

THIS AGREEMENT ENTERED INTO AS OF THE DAY OF 19

SOURCE	C.O.		
EFF.	95	02	0
TERM.	97	01	0
No. OF EMPLOYEES	28		
NOMBRE D'EMPLOYÉS	28		

BETWEEN:

MAPLE LODGE FARMS LTD

GARAGE WORKERS

(hereinafter referred to as the "Company")

OF THE FIRST PART

AND

**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 175, AFL-CIO-CLC**

(hereinafter referred to as the "Union")

OF THE SECOND PART

1025301

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ARTICLE 1 - INTENT AND PURPOSE

- 1.01 The general purpose of this Agreement is in the mutual interests of the Company, the Union and the employees, **and** is to provide for economy of operation, quality and **quantity** of output, and to establish and **maintain** a satisfactory procedure to cover the settlement of differences arising out of this Contract, and to set further those working conditions which have been negotiated. The Union recognizes that in order to provide a proper relationship between the parties, the Company must be kept in a strong competitive market position, which means it must produce at the best possible efficiency and lowest cost, and the Union agrees to support the Company in obtaining such objectives.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union **as** the sole and exclusive bargaining agent of **all** employees of Maple Lodge Farms Ltd. employed in its garage at R.R. #2, Norval, Ontario, save and except General Garage Foreman, persons above the rank of General Garage Foreman, driver trainer, and office and clerical staff.
- 2.02 The term "employee" and the word "employees" whenever used in the Agreement shall mean those persons described in the bargaining unit set forth in Article 2:01.
- 2.03 The Company agrees that the General Garage Foreman, persons above the rank of General Garage Foreman **and** all non-bargaining unit personnel will not

perform bargaining unit work except for instruction, training of bargaining unit personnel or emergency situations. **This** provision does not apply to the General Garage Foreman who will be permitted to perform a maximum of seven (7) hours per ~~week~~ of bargaining unit work. It is also understood and agreed that the data entry functions performed in the garage are and will continue to be performed by both bargaining unit **and** non-bargaining unit employees.

ARTICLE 3 - UNION SECURITY

- 3.01 The Company agrees to deduct every fourth (4th) week in a month from the earnings of each employee regular Union dues and to remit the total so deducted monthly to the designated officer of the **Union**, together with the list of employees from whom such deductions have been made.
- The Company agrees to co-operate in providing tape-to-tape format for remittance of Union dues.
- 3.02 In order that the Company may have definite instructions as to what amount is to be deducted for Union dues, it is agreed that the Union will promptly notify the Company, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Company for regular Union dues, and the Company shall have the right to continue to rely on such written notification until it receives other written notification from the Union signed with the same formality.
- 3.03 The Union agrees to hold the Company harmless against **all** claims, demands, and expenses should **any** person, at any time contend or claim that the Company has acted wrongfully or illegally in making such dues deduction.
- 3.04 Twice the regular monthly **Union** dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the check-off immediately preceding.
- 3.05 The Company agrees to list the amount of Union dues paid on employees' T-4 forms for income **tax** purposes.
- 3.06 The Company will advise the Union once a month of the name, address **and** Social Insurance Number of each new employee, also the names of employees being separated.
- 3.07 The Company agrees to deduct after completion of the probationary period ~~the~~ Union initiation fee when presented with a signed application for membership card that **authorizes** such deduction. The Union will advise the Company in writing of the amount of the initiation fee.

As a condition of employment each employee covered by this Agreement must become **and** remain a member of the Union in **good standing**. The Company agrees to have the employee fill out Union application cards **as** part of the hiring process.

ARTICLE 4 - MANAGEMENT'S

4.01 Except **as, and** to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively **within** the rights of the Company and its Management. Without limiting the generality of the foregoing, the Company's rights include:

- (a) the right: to maintain order, discipline and efficiency; to make, alter and enforce, rules and regulations, policies and practices, to be obeyed by its employees; to discipline and discharge employees for just cause;
- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend and retire employees, to plan, direct and control operations; to select and retain employees for positions excluded from the bargaining unit (provided the employee so selected had no objection to the promotion), and to transfer employees into the bargaining unit;
- (c) the right: to operate and manage the enterprise in order to satisfy its commitments and responsibilities, the right to **determine** the location of operations and their expansion or curtailment, the direction of the working forces, the scheduling of operations and production, the sub-contracting or contracting out of work, the number of shifts, the methods, processes and means of production, job content, quality and reasonable quantity standards, the right to use improved methods, machinery **and** equipment, the right to decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting times; and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company; and
- (d) the sole **and** exclusive jurisdiction over all operations, buildings, machinery, equipment and employees shall be vested in the Company.

4.02 The Company agrees that it will not exercise the foregoing rights in a manner inconsistent with the express provisions of this Agreement.

4.03 The Company will provide the Union with copies ~~of~~ changes to its written rules and regulations prior to implementation. If the Union wishes to comment on such written rules and regulations, it shall do so within five **(5)** days of receipt.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The Union undertakes and agrees that while this Agreement is in operation, neither the Union nor any employee, shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company. And the Company agrees that it will not engage in any lockout during the ~~term~~ of this Agreement.

5.02 Any employee who participates in any of the foregoing conduct may be disciplined or discharged.

5.03 In the event of ~~the~~ Union or employees participating in activity prohibited by Article 5:01 hereof, ~~all~~ seniority rights under this Agreement shall be suspended until such activity ceases.

5.04 The word "strike" and the word "lockout" ~~as~~ used in Article 5:01 shall have the same meaning given to those words in the Ontario Labour Relations Act, R.S.O., 1990 C.L.2 ~~as~~ amended.

6 - SEEN

6.01 The Union may elect or appoint from amongst employees ~~with~~ at least six (6) months' seniority two (2) Union Stewards. The Union will inform the Company, in writing, of the identity of all Union representatives, and the Company shall not be obliged to recognize such personnel until it ~~has~~ been so informed. In addition, ~~and~~ subject to the conditions ~~as~~ foregoing, the Union shall advise the Company of all other Union officials.

6.02 The Company recognizes the right of the Union to appoint or select a Negotiating Committee comprised of not more than two (2) employees who have at least one (1) year seniority ~~with~~ the Company, and will recognize ~~and~~ deal with such ~~Committee with~~ respect to negotiating the renewal or modification of this Agreement at the proper time.

6.03 The Union agrees that no Union member or representative will conduct ~~any~~ ~~Union activities~~ on the premises of the employer without the express permission of

the Personnel Manager or his designate. No Union official shall have access to the premises of the Company without the express consent of the Personnel Manager or his designate,

6.04 For the purpose of this Agreement, the stewards together with the officers of the Union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.

6.05 Stewards shall not suffer a loss in pay as a result of attendance at grievance meetings with Management. Where possible such meetings will be held during regular working hours.

6.06 Where a representative of the union wishes to visit the Company's premises, he shall request permission for such a visit in advance. Such permission will not be unreasonably withheld. A representative of the Union having been given permission to visit the Company's premises shall restrict his activities to the purpose for which such permission was granted.

6.07 The Company will extend the same privileges to the Union for the use of the boardroom as it does for the main plant employees.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The grievance procedures herein provided for are among the most important matters in the successful administration of the Agreement. The Company and the Union therefore agree that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration, or alleged violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.

7.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.

7.03 The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing at

Step 1 of the grievance procedure within seven (7) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. However, if the Company does consider or process a grievance which has been presented late, the Company shall not be estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

7.04 All time limits referred to in the grievance procedure herein contained shall be deemed to mean "work days". For the purpose of this Article "work days" shall mean Monday to Friday.

7.05 No employee shall have a grievance until he has discussed his complaint with the General Garage Foreman. The employee shall bring the circumstances of his complaint to the attention of the General Garage Foreman within seven (7) days from the time the circumstances upon which the complaint is based were known or should have been known. The General Garage Foreman will meet with the grievor and steward as soon as possible to try to resolve the complaint. If the General Garage Foreman does not promptly settle the matter to the employee's satisfaction, the employee's proper grievance shall be processed as follows.

STEP NO. 1

If an employee has a grievance, the grievance shall within the seven (7) days referred to in Article 7:03 hereof, be reduced to writing and presented to the Assistant Fleet Manager. The Assistant Fleet Manager shall give the grievor a written reply as soon as possible, but not later than four (4) days after such decision. If such reply is not satisfactory to the grievor, the next step must be taken within four (4) days of the Assistant Fleet Manager's answer, but not thereafter.

The grievance referred to above shall identify:

- (a) the facts giving rise to the grievance
- (b) the section or sections of the Agreement claimed violated, if any; and
- (c) the relief requested;

and shall be signed by the employee and countersigned by the steward.

STEP NO. 2

At this step, the written grievance shall be presented to the Industrial Relations Manager or his designate, within the aforesaid four (4) days of receipt of the Assistant Fleet Manager's reply but not thereafter. A meeting will be held

between the steward together with the grievor involved and the Industrial Relations Manager, together with other representatives of management within four (4) days of the presentation of the written grievance to the Industrial Relations Manager. A staff representative of the Union may be present at such a meeting if requested by either party. The Industrial Relations Manager shall give his written reply to the steward within four (4) days of such meeting.

If the Industrial Relations Manager's reply is not satisfactory to the grievor, the next step must be taken within ten (10) days after the delivery of the Industrial Relations Manager's reply to the steward but not thereafter.

STEP NO. 3

In the event the grievance is not settled at Step 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from the delivery of the decision at Step 2 to the steward but not thereafter.

If the request for arbitration is not so given, within such ten (10) day period, the decision at Step 3 shall be final and binding upon both parties to the Agreement, and upon any employee involved.

The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and the remedy sought. The party giving such notice shall be bound by same and shall be restricted to arbitrate the issues presented by the notice.

The recipient of the notice shall within ten (10) days advise the other party, in writing, of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the two (2) appointees fail to agree upon a chairman, within the time limited, the Ministry of Labour for Ontario shall, if requested within (5) days from the expiry of the date upon which the two (2) appointees are to appoint a chairman but not thereafter, forthwith appoint a qualified person to be chairman.

7.06

The arbitration board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, the decision of the chairman shall govern.

7.07 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 7:05 hereof.

7.08 Each party hereto shall bear its own costs of and incidental to any arbitration proceedings. The fees and charges of the chairman of the board of arbitration shall be borne equally by the two (2) parties hereto.

7.09 The time limits and other procedural requirements set out in this Article 7 are mandatory and not merely directory, therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the time specified. The time limits in this Article 7 may be extended if both parties agree.

7.10 A grievance which has been disposed of pursuant to the grievance provisions of the Agreement shall not again be made the subject matter of a grievance. A grievor shall have the right to withdraw the grievance at any stage of the proceedings.

7.11 A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at any step of the grievance procedure both the Company and the Union representatives who pass on the same as provided herein shall, after ratification, sign the settlement as endorsed upon the written grievance, so that no questions or argument may arise as to what the settlement was.

7.12 When an employee's grievance is settled by the parties or determined by a board of arbitration on the basis that the employee is entitled to be reimbursed for wages lost as a result of action on the part of the Company in violation of this Agreement such reimbursement shall be at the appropriate hourly rate exclusive of any shift premiums for those days he was otherwise available for work and recall at the employer's plant, but there shall be subtracted therefrom any and all monies the employee received during such period.

7.13 Union Policy Grievance or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within five (5) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take the place within the framework of Step 2 of Article 7:05 hereof. The Company or the Union, as the case may be, shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party the grievance may be submitted to arbitration within fifteen (15) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

7.14 Discharge Cases and Suspension Cases

A claim by a seniority employee that he has been discharged or suspended shall be treated as a grievance and shall commence at Step 2 of Article 7:05 provided a written grievance signed by the employee and his steward is presented to the designated official of the Company within three (3) days after the discharge or suspension. The Union shall not question the discharge or suspension of any probationary employee nor shall such discharge or suspension be the subject of a grievance. When an employee has been discharged or suspended, he will be given an opportunity to interview his steward prior to leaving the Company's premises provided his steward is available on the Company's premises.

All discharge or suspension grievances shall be discussed by the parties within seventy-two (72) hours of the grievance being filed.

ARTICLE 8 - LEAVES

8.01 Personal Leave

"Leave of Absence" shall mean an absence from work requested by an employee in writing and consented to by the Company having regard to the Company's business requirements. Leave granted shall be in writing covering a specific period of time and shall be without pay or any other form of compensation, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing. Leave of Absence request shall be made to the Personnel Department and may be granted by the Personnel Department in accordance with the provisions of this Article 8.01.

8.02 Bereavement Leave

- (a) **An** employee with established seniority, who suffers a loss in his immediate family, shall be granted up to three (3) days leave of absence with pay provided that the bereavement days fall on regularly scheduled work days of the employee. Such leave shall not extend beyond the day following the day of the funeral.

"Immediate family" for the purposes of this Article 8:02 shall mean father, mother, wife, husband, common law spouse, son, daughter, mother-in-law, father-in-law, brother, sister.

An employee with established seniority, who suffers a loss of a brother-in-law, sister-in-law, grandparent or grandchild, shall be granted a one (1) day leave of absence with pay to attend the funeral, provided that the bereavement day falls on a regularly scheduled working day of the employee.

- (b) In the case of employees who work a twelve (12) hour shift, payment in 8:02 (a) above shall be for a regular twelve (12) hour day.

8.03 Jury Leave

The Company shall grant a leave of absence to **an** employee who is required to serve as a juror or subpoenaed to appear as a Crown Witness during his normal working hours. The employer will pay such **an** employee the difference between his normal straight time hourly earnings and the payment he receives for jury service or witness fee, excluding payment for travelling, meals or other expense. The employee shall present proof of service and the amount of pay received.

8.04 Disability Leave

- (c) **An** employee who, because of illness or injury requiring an absence from his job ~~shall~~, upon furnishing medical evidence setting out date (s) or attendance before his physician, employee's illness or injury and general treatment provided by physician, be granted a sick leave for the duration of the period of his disability due to such illness or injury. The employee shall furnish supplementary medical evidence of disability, from time to time, **as** required by the Company. The Company shall have access to such medical evidence. Failure to furnish such evidence of disability within ten (10) working days of the request will result in termination of the employee's employment and seniority. The Company reserves the right to have any employee examined by a Company physician in connection with a sick leave.
- (d) When an employee requests a sick leave after the shift has started, he must if requested by the Company present a Doctor's certificate prior to returning

to work. Notwithstanding the foregoing, employees who are habitually absent shall **be** required to submit medical documentation for each **and** every absence if requested by the Company.

- (e) It is understood and agreed that regular attendance at work is required of employees. **Where the** record of an employee indicates too much time off or recurring or repetitive time off, they may be subject to discipline.
- (f) The Company will advise **an** employee in writing when they are considered as being habitually absent.

8.05 PREGNANCY AND PARENTAL LEAVE

The Company **will** grant pregnancy leave and/or parental leave, without pay, in accordance with the Employment Standards Act of Ontario to those employees who are eligible under the **Act** for such leave and who make application on forms supplied by the Company.

8.06 UNION CONVENTION LEAVE

Employees **will be** granted a leave of absence without pay in order to attend Union Conventions or conferences subject to the following limitations:

- (a) no more than one (1) employee may be absent at one time;
- (b) at least two **(2)** weeks' notice of a request for such leave will be given by the Union in writing;
- (c) the total number of days absent by all employees in the bargaining unit shall not exceed twenty **(20)** days in a calendar year.

8.07 **UNION LEAVE**

An employee who is elected or appointed to a full-time position with the Union shall, upon one (1) weeks notice, **be** granted a leave of absence without pay, for a period not to exceed the **term** of this Agreement and upon one (1) week's notice of his desire to return to work with the Company, shall be placed in the position previously held, or one at an equal rate of pay, and seniority during such leave of absence shall accrue. This privilege shall be limited to one (1) employee.

8.08 **RETURN TO WORK**

An employee returning to work from a leave of absence, sickness or pregnancy leave, Worker's Compensation, or vacation **will** be returned to his regular job or an equivalent job, provided he is able to do the required work and his job is available.

8.09 **MODIFIED WORK**

When **an** employee **has** been sick or absent due to compensation or suffering a disability without absence **and** a doctor recommends modified work, the Company will endeavour to provide the same and the employee will be expected to perform the work assignment provided he is capable of performing the required work.

When **an** employee is on modified work, overtime will be allocated at the Company's discretion. Such discretion will not be exercised in a discriminatory or arbitrary way.

ARTICLE 9 - WAGES AND PREMIUMS

9.01 Appendix "A" attached hereto shall form part of the Collective Agreement.

9.02 Employees who work beyond or below the hour shall be paid in increments of six (6) minutes. **An** employee working half or more of six (6) minutes will receive full six (6) minutes pay, and employees working less than half the **six** (6) minutes shall **be** paid to the previous six (6) minutes. The same formula will apply prior to the hour.

ARTICLE 10 - SENIORITY

- 10.01 **An** employee shall be considered a probationary employee until he has performed fifty-five (**55**) days of work for the Company during a period of twelve (12) continuous months. (Statutory holiday considered **as** a day worked for purposes of probationary periods). During such probationary period, he shall have no seniority rights. Upon completion of this period, the employee's seniority shall be dated from the date the employee commenced his probationary period. Where during an employee's probationary period, the Company **has** given him two (**2**) or more written warnings, it is understood and agreed that the discharge of such employee during his probationary period shall be deemed to be for just cause. Where such warnings have been given, no Arbitrator or Board of Arbitration shall have any jurisdiction to alter, modify, or amend the penalty nor to substitute any other penalty for discharge. The term "seniority employee" **as** used in this Agreement shall be deemed to mean **an** employee who has completed his probationary period.
- 10.02 **(a)** It is recognized and agreed that apprentices must be employed and certified in accordance with the appropriate government regulatory body and shall be selected or appointed for their positions on the basis of the certification. Any apprentices that do not pass the government requirements to be upgraded may not be retained by the Company, at the Company's discretion. Such discretion shall be exercised reasonably.
- (b)** In filling permanent job vacancies and in cases of promotion or of increase or decrease of the work force, the following factors **will** be considered
- (i)** competence and qualification;
- (ii)** fitness and reliability;
- (iii)** seniority.
- Where, between employees, the factors in (i) and (ii) **are** relatively equal, the senior qualified employee shall be selected.
- 10.03 In the case of lay-off of ~~three~~ (3) days or less, lay-offs **will** be done on a job-by-job basis by seniority amongst those performing the job on that shift on that day. For the purpose of these lay-offs, verbal notice shall be given to the employee on the day prior to the lay-off.
- 10.04 In the case of lay-off of more than three (3) days, the Company will attempt to contact employees to provide verbal notice on the day prior to the lay-off.
- 10.05 Where **an** employee has been moved to another job because of **a** lay-off, he shall be returned to the position he held before the layoff prior to any employee on lay-off being recalled to fill the position.

10.06 A **seniority** list will be prepared and posted every month and a copy sent to the Union office.

10.07 The appointment or selection of employees for supervisory positions or for any position not subject to the provisions of this Agreement is not covered by this Agreement, but if any employee on a seniority list is so transferred or appointed and later is transferred back to a position which is governed by **this** Agreement, then he shall be accredited **with** the Seniority he acquired prior to leaving the bargaining unit **and** shall have added thereto the time spent while serving **outside** the bargaining unit up to a maximum of six (6) months.

Such employee will only **be** permitted to transfer back to the bargaining unit by way of a successful application to a job vacancy made in accordance with Article 17:01 of the Agreement.

10.08 **An** employee shall lose all seniority and service rights and be deemed terminated if

- (a) an employee voluntarily quits;
- (b) the employee is discharged and not re-instated through the grievance or arbitration procedure;
- (c) the employee fails to report to work for two **(2)** consecutive **working** days **without a valid** reason;
- (d) an employee on lay-off fails to return to work after recall within one (1) working day after notification requiring him to return to work, except **an** employee on lay-off who is employed elsewhere may return within seven **(7)** **working** days after notification provided that upon receipt of the notification he advises the Company that he is **working** and where and intends to return to the Company. Pending his return, the Company shall be permitted to fill the position in such manner **as** it sees fit;
- (e) for a period of nine (9) consecutive months the employee does not perform any work for the Company;
- (f) **an** employee fails to return to work immediately after the expiration of any leave granted to him; **and**
- (g) he retires or is retired.

10.09 **It shall be the duty** of the employee or laid-off person to notify the Company promptly, in writing, of any change of address. If an employee or laid-off person shall fail to do this, the Company will not be responsible for failure of a notice to reach **him** and any **notice** sent by **the** Company **by mail** to the address which appears on the Company's personnel records, or telegram to the address which appears on the

Company's personnel records, shall conclusively be deemed to have been received by the employee or laid-off person.

10.10 Where the Company anticipates a lay-off will exceed five **(5)** days, the Company will advise the steward and Union office of the names of employees being laid off. When such employees are recalled, the steward and the Union office will be advised.

ARTICLE 11 - HOURS OF WORK

11.01 It is hereby expressly understood and agreed that the provisions of Article 11 are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation upon the hours of work to be done per day or per week or otherwise, nor a guarantee of working schedules.

11.02(a) The normal work day for employees on a twelve (12) hour shift will be twelve (12) straight time hours as set out in Appendix B.

For the purpose of this Agreement, the twelve (12) hour shifts are:

(i) 12:00 pm (noon) to 12:30 **am**;

(ii) 12:00 **am** (midnight) to 12:30 pm

inclusive of an unpaid lunch.

Reference ~~to~~ A to F in Appendix B relates to the crews on each of the shifts.

11.02(b) The normal work week for all other employees will be composed of forty (40) straight time hours worked in a seven (7) day period **as** designated by the Company. The Company however agrees that except by mutual consent the schedule of individual employees shall not be changed without three (3) days' notice. The requirement for three (3) days' notice shall not apply where this change in schedule is made necessary because of absenteeism or other reasons beyond the control of the Company. In such cases the Employer will give as much notice **as** possible.

Employees will be scheduled to be off work two (2) consecutive days per week.

11.03(a) **An** employee shall be paid overtime at the rate of time and one-half (1%) the employee's straight time rate of pay exclusive of shift premiums for all hours worked in excess of eight **(8)** hours per day. Employees working twelve (12) hour shifts shall be paid overtime at the rate of time and one-half (1%) the employees' straight time rate of pay exclusive of shift premiums for **all** hours worked in excess of twelve

(12) hours per shift. If an employee will, **as** a result of overtime work, not have eight (8) hours off between shifts, the employee may be required by the Company to perform a shorter shift on his next regular shift.

11.03(b) An employee shall be paid at the rate of time **and** one-half (1%) the employee's straight time rate of pay exclusive of shift premiums for all hours worked on the sixth (6th) consecutive day of a work week. Employees working a seventh (**7th**) consecutive day of a work week shall receive two (2) times their straight time rate of pay exclusive of shift premiums.

11.03(c) Overtime is completely voluntary. If overtime is required the Company agrees that it **will be** offered to qualified employees by seniority to those who are at work on the shift for which the overtime is required. If enough volunteers cannot be secured then the Company will assign the overtime in reverse order of seniority to those who are at work on the shift and are qualified to do the work.

11.04 In no case will there be duplication or pyramiding of overtime and any other premium compensation.

11.05(a) Each employee working an eight (**8**) hour shift shall receive a twelve (12) minute **break** during the first half **and** a twelve (12) minute break during the second half of each shift, providing the shift is in excess of two hours, at times designated by the Company but breaks will not be changed by more than one-half ($\frac{1}{2}$) hour from normal break times. Such employees shall also receive a one-half ($\frac{1}{2}$) hour unpaid lunch break. Employees working a twelve (12) hour shift shall receive an additional fifteen (15) minute break. The breaks shall be **as** defined in Article 11:05(b) but may **be** changed by the Company by not more **than** one-half ($\frac{1}{2}$) hour from normal break times. An additional break will be given for every two (**2**) continuous hours of work thereafter.

11.05(b) Breaks for the twelve (12) hour shift are to commence as follows:

DAY SHIFT (CREWS B, D & F)

Meal Break 3:00 pm (**15** min)
Lunch **Break** 6:00 pm (30 min unpaid meal break)
2nd Break 8:30 pm (12 min)
3rd Break 10:30 pm (12 min)

NIGHT SHIFT (CREWS A, C & E)

Meal Break 3:00 **am** (15 min)
Lunch Break 6:00 **am** (30 min unpaid meal break)
2nd Break 8:30 am (12 min)

3rd Break 10:30 **am** (12 min)

11.06 **An** employee who works on a scheduled shift that commences between 12:00 midnight and 12:00 **noon** shall receive a shift premium of forty cents (40¢) per hour for **all** hours worked **between 6:00 pm and 6:00 am**. **An** employee who qualifies for shift premium will not lose their premium by **starting**, at the request of the Company, prior to their normal shift.

11.07 The Company agrees that no part-time employees or students will perform bargaining unit work where regular full-time employees are on lay-off or have not worked their regular work day or week.

11.08 The Company will guarantee the following:

- (a) employees who are scheduled to work a forty (40) hour week shall be guaranteed thirty-six (36) hours of **work** each **week**;
- (b) employees who **are** scheduled to work a forty-eight (**48**) hour week shall be guaranteed forty-four (**44**) hours of work each week;
- (c) employees who are scheduled to work a thirty-six (36) hour week shall be guaranteed thirty-two (32) hours of work each week.

The guarantee for all employees is subject to the following conditions:

- (i) **any** hours of work offered and refused by **an** employee **will** be deducted from the guarantee;
- (ii) time missed due to illness or lay-off of one (1) day or more will be deducted from the guarantee;
- (iii) **an** Act of God which prevents the Company from operating such hours will be deducted from the guarantee;
- (iv) statutory holiday hours will be considered hours of work and will be deducted from the guarantee.

ARTICLE 12 - DESIGNATED HOLIDAYS

12.01 (a) The following days shall be observed **as** holidays with pay for seniority employees. Seniority employees shall receive eight (8) hours pay at the regular straight time hourly rate as holiday pay. Employees working a twelve (12) hour shift shall receive twelve (12) hours pay at the regular

straight-time hourly rate ~~as~~ holiday pay. Payment shall be made ~~as~~ described in Article 12.02(a) and (b). The designated holidays are:-

New Year's Day
Good Friday
Victoria Day
Canada Day
Simcoe Day
Labour Day
Thanksgiving Day
~~Christmas~~ Day
Boxing Day
Employee's Birthday
Floater (will be Heritage Day if legislated)

- (b) If the employee's birthday falls on a statutory holiday, on a non-work day for that employee, or during the employee's approved vacation schedule, he shall ~~be~~ allowed ~~an~~ extra day off or an extra day's pay at straight time rate of pay at the employee's option. Days off are to be a mutually agreed day between the employee and the Company.

12.02(a)

Where a designated holiday falls on a scheduled work day for ~~an~~ employee, it shall be observed at a time mutually agreed upon by the employee ~~and~~ the Company. The employee shall be paid his twelve (12) or eight (8) hour straight time hourly rate for the designated holiday and his straight time hourly rate for the mutually agreed day off. Should the employee be required by the Company to work the mutually agreed upon day off he shall be paid at the rate of two ~~(2)~~ times his straight time hourly rate of pay for all hours worked. The provisions of ~~this~~ Article 12.02(a) do not apply to ~~an~~ employee who has had the holiday off and starts another shift before the end of the designated holiday.

12.02(b)

Where a designated holiday falls on a non-work day for an employee, it shall be observed on ~~an~~ alternate day designated by the Company. The employee shall be paid his twelve (12) or eight ~~(8)~~ hour straight time hourly rate for the day designated by the Company. Should the employee be required by the Company to work the alternate day he shall be paid at the ~~rate~~ of two (2) ~~times~~ his straight time hourly rate of pay for all hours worked. The provisions of this Article 12.02(b) do not apply to

an employee who has had the holiday off and starts another shift before the end of the designated holiday.

12.02(c) For employees who work eight **(8)** hour days, where a designated holiday falls on a Saturday or a Sunday which is not their regularly scheduled work day, it shall be observed on the preceding Friday or the following Monday.

12.03 **An** employee shall only be considered to have worked on a designated holiday if he is required to work during the period he would have worked had the designated holiday been a normal work day for the employee.

12.04 In order to qualify for payment of any of the holidays designated in Article 12:01, the employee must work the scheduled shift on the declared work day immediately prior to the holiday and the scheduled shift on the declared work day immediately following the holiday.

An employee who is otherwise eligible but fails to work the shift before or the shift following the holiday due to **an** absence authorized in advance by the Company shall not be disqualified from receiving holiday pay.

An employee who is otherwise eligible but fails to work the shift before, or the shift following the holiday due to an injury for which workers' compensation is received, hospitalization or an absence authorized by the Company shall not be disqualified from receiving holiday pay.

An employee who is otherwise eligible and who reports for work **as** scheduled on the day prior or the day following a designated holiday, but who subsequently leaves work prior to the completion of either shift, who **has** a reasonable excuse of which management has been informed prior to his departure, shall not lose **entitlement** to holiday pay.

12.05 The Company agrees to pay **an** employee who would otherwise qualify for designated holiday pay, but who is receiving sick leave pay or workers' compensation the difference between sick leave pay or workers' compensation and the holiday pay, **as** the case may be. This provision will only apply when the employee is receiving weekly sick leave benefits, or if on workers' compensation,

for a period not to exceed the maximum stipulated by the sick leave benefit insurance plan.

ARTICLE 13 - VACATIONS

- 13.01 Employees with less than one (1) year's continuous service as of June 30th in any year shall accumulate vacation at the rate of one half (1/2) day per month for each full month of service from the date of their employment to June 30th in any year and shall be granted vacation pay in accordance with the provisions of the **Employment Standards Act**.
- 13.02 An employee having at least one (1) year's continuous service with the Company as of June 30th in any year shall be entitled to two (2) weeks' vacation with pay computed at the rate of four percent (4%) of the employee's earnings with the Company in the twelve (12) month period immediately preceding such June 30th.
- 13.03 An employee having at least five (5) years' continuous service with the Company as of June 30th in any year shall be entitled to three (3) weeks' vacation with pay computed at the rate of six percent (6%) of the employee's earnings with the Company in the twelve (12) month period immediately preceding such June 30th.
- 13.04 An employee having at least nine (9) years' continuous service with the Company as of June 30th in any year shall be entitled to four (4) weeks' vacation with pay computed at the rate of eight percent (8%) of the employee's earnings with the Company in the twelve (12) month period immediately preceding such June 30th.
- 13.05 **An** employee having at least twenty (20) years' continuous service with the Company as of June 30th in any year shall be entitled to five (5) weeks vacation with pay computed at the rate of ten percent (10%) of the employee's earnings with the Company in the twelve (12) month period immediately preceding such June 30th.
- 13.06 Notwithstanding the other provisions of this Article 13, when an employee is discharged for just cause he will receive vacation pay in accordance with the **Employment Standards Act**.
- 13.07 Employees shall advise the Company on the appropriate form, by January 15 of any year, of the time they prefer to take vacation during that year. The Company will advise the employees by March 1st of that year whether or not their vacation request is approved. When the Company has granted vacation, it will not allow employees to exchange vacation periods. Where there is a conflict between two (2)

or more employees regarding preferred time for vacation, the Company will consider **seniority** in assigning the vacation subject to the Company having the right to retain enough qualified employees to perform the work. The Company will provide the Steward (to be named by the Union) and the Union office with a copy of the vacation schedule by February 21st. After **an** employee **has** been advised of his vacation the Company shall not alter his vacation.

13.08 If a designated holiday falls within **an** employee's vacation period, the Company will allow the employee a compensatory day's holiday with pay or make payment for the designated holiday. Employees shall advise the Company at least two (2) weeks prior to leaving on vacation whether they wish to receive compensatory day's holiday or to be paid for the designated holiday.

13.09 No employee shall be granted more than two (2) weeks vacation between June 21st and September 21st of any year. Leave requests will be considered by seniority for any time beyond the two (2) week period, with **a** limitation upon how often the employee may request such leave.

ARTICLE 14- BULLETIN BOARDS

14.01 The Company **agrees** to provide the Union with space on its existing bulletin boards for the exclusive **use** of the Union. The Union agrees that it will use the space to post notices and information regarding the Union and its activities. Such notices shall **be** initialled by a designated Union official prior to posting. The Union agrees that it **will** not post notices containing adverse comments about the Company or its management.

14.02 The Union will not distribute or cause to be distributed on the property of **the** Company, for or on its behalf, printed matter, except with the written permission of Management.

ARTICLE 15 - CLOTHING

- 15.01 The Company will supply five (5) pairs of coveralls, working gloves **and** safety glasses to each employee for their use. The coveralls are Company property and are not to be removed from Company premises.
- 15.02 The Company agrees to pay a yearly allowance towards the purchase by employees of safety footwear for their use at work. Such allowance shall be sixty dollars (\$60). The employee shall provide a receipt proving purchase.
- 15.03 The Company will continue to provide winter parkas **as** needed, but **in** no event more often **than** once every two **(2)** years. Employees must return their old parka before being entitled to a new one.

ARTICLE 16 - SAFETY AND HEALTH

- 16.01 The Company will make reasonable provisions for the safety and health of its employees at the plant during working hours of their employment.
- 16.02 The Company and the Union will name an in-plant Safety and Health Committee comprising of not more than one (1) Management and one (1) Union representative who **are** employees of the Company. Such Committee shall meet once a month. The representatives shall make a safety tour once a month.
- The** Committee will be given one (1) hour of preparation time per month in addition to meetings, plant tours and other duties. The **Union** shall select one (1) certified member from the Committee for each shift and one (1) alternate certified member from each shift who shall join the main Plant Safety Committee. Only one (1) member per shift will be designated to carry out the duties of a certified member representing Union members.
- The Company agrees to pay the cost of training certified members.
- 16.03 **An** employee who is injured at work and requires medical attention and who a Doctor determines is unable to return to work shall be paid for the balance of his regular hours in the day upon which the injury occurred.
- 16.04 Employees injured at work will be provided with transportation to their home, or for medical attention **and** then **back** to work or home after the necessary medical attention. Thereafter the injured employee may attend their family physician if so desired.

16.05 The Company will provide an adequately equipped first aid room with a qualified attendant in charge.

16.06 Any accident in which immediate medical attention is required the accident scene must be left undisturbed until it has been reviewed and released by an Accident Review Committee composed of one (1) Management and one (1) Union representative of the Health and Safety Committee. In the event that the Health and Safety Committee members **are** not present, a report of the accident will be provided to the Health and Safety Committee in place of review and release by the Accident Review Committee.

Medical attention for the purposes of this Article means attendance at a hospital or by a physician.

ARTICLE 17 - JOB TRANSFERS

17.01 When a permanent job opening becomes available the Company agrees that all permanent job openings will be posted on the designated Company bulletin boards for seven (7) days. Employees may apply for the said opening within the seven (7) days. The successful applicant will be selected in accordance with 10.02 of the Collective Agreement within five (5) working days. Job postings are limited to the original job.

The Company agrees to transfer the successful applicant within fifteen (15) working days of their selection to the new job.

Employees transferred pursuant to Article 17.01 shall not be permitted to apply for another job posting for nine (9) months after the date of the transfer.

17.02 An employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) If the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay.
- (b) If the transfer is for the convenience of the employee, or to enable him to avoid lay-off, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate of pay.
- (c) If the transfer is for a higher rate of classification the employee will receive the higher rate of pay.

- (d) Temporary transfers shall be deemed to be replacements for employees who are temporarily absent and not the movement of employees required to complete the daily production requirements.

17.03 Where the Company decides that it is necessary to transfer employees from one job to another and where employees **asked** to transfer do not volunteer to accept the transfer, the Company shall have the right to transfer the most junior employee who has the **skill** necessary to immediately perform the job.

ARTICLE 18 - REPORTING AND CALL OUT PAY

18.01 Except in cases of emergency, including power failure where notice is not possible, employees reporting for work at their regular starting time, who have not been notified not to report to work, will **be** offered at least four **(4)** hours work or at the option of the Company four **(4)** hours pay in lieu of work. Employees absent on the previous day shall not receive payment pursuant to this Article 18.01 unless they have notified the Company that they are returning to work on that day.

18.02 Where **an** employee is called in to work outside his normal working hours, he shall receive four **(4)** hours' pay at his regular straight time rate of pay for the hours actually worked or the appropriate rate, whichever is the greater.

ARTICLE 19 - MISCELLANEOUS

19.01 In order to facilitate the intent and purpose of our Collective Agreement, the Company and the Union agree that a proper working relationship must be maintained between the Shop Stewards and Management. In instances of normal disciplinary action the Company will endeavour to give the Area Steward **an** opportunity to advise an employee of forthcoming discipline prior to the Management issuing formal discipline to the employee. The Company will inform the Union Steward of all pertinent information which is not of a confidential nature and that relates to impending discipline. The Union and the Company will work together to reduce frivolous grievances.

19.02 The Company agrees to provide the Steward (**as** named by the Union) **and** the Union office with a copy of the notices of discipline given to employees. Such notice **will** indicate the reason for which the discipline is being imposed.

19.03 The word "promotion" **as** used in this Collective Agreement shall be deemed to mean **a** permanent transfer to a job carrying a higher rate of pay or range of rates.

- 19.04 Prior to the implementation of any new jobs, the Company will inform the Union of the new job and proposed rate. The Company agrees to meet within ten (10) days with the Union to allow them to make representations to the said job and rate if so requested.
- 19.05 Employees **are** to punch their own time cards; no other employee or member of management is to punch an employee's time card.
- 19.06 All employees are responsible for keeping Personnel informed of their correct address, phone number, beneficiary, dependent coverages, person to notify in case of accident or illness, change in marital status, Ontario Health Number and Social Insurance number, and are responsible for notifying Personnel of **any** changes.

ARTICLE 20 - BENEFITS

- 20.01 Company payment of the premiums for the insurance plans described in this Article 20 is conditional upon the employee performing work for the Company during the month in which the premiums fall due. **In** the case of an employee who is absent and receiving accident and sickness benefits or Workers' Compensation, the Company will continue to pay insurance premiums that fall due for a maximum period of ~~three (3) months~~ beyond the month in which the employee last performed work for the Company.
- 20.02 The Company may elect at some future date to transfer the underwriting and administration of one or more of these benefit plans provided for in this Article 20 **to** another insurance carrier with the understanding that in this event the benefits that will be provided by the new carrier will be similar or substantially similar to those in effect.
- 20.03 If the Federal or Provincial Government brings into operation any insurance plan which provides benefits which are similar or substantially similar to those offered at present to employees of the Company and such coverage is available to employees on a voluntary or compulsory basis, the Company reserves the right to discontinue or modify the affected insurance provided for in this Article 20 so **as** to establish a new plan with benefits not less favourable or to cease its contributions altogether should the Government plan to take over the particular field of insurance.
- 20.04 It is understood and agreed that the cost of the benefit program paid by the Company provided in ~~this~~ Article 20 is in lieu of any employee entitlement to rebate under the Unemployment Insurance Act and the Company is entitled to all money rebated.

20.05 The benefits and **insurance** plans referred to in this Article 20 are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance issued in respect hereof by **an** insurance agency or government agency and shall be controlling in all matters pertaining to qualification of employees for benefits thereunder and in **all** matters pertaining to the exercise and extent of benefits and conditions.

20.06 The Company agrees to pay for a benefit package for its employees consisting of the following:-

Life Insurance

- (a) Self: \$25,000
- (b) spouse: \$ 2,500
- (c) Dependant Children: \$ 1,500
- (d) The Company agrees to provide for all bargaining unit employees a weekly indemnity program to cover first day of accident or hospitalization **and** fourth day of sickness for a maximum of 26 weeks of total disability payable **at** 60% of employee's insurable earnings up to the Unemployment Insurance maximum benefit.
- (e) **Dental**
Effective 1st of month following ratification, Company pays after the employee attains seniority 75% of incurred cost, employee 25%, for one year from date of hire. Thereafter Company plan will pay 100% of incurred cost based on the plan in effect or at the O.D.A. rate in effect at that time.

1991 O.D.A. fee schedule to apply.
- (f) The Company will supply a Major Medical Program for all employees. The Major Medical Program will include an optical plan that will pay up to one hundred and fifteen dollars (\$115.00) every 24 months for employees and dependants. The deductible for Major Medical will be twenty dollars (\$20.00) family and ten dollars (\$10.00) single per year. The deductible is not applicable to the Vision Care Program.
- (g) The Company **will** pay current OHIP premiums.

ARTICLE 21 - RELATIONSHIPS AND COMMUNICATIONS

- 21.01 The parties to this Agreement recognize that a working environment in which there is mutual respect for the concerns and needs of employees, the Union and the Company is in all of their interest. In order to encourage the development and maintenance of such a work environment, the parties agree to the provisions of this Article 21.
- 21.02 The Company agrees that part of the creation and maintenance of the appropriate work environment requires proper treatment of employees by all members of Company management. ~~The~~ Company agrees that supervisors and their management persons must deal with employees in a manner which indicates a recognition of the principle expressed in Article 21:01.
- 21.03 The Union recognizes that the Company and its management have needs, concerns and obligations which must be recognized.
- 21.04 The parties recognize that because of the cultural and ethnic diversity of the work force and Company management, problems can result from misunderstandings and communication difficulties. The Company and the Union agree that they and their representatives have an obligation to make every reasonable effort to deal with such problems before they require use of the grievance procedure contained in this Agreement.



ARTICLE 22 - DURATION

22:01 This Agreement shall become effective on the 1st day of February, 1995 and shall remain in full force and effect until the 31st day of January, 1997 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing as provided for in Article 22:02 of its desire to negotiate amendments to this Agreement.

22:02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the 31st of January, 1997, or similar periods thereof. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purposes of negotiations.

DATED AT **THIS** DAY OF , 19 .

UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION LOCAL 175

MAPLE LODGE FARMS

APPENDIX A

WAGE RATES EFFECTIVE O C T O B E R , 1994

<u>JOB DESCRIPTION</u>	<u>Start</u>	<u>3 MOS.</u>	<u>6 MOS.</u>	<u>9 MOS.</u>
T04 Fuel Attendant	\$ 11.58	\$ 11.78	\$ 12.04	\$ 12.34
T10 Tireman	\$ 14.98	\$ 15.19	\$ 15.44	\$ 15.75
		<u>AP</u>	<u>ESHIP</u>	
	<u>Start</u>	<u>3 MOS.</u>	<u>6 MOS.</u>	<u>9 MOS.</u>
T02 1st year start	\$ 11.27	\$ 11.48	\$ 11.73	\$ 12.04
T06 2nd year	\$ 12.19	\$ 12.39	\$ 12.65	\$ 12.95
T08 3rd year	\$ 13.92	\$ 14.13	\$ 14.38	\$ 14.69
T12 4th year	\$ 15.93	\$ 16.14	\$ 16.39	\$ 16.70
T14 5th year	\$ 18.16	\$ 18.36	\$ 18.62	\$ 18.92
T16 Class "A" Mechanic	\$ 20.09	\$ 20.30	\$ 20.55	\$ 20.86
T18 Garage Foreperson				
Reefer Foreperson	\$ 20.99	\$ 21.20	\$ 21.45	\$ 21.76

APPENDIX 'A'

WAGE RATES EFFECTIVE FEBRUARY 1ST, 1996

<u>JOB DESCRIPTION</u>	<u>Start</u>	<u>3 MOS.</u>	<u>6 MOS.</u>	<u>9 MOS</u>
T04 Fuel Attendant	\$ 11.81	\$ 12.02	\$ 12.28	\$ 12.59
T10 Tireman	\$ 15.28	\$ 15.49	\$ 15.75	\$ 16.07

APPENDICES

CONTRACT OF APPRENTICESHIP

	<u>Start</u>	<u>3 MOS.</u>	<u>6 MOS.</u>	<u>9 MOS.</u>
T02 1st year start	\$ 11.50	\$ 11.71	\$ 11.96	\$ 12.28
T06 2nd year	\$ 12.43	\$ 12.64	\$ 12.90	\$ 13.21
T08 3rd year	\$ 14.20	\$ 14.41	\$ 14.67	\$ 14.98
T12 4th year	\$ 16.25	\$ 16.46	\$ 16.72	\$ 17.03
T14 5th year	\$ 18.52	\$ 18.73	\$ 18.99	\$ 19.30
T16 Class "A" Mechanic	\$ 20.49	\$ 20.71	\$ 20.96	\$ 21.28
T18 Garage Foreperson				
Reefer Foreperson	\$ 21.41	\$ 21.62	\$ 21.88	\$ 22.20+

APPENDIX B

	S	M	T	W	T	F	S	HRS.
A	---	12-12:30	12-12:30	12-12:30	---	---	---	36
B	---	12-12:30	12-12:30	12-12:30	---	---	---	36
C	---	---	---	---	12-12:30	12-12:30	12-12:30	36
D	---	---	---	---	12-12:30	12-12:30	12-12:30	36
E	12-12:30	---	---	12-12:30	12-12:30	12-12:30	---	48
F	12-12:30	---	---	12-12:30	12-12:30	12-12:30	---	48

	S	M	T	W	T	F	S	HRS.
A	---	---	---	---	12-12:30	12-12:30	12-12:30	36
B	---	---	---	---	12-12:30	12-12:30	12-12:30	36
C	12-12:30	---	---	12-12:30	12-12:30	12-12:30	---	48
D	12-12:30	---	---	12-12:30	12-12:30	12-12:30	---	48
E	---	12-12:30	12-12:30	12-12:30	---	---	---	36
F	---	12-12:30	12-12:30	12-12:30	---	---	---	36

	S	M	T	W	T	F	S	HRS.
A	12-12:30	---	---	12-12:30	12-12:30	12-12:30	---	48
B	12-12:30	---	---	12-12:30	12-12:30	12-12:30	---	48
C	---	12-12:30	12-12:30	12-12:30	---	---	---	36
D	---	12-12:30	12-12:30	12-12:30	---	---	---	36
E	---	---	---	---	12-12:30	12-12:30	12-12:30	36
F	---	---	---	---	12-12:30	12-12:30	12-12:30	36

LETTER OF UNDERSTANDING

BETWEEN

MAPLE LODGE FARMS (GARAGE WORKERS)

AND

UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175

RE: IN _____

Effective on ratification, the Company will institute incentive of twenty cents (20¢) per hour based on attendance.

- 1. Must be full-time employee whose hire date is on or before the 1st working day of the bonus period.
- 2. Must not have had more than two (2) non-allowable absences during the bonus period.
- 3. Must have worked thirty (30) or more working days during the bonus period.
- 4. Bonus periods will be:

October 12, 1993 - January 11, 1994
 January 12, 1994 - April 11, 1994
 April 12, 1994 - July 11, 1994
 July 12, 1994 - October 11, 1994

- 5. Payment will be made within two (2) weeks of the end of the quarter and taxed as a bonus at a rate of ten percent (10%).

An allowable absence will be defined as authorized leaves, leaves arranged in advance, leaves as per CBA, bereavement leave or maternity leave, and stat holidays.

DATED AT **THIS** DAY OF _____, 1995

FOR THE UNION:

FOR THE COMPANY:

LETTER OF UNDERSTANDING

BETWEEN

MAPLE LODGE FARMS (GARAGE WORKERS)

AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

RE: PENSION PLAN

The Company agrees that during the term of this contract they will meet with the Union and other representatives of the Canadian Commercial Workers Industrial Pension Plan (C.C.W.I.P.P.) to learn more about the **Plan**. In addition the Union agrees to supply the Company with information **that** may be requested by the Company **as** it relates to C.C.W.I.P.P. The parties agree **that** although C.C.W.I.P.P. **was** not part of the settlement of this Collective Agreement, it will be negotiated into the next renewal of the Collective Agreement (providing the economic position permits) and the level of contributions will be determined during those negotiations.

DATED AT **THIS** DAY OF , 1995

FOR THE UNION

FOR THE COMPANY:

BETWEEN

MAPLE LODGE FARMS (GARAGE WORKERS)

AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

The Company and the Union agree that upon the expiry of this Collective Agreement which is coincident with the expiry of the plant Collective Agreement, the parties will attempt to negotiate both Collective Agreements into one Collective Agreement provided that such is administratively and economically feasible to the parties and mutually agreed upon between them.

DATED AT **THIS** DAY OF , 1995

FOR THE UNION:

FOR THE COMPANY:

LETTER OF UNDERSTANDING

BETWEEN :

MAPLE LODGE FARMS LTD. - GARAGE WORKERS

(hereinafter referred to as the "Company")

AND

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175**

(hereinafter referred to as the "Union")

RE: TEMPORARY FOREMAN WORK FOR LEAD HANDS

The parties agree that employees who are assigned by the Company to perform work on a temporary basis in the "Garage Foreperson/Reefer Foreperson" classification shall be paid that Garage Foreperson/Reefer Foreperson rate for all hours assigned to and worked in that position.

DATED AT _____, ONTARIO THIS DAY OF _____, 1995

FOR THE UNION:

FOR THE COMPANY:

