletin Boards — The Company to provide.
- (c) **All** notices on bulletin boards require the prior authority of the Plant Personnel Manager, or his appointee, before posting. No reasonable request will be withheld.

**ARTICLE XXIX
PENSION**

29.01 The Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan (CCWIPP) as follows:

Effective September 24/01 — 30cents p/hr
Effective September 23/02 — 40cents p/hr
Effective September 22/03 — 50cents p/hr
Effective September 20/04 — 60cents p/hr
(for the duration of the contract)

These payments are per employee for all hours paid to a maximum of 40 hours per week. The Company further agrees to sign a Participation Agreement and to provide an options letter to the U.F.C.W.

**ARTICLE XXX
TRAINING AND EDUCATION FUND**

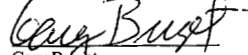
The Company agrees to contribute \$15,000.00 to the U.F.C.W. Local 175/633 Training and Education Fund on October 1 of each year of the collective agreement commencing in 1996.

**ARTICLE XXXI
DURATION OF AGREEMENT**


Duration: Effective September 18, 2001 to September 23, 2007.

Signed on this 21st day of the month of February, 2002 in the city of Toronto, Ontario.


FOR THE COMPANY:



Gary Bright



Peter Tureski

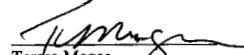


Rick Heywood

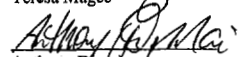


Darren Whipp

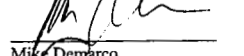
FOR THE UNION:



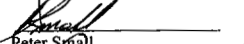
Teresa Magee



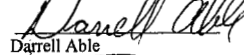
Anthony Diniato



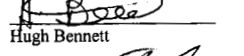
Mike Demarco



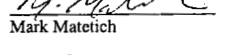
Peter Small



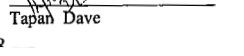
Darrell Able



Hugh Bennett



Mark Matetich



Tapan Dave

APPENDIX A

OPERATIONS

LEVEL A.

- Beef Receivers
- Sanitation
- Saw Helpers
- Auto. Slicer Operator
- Scraping
- Case Ready or Steak/Chop Trimmer
- Trayers
- Tote Off
- Tote Load
- Bagging
- Box Maker
- Garbage Operator
- Helm Assistant
- Stuffer
- Ryder Operator
- Wrapping
- Automatic Tyers
- Tote Wash
- Trailer Wash
- Janitor
- Laundry Room

LEVEL B.

- Case Ready Scaler
- Processed Meats Pack Off Scaler
- Boneless Beef Receivers/Scaler
- Formax Operator
- Spaghetti Grind Operator
- Poultry Cut-Up Machine Adjuster
- Ham/Picnic/Butt Skinner/Townsend, Webber or Similar Wrapper Operator,

LEVEL C.

Primal Trim/Prep
Steak/Chop Saw
Sub Saw
Pork Butt/Picnic Boner
Retail Roast Makers
Receivers
Knife Room
Supply Room Operator
Formulator
Helm Operator
Tote off scaler

The Company agrees to provide a \$.50 premium for employees performing work on the steak saw, chop saw and sub saw.

LEVEL D.**LEVEL E.**

Team Leader

DISTRIBUTION CENTRE**LEVEL A.**

Selector
Sanitation/Garbage

LEVEL B.

High Reach Operator

LEVEL C.

Shipper/Receiver
Battery Room Operator

LEVEL E.

Team Leader

MAINTENANCE

LEVEL B.

Greaser
Parts Clerk

LEVEL C.

Apprentice

LEVEL D.

Licensed Tradespersons

LEVEL E.

Team Leader
Ontario Licenced trades — Electrician, Plumber, Millwright,
Mechanic, Stationary Engineer

FULL TIME WAGE SCALE

	Sept.24 2001	Sept 23 2002	Sept.22 2003	Sept.20 2004	Sept 19 2005	Sept.25 2006
Production/Distribution						
Level A	\$14.25	\$14.65	\$15.05	\$15.45	\$15.85	\$16.25
Level B	\$14.50	\$14.90	\$15.30	\$15.70	\$16.10	\$16.50
Level C	\$15.15	\$15.55	\$15.95	\$16.35	\$16.75	\$17.15
Level D	\$15.90	\$16.30	\$16.70	\$17.10	\$17.50	\$17.90
Level E	\$17.90	\$18.30	\$18.70	\$19.10	\$19.50	\$19.90
Maintenance						
Level A	—					
Level B	\$14.60	\$15.00	\$15.40	\$15.80	\$16.20	\$16.60
Level C	\$17.35	\$17.75	\$18.15	\$18.55	\$18.95	\$19.35
Level D	\$19.30	\$19.70	\$20.10	\$20.50	\$20.90	\$21.30
Level E	\$23.50	\$23.90	\$24.30	\$24.70	\$25.10	\$25.50

Note: Tool allowance is incorporated in Levels C, D and E maintenance rates.

Starting Rates

Starting rate for new employees hired after the date of ratification (September 18, 2001) will be 80% of the rate for which they were hired. Automatic increases of 5% will be granted on the completion of each 6 months service. After 24 months service the grade rate will be paid.

APPENDIX B

PART-TIME EMPLOYEES

Use of Part-time Help

It is agreed and recognized by both the Union and the Company that the business of the Company is subject to fluctuations according to the day of the week or month and the time of day, resulting in production peaks. For this reason it is necessary to employ both regular full-time and part-time employees.

In the event of the lay off of a full-time employee, that full-time employee will have the option of being assigned by the company to a part-time job.

When assigned as a part-time employee, all provisions of Appendix B applicable to part-time employees will be applicable to that reassigned full-time employee, except that the full-time employee assigned to part-time shall be paid his full-time rate for the first four (4) weeks of his reassignment to part-time.

1. The following provisions of the Agreement apply to employees working as Part-time. Appendix B will also apply to students who are hired as vacation relief during the period May 1 — September 30. All provisions of the agreement which apply to employees working as part-time will also apply to employees working as vacation relief.

Articles 1, 2, 3, 4, 6, 7, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 26, 27, 28, and 29.

2. (a) The Company agrees that part-time employees or a combination of part-time employees shall not be used to the extent that they replace or displace a present full-time employee from employment or prevent the hiring of a full-time employee, except in cases of short term absenteeism or emergency.

- (b) If replacement of a full-time employee is required by the Company, a part-time employee with the required seniority, skills and qualifications will be employed on a temporary full-time basis and covered by the terms of the full-time agreement.

Where a part-time employee replaces on a temporary full-time basis, he or she will return to the part-time payroll at the end of the full-time period.

- (c) Part-time employees may be called in at any time to cover for the short-term absence of full time employees for any reason, and for emergencies.
- (d) Employees shall not be called in or scheduled to work for less than four **(4)** hours.
3. Upon completion of four hundred **(400)** hours worked, employees covered by this Agreement shall be deemed to have served their probationary period and then shall be placed on the seniority list for part-time employees.
4. **For** all new part-time employees, there shall be a probationary period as outlined in Clause **3** and during such probationary period, the Employer shall have the right to discharge a probationary employee with or without good and sufficient cause. Such discharge shall not be subject to the terms of the Grievance Procedure. However, if an employee is continued in employment after such a period, seniority shall commence from the commencement of such continuous employment.
5. Part-time employees shall be allowed to bid on Level A full-time positions on the basis **of** seniority, job knowledge and competence.

Part-time employees required to work ten **(10)** consecutive weeks after October **3, 1995** as a temporary full-time, performing full-time hours, will be reclassified to permanent full-time.

6. A part-time employee, reclassified to full time employment, shall carry one-half (1/2) of his part-time seniority up to a maximum of **four** (4) years, to his **full** time employment (**in other words, a maximum of two** (2) years' seniority as a full time employee). Seniority thus acquired will be used for determining wages, layoff and recall. Up to one (1) year of such seniority will be applied to vacations.
7. A work schedule shall be posted in the department on each Friday by noon, showing the scheduled hours for each employee covered by the collective agreement for the succeeding week.

The Company will schedule hours of work in accordance with production requirements and may determine the number of hours per day or week operations or services shall be carried on. The Company will minimize the changes to the post schedules. **If** due to circumstances within the company control the schedule changes become necessary, the company will give the following notices.

- A. Twenty-four (24) hours of notice prior to a change in shift starting time;
 - B. Notice of Saturday work by the preceding Wednesday; and,
 - C. Notice of shift change one week prior to the effective day of the change.
8. The seniority rights of an employee shall be terminated if the employee:
 - (1) Voluntarily leaves the employ of the Employer;
 - (2) **Is** discharged for cause;
 - (3) **Is** absent from work because of sickness or disability and fails upon his return to work to produce a certificate from a duly qualified medical practitioner verifying such absence from work due to a sickness or injury when **so** requested by the Em-

ployer. Such certificate showing satisfactory cause of absence shall be recognized as sufficient reason for the absence;

- (4) Fails to return to work after a layoff within seven (7) days after notice of recall has been forwarded to his last address on file with the Employer;
 - (5) Fails to return to work upon the conclusion of a leave of absence without reasons satisfactory to the Employer;
 - (6) Is not recalled to work when laid off due to a lack of work for more than six (6) months.
9. Part-time employees shall not normally work more than 24 hours per week, except:
1. For vacation coverage;
 2. During the week prior to and the week of the statutory holidays;
 3. The use of part-time employees under this section shall not be considered as a replacement or displacement of full-time employees.
 4. Weeks covered under this section will not be considered when calculating 10 consecutive weeks under Section 5.

Only during the above listed times will part-time employees be paid overtime after 40 hours. Under all other circumstances the normal overtime rules for part-time employees as set in present section 10 will apply.

10. Part-time employees will not regularly work in excess of eight (8) hours per day and twenty-four (24) hours per week.

Part-time employees will be paid time and one-half (1.5) for hours worked in excess of eight (8) hours per day and forty (40) hours per week. Part-time employees will be paid a fifty cent (\$0.50) per hour premium for all hours worked in excess of twenty-four (24) hours up to forty (40) hours per week.

Except for those circumstances listed under Section 9 above, where overtime hours are to be given to full-time or part-time employees, part-time employees will **not be given an opportunity to work such** overtime until this opportunity has been given to qualified full-time employees on the applicable shift.

11. There will be no duplication of daily and weekly overtime premiums.
12. Where there is an insufficient number of volunteers for overtime work, overtime will be scheduled for the most junior employees of those normally performing the job, or other junior qualified employees on the shift, in the department.
13. Hours of work will be scheduled on the basis of seniority within the employee's home department, skills and qualifications.
14. One (1) employee will not be permitted to work alone on the night shift.
15. There shall be no split shifts.
16. Time clocks may be provided in the plant for the purpose of recording all time worked. All employees will record starting and quitting times.
17. Employees will be paid holiday pay according to Part VII-A of the Employment Standards Act with the exception of the number of qualifying days which will be ten (10) within the previous thirty **(30)** days, for the following holidays:

New Years Day	Victoria Day
Civic Holiday	Thanksgiving Day
Good Friday	Canada Day
Labour Day	Christmas Day
Boxing Day	

Heritage day will be granted if proclaimed by the Ontario Employment Standards Act.

18. Employees will be given reasonable notice if required to work on a statutory holiday or individual lieu day. In no case will an employee be required to **work** less than four (4) hours on a statutory holiday or an individual lieu day, when scheduled to work.
19. Employees shall receive vacation pay to May 1st of any year on the basis of four percent (4%) of their previous year's earnings.
20. A request for leave of absence for any legitimate purpose shall be considered by the Employer and shall not be unreasonably withheld. Such permission shall be requested in writing through the Plant Personnel Manager. Permission, if granted, shall be in writing from the Personnel Department. If the request is refused, written reasons for the refusal shall be given. Employees shall normally receive a written reply to a request of leave of absence within two (2) weeks of the submitting of such request.
21. Upon request to the Employer, the Employer shall allow leave of absence without loss of seniority for their period of time that the employee is a candidate in Federal, Provincial, Regional or Municipal elections. An employee elected to public office shall be allowed leave of absence without loss of seniority during his first term in office.
22. The Employer agrees to grant written leave of absence for a period of not more than twelve (12) months to any employee who has been elected or appointed to a position with the International or Local Union, if such duties require him to have leave of absence from his Employer duties on a full time basis — the employee to give reasonable notice.
23. The Employer will grant pregnancy leave in accordance with the Ontario Employment Standards Act.
24. In the event that a part-time employee is called and serves on a jury, or is served a supeona by the Crown,

the Employer agrees to make up the difference, if any, between Jury Duty pay and scheduled hours lost. The employee must notify his supervisor promptly when he is called. Any difference **will be paid** only on proof of attendance and the amount actually paid.

25. All employees will receive a **slip** or cheque stub for work performed the previous week, showing gross pay, overtime separate, and all other deductions itemized, by Friday morning. Slips/cheques will be issued in a sealed envelopes. Pay cheques will be by Direct Deposit.

PART-TIME WAGES

	Eff. Sept 15 2001	Eff. Sept.23 2002	Eff. Sept.22 2003	Eff. Sept20 2004
Cumulative Hours				
0-2000 hours	\$10.00	\$10.40	\$10.80	\$11.20
2001-4000 hours	\$11.00	\$11.40	\$11.80	\$12.20
4001 hours	\$12.50	\$12.90	\$13.30	\$13.70
	Eff.	Eff.		
Cumulative Hours	Sept.19 2005	Sept.25 2006		
0-2000 Hours	\$11.60	\$12.00		
2001-4000 Hours	\$12.60	\$13.00		
4001 Hours	\$14.10	\$14.50		

LETTER OF AGREEMENT
Re: Full Time Assurance of Employment

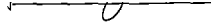
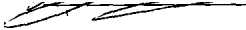
Full time employees at the date of ratification will not be laid off except in the event of an entire department closure. Such a lay off will not exceed the average number of **full** time employees within that department over the thirteen (13) weeks prior to the closure.

R For clarity, the departments are beef, pork, poultry, grind, sausage, and distribution.

This letter is not intended to limit management's right to discipline or discharge employees for **just** cause.

Cargill Foods

UFCW



LETTER OF AGREEMENT

Re: Time Limits

In view of recent changes to the Ontario Labour Relations Act, and resulting decisions therefrom, and in view of the parties' history of amiable Labour Relations, the parties agree to the following:

That neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.

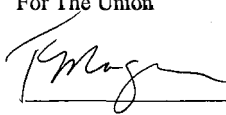
The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

Signed by the parties the 21st day of February, 2002.

For The Company



For The Union



LETTER OF AGREEMENT

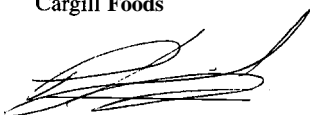
Re: Scheduling

1. The Company will inform the Union of the reasons for any changes in scheduling as soon as possible and will give the Union opportunity for input. The Company will give the Union at least 30 days notice before implementing the change.
2. It is the preference of the Company to operate a 5 day work week.
3. When designing shift schedules, the Company agrees to follow these guidelines:
 - a) Employees will have a minimum of two consecutive days **off**
 - b) Employees will not work split days or split shifts;
 - c) Employees will not be required, as part of their regularly scheduled shift, to work seven consecutive days;
 - d) Employees will not rotate between first and second shift.
4. Day shift will start no later than 9:00 a.m.
5. At this time, it is the Company's intention to put the following shift schedule in place using the above parameters:
 - a) Afternoon Production —
Sunday to Thursday schedule.
6. The Company and the Union agree to discuss areas of the collective agreement affected by the above prior to implementation.

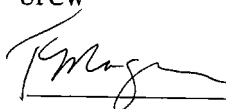
Management presented an example of a seven day schedule. Seven day schedule consisted of 4 ten hour shifts, Monday to Thursday; 3 ten hour shifts, Friday

to Sunday: and part time crews 7 days a week, maximum 6 hours per day.

Cargill Foods



UFCW



LETTER OF AGREEMENT

Re: Team Leaders

The Company may introduce a new position called a Team Leader during the term of the Collective Agreement. Before such introduction the Company will do the following:

- 1) advise the Union prior to implementation and effective date.
- 2) post the positions in accordance with Article 8 of the Collective Agreement.
- 3) the successful applicant will have a 30 day training period.

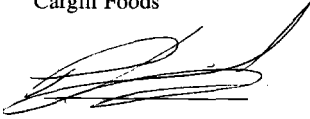
The Team Leader's responsibilities will be as follows:

- a) ensure continual even flow of product throughout the process as directed by the supervisor or the product plan given.
- b) ensure packages, materials and supplies are available as required.
- c) ensure raw material shortages and non-conformances on raw materials are communicated to the supervisor.
- d) notify the supervisor of any potential or actual downtime.
- e) notify the supervisor of any unsafe conditions.
- f) ensure product specifications are communicated and understood.
- g) fill in on line as required.
- h) assist in the training of employees as required.
- i) ensure any possible product fill rates are communicated to the supervisor.

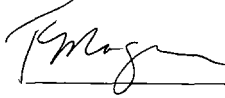
The application of all guidelines as referred to in this Letter of Agreement are subject to the grievance procedure. If it is found through the grievance procedure that the team

leader/s are not following the guidelines as set out in this agreement he/she will be removed from said position and returned to his/her previous position and rate.

Cargill Foods

A handwritten signature in black ink, appearing to be a stylized name, positioned below the text 'Cargill Foods'.

UFCW

A handwritten signature in black ink, appearing to be a stylized name, positioned below the text 'UFCW'.

LETTER OF AGREEMENT
Re: Maintenance Rates

The Company agrees that Joe Schindler and Frank Alvaro will also receive the rate of \$23.00 p/hr, plus all contractual increases.

Cargill Foods



UFCW

