

SOURCE	Comp
EFF.	940701
TERM.	970630
No. OF EMPLOYEES	118
NOMBRE D'EMPLOYÉS	118

AGREEMENT

Between

**MAPLE LEAF MEATS
ONTARIO DISTRIBUTION CENTRE
5100 HARVESTER ROAD, BURLINGTON, ONTARIO**

And

**LOCAL 707 OF THE
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION,
AFL-CIO-CLC**

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TABLE OF CONTENTS

ARTICLE 1 - PURPOSE 1

ARTICLE 2 - RECOGNITION 1

ARTICLE 3 - UNION SECURITY 2

ARTICLE 4 - MANAGEMENT FUNCTIONS 2

ARTICLE 5 - DISCRIMINATION 2

ARTICLE 6 - **STEWARDS AND COMMITTEES** 3

 Labour Relations committee 3

 Negotiating Committee 4

 Union Grievance Committee 4

ARTICLE 7 - GRIEVANCE PROCEDURE 4

ARTICLE 8 - ARBITRATION 5

ARTICLE 9 - **NO STRIKE - NO LOCKOUT** 5

ARTICLE 10 - SENIORITY 6

ARTICLE 11 - VACANCIES 8

ARTICLE 12 - TEMPORARY TRANSFERS 8

ARTICLE 13 - LEAVE OF ABSENCE 9

ARTICLE 14 - GENERAL 9

ARTICLE 15 - STATUTORY HOLIDAYS 11

ARTICLE 16 - VACATIONS WITH PAY 12

ARTICLE 17 - **RATES OF PAY. HOURS OF WORK. OVERTIME RATES AND
CONDITIONS** 12

ARTICLE 18 - WELFARE PROGRAMME 12

ARTICLE 19 TOOL **ALLOWANCE** - MAINTENANCE DEPT. 12

ARTICLE 20 - **DURATION OF AGREEMENT** 12

SCHEDULE "A" 14

SCHEDULE "B" 16
SCHEDULE "C" 17
SCHEDULE "D" 21
APPENDIX A 23
LETTERS OF UNDERSTANDING 26-29

THIS AGREEMENT BETWEEN

MAPLE LEAF MEATS

Ontario Distribution Centre
5100 Harvester Road, Burlington, **Ontario**
(hereinafter referred to as "the Company")

- and -

Local 707 of the United Food and
Commercial Workers International Union,
AFL-C.I.O. and the C.L.C.
(hereinafter referred to as "the Union").

ARTICLE 1 • Purpose

- 1.01** This new contract will be entered in the same spirit of the relationship between the U.F.C.W. Local **1227** and Fearman's Fresh Meats has over the past **20** years.
- 1.02** The Company and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to **recognize** mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to promote efficiency and service, and set forth herein the basic agreement controlling rates of pay, hours of **work**, dispute procedures, **and** conditions of employment.
- 1.03** There **shall** be no effort by either signatory to misinterpret, read into, or delete from **any** of the provisions of this Agreement.
- 1.04** Therefore, this Agreement between the Company and the Union, signed by the **accredited** officials of both parties, **has** been mutually agreed upon, and the terms laid out shall be carried out in letter and spirit by both parties.

ARTICLE 2 • RECOGNITION

- 2.01** The Company **recognizes** the Union as the exclusive bargaining agency for all employees of Maple **Leaf** Meats, Distribution Centre, **5100 Harvester Road**, in the City of Burlington **Ontario** save and except forepersons, persons above the rank of **foreperson**, office, clerical, product development and sales **staff**.
- 2.02** Persons outside the bargaining unit **shall** not perform bargaining unit work.
- 2.03** Supervisory personnel shall not be permitted to perform work normally performed by **an** employee in the bargaining unit except:
- a) the work cannot be **performed** by bargaining unit employees because of **skill** requirements;

- b) special equipment to ~~perform~~ the work is not available to the Company;
- c) in the instruction and **training** of employees.

ARTICLE 3 - UNION SECURITY

- 3.01** The Company agrees to deduct weekly from each employee in each calendar month the regular weekly Union dues, and to remit such monies to the Financial Secretary of the **Local** before the fifteenth day of the following month in which such deductions were made. A list showing the names of the employees from whom such monies were ~~deducted~~ shall accompany each monthly check-off cheque. The Union **agrees** to notify the Company of the amount of dues to be deducted. In addition to the **regular** dues, twice the **regular** weekly 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 ~~until~~ all delinquent weeks have been accounted for.
- 3.02** The Company agrees that it shall be a condition of employment that any employee, who at the date of the signing of the Agreement was a member of the Union in good standing, shall **maintain** such membership. Employees ~~hired on or~~ subsequent to the date of the signing of this Agreement ~~shall, as~~ a condition of employment, become members of the Union within ninety (90) days following the date of the employment, and shall thereafter **maintain** membership in the Union in good standing. The Company will procure from such new employees the necessary membership applications, **and** membership in the Union ~~shall~~ be **granted** within the above mentioned ninety (90) day ~~period~~. For the purpose of ~~this~~ Agreement, employees who are ~~or~~ who become members shall be deemed to maintain their membership in the Union in good standing provided they pay, in accordance with the provisions of **this** Agreement, the regularly prescribed initiation fee, regular Union dues, and periodic assessments **uniformly** required of **all** members of the Local Union. Special assessments, if levied in accordance with the Constitution and By-laws of the Union, **will** be deducted from members of the Union upon proper notifications from the Union.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01** The Union **recognizes** that the Company has the exclusive right to manage the business and to exercise all ~~of~~ the prerogatives of management, except those specifically delegated to the Union in **this** Agreement.

ARTICLE 5 - DISCRIMINATION

- 5.01** **No person** shall be refused employment or in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization.
- 5.02** The Business Representative of the Local Union, upon permission from the Distribution Manager, **may** enter the Company's premises for the purpose of **administering the** Collective Agreement, provided he/she does not interfere with the employee's duties to the company.

ARTICLE 6 • STEWARDS AND COMMITTEES

6.01 The Company acknowledges the right of the Union to appoint or otherwise select ~~from~~ the Union membership, stewards, who ~~will~~ comprise a plant committee, one of which will be the chief steward who will be the chairperson of the said committee. The Company will recognize the said committee for the purpose of handling any grievance arising out of the administration of ~~this~~ Collective Agreement.

6.02 A list of the stewards appointed, or otherwise selected, shall ~~be~~ supplied ~~to~~ the Company. The Company shall be advised immediately by the Union, in ~~writing~~, of any change to ~~this~~ list. The Union ~~will~~ be informed promptly of other than temporary changes in supervision.

6.03 The Union agrees that no person shall be appointed ~~or~~ otherwise selected as a steward unless he/she has attained plant seniority twelve (12) months prior to the appointment or selection.

6.04 The Company ~~recognizes~~ and agrees that members of the Plant Committee and Committee Chairperson (Pension Committee, Health & Safety Committee and Compensation Co-ordinator) ~~are~~ required from time to time to investigate and process grievances or discuss with Supervisors other matters affecting employees. When it becomes necessary for a Committee ~~member~~ to leave his/her job during ~~working~~ hours to attend these matters, they will give Supervisors ~~as~~ much advance notice as possible, at which time Supervision will make arrangements for the Committee member to be relieved ~~within~~ one hour after receiving such notice. The Committee member must advise his/her Supervisor as ~~to~~ what the general nature of business is and how much time they require. The Union agrees that there will not normally be duplications of duties or responsibilities of its Stewards and Officers, however, it is recognized that there may be times, because of circumstances, the Union ~~or~~ the Company may ~~&em~~ it necessary to have more than one representative attend to the matter. The Committee member must ~~inform~~ the appropriate Supervisor of the department into which he/she is entering.

6.05 ~~An~~ employee shall ~~be~~ accompanied by a Steward, or Chief Steward, or President, when being interviewed in the presence of a ~~Foreperson~~ or Company Supervisor, where a matter is being discussed that could lead to discipline.

6.06 Labour Relations Committee

~~During~~ the ~~term~~ of this Agreement, ~~meetings between~~ the Labour Relations Committee and the Company will ~~be~~ held at least every month or such earlier time ~~as~~ may be agreed. The Union or the Company shall submit an agenda of the business ~~to be~~ transacted. The Labour Relations ~~Committee~~ shall consist of the President and Chief Steward. The ~~Union~~ representative will ~~be~~ allowed to attend these committee meetings.

6.07 Negotiating Committee

The Union Negotiating Committee consisting of not more than three (3) employees of the Company, elected or appointed by the Union, shall meet with the Company, for the purpose of negotiating a renewal of the Collective Agreement.

6.08 Union Grievance Committee

The Union Grievance Committee, shall consist of the President, Chief Steward and the steward from the department concerned. A list of the Grievance committee shall be supplied to the Company and kept up to date.

6.09 Time spent by employees in carrying out functions of the above committees, shall be considered to be time worked and paid for by the Company.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Grievances arising under the Agreement shall be adjusted and settled as follows:

Step 1 - The aggrieved employee shall present his/her grievance in writing at a meeting with his/her immediate department Supervisor, and shall have his/her Steward present. If a settlement satisfactory to the employee concerned is not reached within forty-eight (48) hours, the grievance may be presented as follows at any time within the forty-eight (48) hours thereafter.

Step 2 - The aggrieved employee shall present his/her grievance to the Personnel Manager, Department Supervisor and the Plant Superintendent, or the Assistant Superintendent, and shall be represented by the Chief Steward and the Department Steward. If a settlement satisfactory to the employee concerned is not reached within forty-eight (48) hours, the grievance may be presented as follows at any time within the forty-eight (48) hours thereafter. Policy Grievances shall be presented at Step 2.

Step 3 - The aggrieved employee may present his/her grievance to a Vice-President of the Company and a Committee composed of Chief Steward, Steward from the Department, and President. The International Representative of the Union may be in attendance. Should no settlement satisfactory to the employee be reached within forty-eight (48) hours, the grievance may be referred by either party to a Board of Arbitration as hereinafter provided.

7.02 It is understood that the Company or the Union may bring forward as a grievance any complaint arising out of the application of this Agreement.

7.03 In this article, a grievance shall consist of any dispute concerning interpretation, application, "or administration", or alleged violation of any clause in this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the grievance procedure.

7.04 No grievance shall be considered where the circumstances giving rise to it **occurred**, or was **known**, more than **three (3)** full working days before the **filing** of the grievance.

7.05 No employee shall be disciplined or discharged without just cause.

ARTICLE 8 - ARBITRATION

8.01 Both parties to this Agreement agree that any dispute **or** grievance concerning the **interpretation or** alleged violation of this Agreement, which **has** been properly carried through all steps of the grievance procedure outlined above, **and which** has not been settled to the satisfaction of the employee, will **be** referred to a Board of Arbitration at the request of either of the parties hereto within five **(5)** working **days from** decision referred to in Article **7.01**, Step 3.

8.02 The Board of Arbitration will **be** composed of one person appointed by the Company, one person appointed by the Union, and third person to act **as** the Chairperson, agreed to by the other two members of the Board.

8.03 Within forty-eight **(48)** hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.

8.04 Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven **(7)** days of the notification mentioned in **8.03** above, the Minister of **Labour** of the Province of **Ontario** shall be asked to nominate a third party to act **as** the Chairperson.

8.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties.

8.06 The **Board** of Arbitration shall not have any power to **alter** or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the **terms** and provisions of this Agreement. **An** Arbitrator shall have the power to modify any penalty imposed by the company.

8.07 Each of the parties to this Agreement **will bear** the expense of the Arbitrator appointed by it; **and** the parties will jointly **bear** the expenses, if any, of the Chairperson.

8.08 **No person shall be** selected **as** Arbitrator who has been directly involved in attempts to negotiate **or** settle the grievance.

ARTICLE 9 - NO STRIKE - NO LOCKOUT

9.01 During the term of this Agreement there shall be no lockout by the Company, **or any** strike, sitdown, slowdown, work stoppage, or suspension of work, either complete or partial, for any reason **by** the employee.

9.02 Employees covered by this Collective Agreement shall have the right to refuse **to** cross a legal picket line.

Upon written request from the Union, the Company will discontinue the procurement, ~~from~~ outside suppliers who **are** engaged in a legal strike or lockout, of meat or meat products which **are** distributed ~~from~~ the Distribution Centre.

Employees shall not refuse to handle products within the warehouse or refuse to deliver products ~~or interfere~~ with the distribution of products which have been manufactured by the Company at one of its plants which may be involved in a labour dispute.

ARTICLE 10 - SENIORITY

10.01 Seniority is ~~defined~~ as length of accumulated service with the Company calculated as elapsed time ~~from~~ the ~~date~~ he/she was employed by the Company provided he/she successfully completes his/her probationary period. If his/her seniority is broken, such calculation shall be ~~from~~ the date he/she was employed following the last ~~break~~ in his/her seniority.

10.02 In case of date duplications, an alphabetical list shall be prepared in accordance with the **surname** and those at the top of the list shall **be** deemed to be hired **first**. The Company shall prepare a seniority list showing the employee's plant seniority, revised each six (6) months, and a copy of the revised list shall be delivered every **six** (6) months to the President of the Local, the Chief Steward, and Department Stewards, and **a** copy will be sent **to** the Union Office.

10.03 New employees hired by the Company shall be considered **as** probationary employees ~~until~~ they have completed ninety (90) calendar days of employment in any twelve (12) month ~~period~~, during which time he/she may be discharged or disciplined without ~~recourse~~ to the grievance procedure. The Company may not discharge the employee for purposes of enforcing additional probationary period. Upon completion of the ninetieth (90) calendar day, the employee shall be either discharged or placed on the **regular** seniority list as of the date of the commencement of his/her probationary period. The Company agrees that should an employee **be** terminated between the sixtieth (60) and ninetieth (90) day, the Union **will** be supplied with the information ~~surrounding~~ the **dismissal**, and the subject will be open for discussion with the Union.

10.04 Seniority **rights** will cease for any of the following reasons:

- (a) If **an** employee voluntarily **quits**.
- (b) If **the** employee is discharged and the decision is not reversed through the Grievance **Procedure**.
- (c) If the employee is absent from work for **three** (3) **working** days without securing leave of absence ~~from~~ his/her Foreman, unless reasons satisfactory to the Company for such absence are supplied.
- (d) If **an** employee has been laid off and fails to return within five (**5**) working days after he/she has been notified to do **so** by registered **mail** to his/her last **known** address with the Company, unless reasons satisfactory to the Company are supplied. (It shall be the employee's responsibility at **all times** to keep **the** Company informed **as** to

his/her current home address.) The Company shall then **inform** the Union Office of the change.

- (e) If the employee is laid off twelve **(12)** consecutive months.
- (f) Employees **off** on compensation shall continue to retain their seniority while absent.
- (g) Employee's seniority will not be terminated when they **remain** away from work because of sickness or disability, provided the employee notifies the Personnel Department, or First Aid Attendant, within **three (3) working days**. **An** employee returning from sick or disability leave after five **(5) working days** absence, must, if requested by the Company, present a certificate **from his/her Physician** stating the nature of the sickness and that the employee is reasonably **recovered** to fully **perform** the duties of his/her job. The employees on authorized sick **or** disability leave will only accumulate seniority on the following basis:

Length of Employee's Service	Allowable Break
Over 6 months.	Time equivalent to length of service not in excess of 36 months.

An employee who **returns** to work within the time of an allowable break shall retain the seniority he/she had at the **time** he/she was laid **off** and accumulate additional seniority for the **period** of the lay-off.

10.05 **Those** promoted to **supervisory** positions or positions not subject to **this** Agreement, will retain their seniority after promotion for a twelve **(12)** month **period** only. If demoted for any reason, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the grievance procedure as outlined in **this** Agreement, should he/she subsequently be discharged in such a position beyond the jurisdiction of **this** Agreement. If an employee is promoted to a supervisory position and such supervisory position is subsequently abolished, such employee will revert to his/her former position without loss of seniority. Employees reverting to their former positions **as** provided herein shall be required, as a condition of continued employment, to apply for membership in the Union.

Reduction in Working Force

10.06 Lay-off Procedure

When increasing or reducing employees covered by this Agreement, plant seniority shall govern the matter, with the last laid off being the first recalled, providing that the employee can **perform** the work, or can learn the job in a reasonable time. Reasonable time shall mean a trial of **six (6) working days** in an **eight (8) day period**. Employees **so** affected will be given five **(5) working days'** written notice **or** pay in lieu thereof for a two **(2)** day or more layoff. Employees will be given **three (3) working days** written notice **or** pay in lieu thereof for a one (1) day lay-off.

ARTICLE 11 - VACANCIES

- 11.01** When a vacancy occurs the job vacancy, with the job rate, **will** be posted on the main bulletin board for a period of ninety-six (96) hours, The job **will** be filled by the bidder with the highest plant seniority who is able to satisfactorily perform the work to be done. If no employee **working** or laid off on the plantwide seniority list bids on the job, the most senior laid off employee will **be recalled, as** covered in 10.06. Bid slips must be signed and **dated** and time punched, **to be** honoured. It is agreed that the original vacancy and one subsequent vacancy shall **be** posted.
- 11.02** When a job vacancy occurs and it is known it is for a temporary **period**, the job posting shall **so** designate.
- 11.03** When an employee successfully bids on a new job, he/she shall maintain his/her existing **rate**, unless the employee has had previous experience on the job; in that case, he/she shall **receive** the job rate immediately, When an employee has maintained his/her existing classification **rate**, he/she **shall** progress **to** the new job classification rate within thirty (30) **working** days.
- 11.04** When an employee successfully bids down on a new job, he/she shall receive the training rate (one (1) rate below job rate). **He/she** shall progress **to** the new job rate within **thirty** (30) **working** days. If the employee has had previous practical experience in the new job, he/she shall receive the full rate.
- 11.05** **An** employee who successfully bids on a new job shall not bid on a further opening for a one year **period**.
- 11.06** **An** employee selected on this basis will be given an opportunity of fulfilling the duties of the new position during a reasonable **trial** period of thirty (30) **working** days. If the employee **fails** to meet the **requirements** of the job at any time during the trial period, he/she **will** be returned to his/her former job. If the employee wishes to relinquish the position within eleven (11) **working** days, he/she may do **so**, and return to his/her former job.
- 11.07** **An** employee who successfully bids a new job will be placed on the new job not later than **two** (2) weeks where practical.
- 11.08** The Company will operate 3 steady shifts: Days, Afternoons and Nights. **All** employees **will remain** in their **current** shifts, unless a vacancy occurs and they have successfully bid on that vacancy.

ARTICLE 12 - TEMPORARY TRANSFERS

- 12.01** It is not the intention of the Company to utilize temporary transfers to transfer anyone for more than four (4) weeks.
- 12.02** An employee who, because of skill and competence, is temporarily transferred on a repetitive basis, may register his/her objection to such repetitive transfers to the Personnel Manager and Chief Steward, in which case the Company **will**, subject to seniority, have

four (4) weeks to obtain a replacement who can perform the work satisfactorily or to ~~train~~ another employee who possesses suitable qualifications and can qualify reasonably quickly for such temporary transfers.

- 12.03** Any employee transferred shall receive the rate of pay of the job he/she is transferred to, but not less than his/her regular job rate. Payment to the employee of the job rate shall not be used as evidence in assessment of *skill*, competence, and efficiency in other provisions of the Collective Agreement.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01** In an attempt to give all employees an opportunity to enjoy vacations during the summer months, leaves of absence will not be granted from June 15 to September 15. The Company may grant leaves of absence, without pay, to any employees for legitimate personal reasons for up to two (2) months, including vacation period. The Company will notify the Union, in writing, of all such leaves of absence, along with the name of the person the leave was granted to. If an employee was denied leave of absence, the Company will notify in writing, the employee and the Union, of the reason for denial. **During** such leave, the employee will accumulate seniority. Employees should notify the Company as soon as possible of an intended application.

- 13.02** If an employee uses his/her leave of absence for any other purpose than for which it was granted, he/she shall be deemed to have resigned. Leaves of absence will not be granted for the purpose of allowing an employee to take another position temporarily, to try out new work, or to enter into business for himself/herself.

- 13.03** An employee who may be elected or appointed to a full time position with the Union upon proper notice, to be agreed upon by Management, shall be granted leave of absence without pay. While on such leave, he/she shall accumulate seniority. Upon one (1) month's notice of a desire to return to work for the Company, he/she shall be placed on his/her job previously held, or one of equal pay, providing he/she is physically fit and capable of performing the work.

- 13.04** An employee who finds it necessary to apply for a leave of absence as a result of her pregnancy will, upon presentation of a medical certificate denoting her fitness for work and within three (3) months following delivery of such child or children, be reinstated and given credit for service accumulated. Such reinstatement shall take place within one (1) month following notice of her desire to return to work, subject to seniority and ability to perform the required work satisfactorily.

ARTICLE 14 - GENERAL

- 14.01** A separate enclosed bulletin board will be made available and marked "Union" for the purpose of posting notices which have been approved by the Company. The Company shall provide an additional bulletin board for the Traffic Department.

- 14.02** It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

- 14.03** An employee who is **required to** work more than one and one-half (1%) hours overtime in any day, shall receive a meal allowance of \$5.00.
- 14.04** The Company agrees to give to **all** employees covered by **this agreement** two (2) coffee breaks in each **shift**, one in the first half and one in the second half of the **shift**, of **fifteen (15)** minutes during each, and every two (2) hours thereafter when working, except where the employee is provided with a hot meal. These coffee breaks shall **be as close as possible** to the middle of the **shift**, and **will be** staggered where practical.
- 14.05** The Company will supply rubber safety boots where required upon **presentation** of worn out **boots**.
- 14.06** Safety equipment and devices required by Law, **or recommended** by the Safety Committee, **will be** provided by the Company at no expense **to** the employee, subject to the provisions of the Collective Agreement in force.
- 14.07** Any employee, upon request, **will** be supplied with a white jacket **or** smock, and pants (except maintenance). Maintenance men **will** be supplied with coveralls and cotton gloves. **Sizes** shall be on the basis of **small**, medium or large. The Company will keep a sufficient supply in stock.
- 14.08** The Company agrees to supply **smocks** and freezer coats.
- 14.09** The Company will allow employees a reasonable time for changing clothing and equipment necessitated by changing working conditions.
- 14.10** Employees **injured** on the job **will be** supplied transportation to the Company Doctor, or **to their own Doctor** if they **so** desire, and **will be** driven home if unable to continue work.
- 14.11** When an employee attends the funeral of an immediate relative, **he/she** shall receive eight (8) hours pay at **his/her** regular rate for the day of the funeral and for two **(2)** other days to be taken not later than two (2) days following the day of the funeral, provided that such payments **are** made only in respect of absence **from** work on **his/her** regular work days. For the purpose of **this** clause, an immediate relative shall be one of the following: Mother, Father, Wife, Husband, Daughter, Son, Father-in-Law, Mother-in-Law, Sister, Brother, Grandparents (both **sides** of the family), Grandchildren, and **Step-parents**.
- 14.12** When an employee is notified of a death of an immediate relative and is unable to attend a funeral, **he/she** shall receive sixteen (16) hours pay (two days) at **his/her regular** rate provided that such payments are **made** only in respect of absence from **work** on **his/her** regular work days. For the purpose of this clause, an immediate relative shall be one of the following: Mother, Father, Wife, Husband, Daughter, Son, Father-in-Law, Mother-in-Law, Sister, Brother, Grandparents (both sides of the family), Grandchildren, **and** Step-parents.
- 14.13** **ALL** conditions contained herein shall apply to the truck driver where applicable. Attached hereto in Appendix "A" are conditions for truck drivers only.

- 4.14** **Lead** hands shall be defined as a person who **performs** work and **directs** work of others, and shall not have authority to hire, fire, suspend, or otherwise penalize other employees, and he/she shall be a Union member. **Lead** hands will not receive preferential treatment where daily overtime is concerned, or daily hours worked when a Supervisor is present in the department. **Lead** hand jobs will be posted, but seniority, skill, competence, and attitude **will** be equal criterion for selection.
- 14.15** If an employee is called for Jury Duty or required under a subpoena as a crown witness while on the active payroll on his/her normal working day, the Company agrees to pay the equivalent of an eight (8) hour day at straight time less the amount **received** for Jury Duty pay or crown witness fees.
- 14.16** (a) Warnings on an employee record **are** to be withdrawn after one (1) year, provided there is no other warning or has not been any other warning in the employee's file.
- (b) **No** disciplinary action shall be considered when the circumstances **giving** rise to it were more than three (3) full working days after the facts occurred, or were **known**.
- 14.17** The Union, the Chief Steward, and the Department Steward, will be notified in writing of **all** written reprimands, dismissals, and quitting, of Union employees not later than 24 hours from the time of occurrence.
- 14.18** The Company, in addition, will provide freezer employees with thermal undercoats if requested. Employees with more than **six** (6) months seniority shall be eligible to receive a quilted vest or liner for use on the job. Employees with less than **six** (6) months seniority who require a vest or liner shall purchase such clothing through the Company **and** shall be reimbursed the full **cost** of such purchase on attainment of **six** (6) months seniority. Employees will again become eligible for replacement vests or liner 18 months from the date they last received a vest or liner, providing they present the worn out vest or liner to the Company. Laundering of such clothing shall be the responsibility of the employee. Freezer employees **will be** provided with freezer boots upon request at no cost but, such employees shall not be eligible for the boot allowance for a period of twelve (12) months **from** the date of issue. Employees who work the majority of their time in a dry area and have more than **six** (6) months seniority, who purchase approved safety shoes for use on the job, shall receive an allowance of up to fifty-five dollars (\$55.00) toward such purchase. Employees with less than **six** (6) months seniority who so purchase such shoes shall be reimbursed up to fifty-five dollars (\$55.00) toward such purchase on attainment of **six** (6) months seniority. For a subsequent purchase, the employees will again **become** eligible for this allowance one (1) year from the date of their previous purchase under this provision. Effective July 1, 1995 boot allowance will be increased by five dollars (\$5.00) to sixty dollars (\$60.00). Effective July 1, 1996 boot allowance will be increased by five dollars (\$5.00) to sixty-five dollars (\$65.00).

ARTICLE 15 - STATUTORY HOLIDAYS

- 15.01** The Company agrees to abide by the statutory holiday provisions which **are** set out in Schedule "A" and form part of this Agreement.



ARTICLE 16 - VACATIONS WITH PAY

16.01 The Company agrees to abide by the Vacations with Pay provisions which **are** set out in Schedule "B" and form part of **this** Agreement.

ARTICLE 17 - RATES OF PAY, HOURS OF WORK, OVERTIME RATES AND CONDITIONS

17.01 The Company agrees to abide by the provisions **as** set out in Schedule "C" which forms part of **this** Agreement.

ARTICLE 18 - WELFARE PROGRAMME

18.01 The Company agrees to abide by the provisions **as** set out in Schedule "D" which forms part of **this** Agreement.

ARTICLE 19 TOOL ALLOWANCE - MAINTENANCE DEPT.

19.01 Employees of the Maintenance Department shall, upon presentation of *required* tools broken on the job, or worn out required tools, *receive* replacement tools. Such replacement shall be **limited to** those tools specified by the Company **as** being required and shall, in addition, **be limited** to a maximum replacement cost of seventy five dollars (\$75.00) per Contract year. A new employee in the Maintenance Department shall be eligible for the full tool allowance **as** of each **January** 1st.

ARTICLE 20 - DURATION OF AGREEMENT

20.01 The ~~term~~ of **this** Agreement shall continue in effect for a **period** of **three (3) years** from the first ~~(1st) day of July, 1994~~ to the thirtieth (30th) day of June, 1997, and shall continue automatically thereafter for **periods** of one (1) year unless either party notifies the other, in writing, **within the period** of sixty (**60**)days prior to the annual expiration date, that it **desires** to amend the Agreement.

20.02 Negotiations shall begin **within** fifteen (15) days following notification of amendment, **as** provided in the preceding paragraph.

20.03 If, pursuant to such negotiations, **an** agreement is not reached on the renewal or amendment of **this** Agreement, or the **making** of a new agreement prior to the current expiry date, **this** Agreement shall continue in **full** force and effect until a new agreement is signed between the parties, or **until** Conciliation proceedings prescribed under the Labour Relations Act have been completed, whichever date should first occur.

Signed this 1st day of February, 1996.

FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 707

Bernie Ross
Darrel Howell
Lawrence Dunphy
Shawn Haggerty

FOR MAPLE LEAF MEATS
ONTARIO DISTRIBUTION CENTRE
BURLINGTON, ONTARIO

Dave Wood
Mark Parkinson

SCHEDULE "A"

This is Schedule "A" referred to in Article 15 of the Collective Agreement.

1. The Company will pay to all employees eight (8) hours or ten (10) hours pay at the employee's classification rate (not including any premium rates), & pending on their scheduled 8 or 10 hour shift, except:
 - (a) Probationary Employees
 - (b) Those on leave of absence
 - (c) Those on layoff
 - (d) Absences due to illnesses for a period in excess of four (4) days prior to or after the date of such holiday.

For statutory holidays as designated below:

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

In addition to the Public ~~Holidays~~ set forth above in Schedule "A", commencing July 1, 1994, employees on the payroll as of February 1st each year shall be granted two Individual Holidays, to be taken at a time to be agreed upon between the Company and the employee. The Individual Holidays shall not be granted during the ~~period~~ of June 15th to September 15th. Should the Company be required by law to observe any holiday other than those listed in Schedule "A", such holiday shall replace one of these Individual Holidays. Where, in the absence of such legal requirement, Heritage Day is commonly observed as a holiday by a major customer, then the Company may decide to observe Heritage Day as a holiday in place of one of these Individual Holidays.

2. To qualify for plant holiday pay, an employee must have worked a scheduled shift in the twenty-four (24) hours immediately before the holiday and a scheduled shift in the twenty-four (24) hours immediately following the holiday, unless reasons for absence satisfactory to the Company have been established. A scheduled shift is a shift the employee normally works or a shift the employee has agreed to work on or during the holiday period.
3. Any employee whose shift begins before 8:00 p.m. and is required to work on any of these holidays, shall receive time and one half the normal rate for all hours worked on that shift. Any employee who begins work at 8:00 p.m. or after and is required to work on any of these

holidays shall receive time and one **half** the normal rate for his/her actual time worked on the holiday in addition to the holiday pay.

4. If any of these holidays fall on a Sunday, the Monday following shall be observed, and where Monday is **also** a holiday, the Tuesday **will** be observed in lieu of the Monday. If any of these holidays fall on a Saturday, the Friday preceding shall be observed, and where Friday is **also** a holiday, the Thursday will be observed in lieu of Friday.
5. When a Statutory Holiday **falls** within an employee's vacation period, the employee may, at the reasonable convenience of management, elect to take one (1) additional day **off** with pay in lieu of the holiday. Arrangements **for** the extra day **off** must **be** made with the supervisor prior to commencement of holidays. The additional day **off must** be taken not later than 30 days.
6. When a Statutory Holiday falls on the employees **regular** day off (excluding Saturday or Sunday), **he/she will** observe the next day as a Statutory Holiday.
7. If the Company **requires** work to **be** performed on any of the Statutory Holidays, the Company will advise the employees at least **three (3) working** days in advance.

SCHEDULE "B"

This is Schedule "B" referred to in Article 16 of the Collective Agreement.

1. The Company agrees to grant to **all** employees in the employ of the Company more than **six (6)** months, but less than one (1) year, as of July 1st, one (1) weeks vacation, and to pay the employee four percent (**4%**) of the pay received by the employee for all work done by **him/her** in the **working** year.
2. The Company **agrees** to grant **to** all employees in the employ of the **Company** one (1) year **as** of July 1st, in any one (1) year, two (**2**) weeks vacation and to pay **the** employees four percent (**4%**) of the pay received by the employee **for** all work done by **him/her** in the **working** year.
3. The Company **agrees** to grant to **all** employees in the employ of the Company five (**5**) years **as** of July 1st, in any one (1) year, **three** (3) weeks vacation, and to pay the employee **six** percent (6%) of the pay received by the employee for **all** work done by **him/her** in the **working** year.
4. The Company agrees to grant to **all** employees in the employ of the Company ten (10) years **as** of July 1st, in any one (1) year, four (**4**) weeks vacation, and to pay the employee eight percent (8%) of the pay received by the employee for **all** work done by **him/her** in the working year.
5. Effective July 1, 1995 the Company agrees to grant to **all** employees in the employ of the Company nineteen (19) **years** **as** of July 1st, in any one (1) year, five (**5**) weeks vacation, and to pay the employee ten percent (10%) of the pay received by the employee for **all** work done by **him/her** in the **working** year. Effective July 1, 1996, the Company agrees to grant to **all** employees in the employ of the Company eighteen (18) years as of July 1st, in any one (1) year, five (**5**) weeks vacation, and to pay the employee ten percent (10%) of the pay received by the employee for **all** work done by **him/her** in the **working** year.
6. The vacations must be **taken** at a time mutually agreed upon by the Company and the employee, and shall be non-cumulative. **All** vacations booked must be taken. All other vacations will **be** on a first-come, first-served basis.
7. **An employee** who quits **or** is discharged, shall receive the vacation pay in accordance with his/her **length of service** **as** stated above. He/she shall receive four percent (4%), **six** percent (6%), eight percent (8%), ten percent (10%), respectively, of his/her earnings since the termination of his/her last previous vacation.
8. The employees' Vacation Schedule will be posted each year from March 1st to April 1st in each department, during which **time** employees shall indicate the **period desired**. The Company will approve and post in each department, the vacation schedule by the 15th of April, which will be by plant seniority in the Department.
9. Pay received for Public Holidays' shall be considered **as** hours worked.
10. The Company will attempt to grant all employees vacation during prime time. A **minimum** of 15% will be allowed vacations in any department at the same time.

SCHEDULE "C"

This is Schedule "C" referred to in Article 17 of the Collective Agreement.

1. RATES OF PAY

Drivers "A"	Class 6	\$12.70
Drivers "D"	class4	\$12.50
Shunt Man	class 2	\$12.30
Fork Truck Driver/Scale Operator/Freezerman	class 1	\$12.20
Sanitation/Shippers/General Labour	Base Rate	\$12.00

Effective May 23, 1995 **increase** the above rates by thirty cents (\$.30) per hour.

Effective June 1, 1995 the following job classifications and rates apply:

Job	Effective June 1/95	Effective July 1/95	Effective July 1/96	Effective Jan. 1/97
Drivers - Tractor Trailer	\$13.00	\$13.50	\$14.00	\$14.20
Drivers - Straight Frame	\$12.90	\$13.40	\$13.90	\$14.10
Drivers - Shunt	\$12.70	\$13.20	\$13.70	\$13.90
Stock Person (freezer)	\$12.90	\$13.40	\$13.90	\$14.10
Order Picker (freezer), Receiver, Stock Person	\$12.70	\$13.20	\$13.70	\$13.90
Order Picker, Checker, Return Room	\$12.50	\$13.00	\$13.50	\$13.70
Loaders , Clean-up, Labourer	\$12.30	\$12.80	\$13.30	\$13.50

2. START RATES

The starting rate for new employees **hired** prior to May 1, 1995, will be \$1.00 less than the job rate during the employee's probationary **period** and \$.25 less than the job rate during the next three (3) months. The **full** rate shall apply after the employee has completed 6 months of employment.

The **starting** rate for new employees hired on or after May 1, 1995, will be as follows:

- **\$10.00** per hour for the greater of the first **six (6)** months employment or **1040** hours worked.
 - Upon the completion of the greater of **six (6)** months employment or **1040 hours** worked the rate will be increased to **85%** of the rate of the job that the employee is performing.
 - Upon the completion of the greater of twelve **(12)** months employment or **2080** hours worked the rate will be increased to **90%** of the rate of the job that the employee is performing.
 - Upon the completion of the greater of eighteen **(18)** months employment or **3120** hours worked **the rate** will be increased to **95%** of the rate of the job that the employee is performing.
 - Upon the completion of the greater of twenty-four **(24)** months employment or **4160** hours worked the rate will be increased to **100%** of the rate of the job that the employee is performing.
3. Effective June 1, 1995, the Company **agrees** to contribute one **(1)** cent per hour to a Union training trust fund for **all** hours worked by the employees.
 4. **Lead Hands** shall receive twenty-five **cents** (\$.25).
 5. Employees, when called for work, shall be guaranteed four **(4)** hours pay for that day at the **regular** hourly rate, Employees who leave of their **own** accord when work is available **will** not receive this guaranteed **minimum** four **(4)** hours pay.
 6. When **as** a direct result of the introduction of new equipment a job is discontinued, and the incumbent is **transferred** to a lower rated job, or when the incumbent of a job that is reduced in value following a **technological** innovation, continues on the changed job, **his/her** rate shall not be reduced for a **period** of twelve **(12)** months, followed by a reduction of two **(2)** job classes for the next twelve **(12)** months, including layoff, provided that the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job or jobs he/she is performing.
 7. When a job changes and its group level is reduced, and the incumbent on the original job remains on the changed job, **his/her** rate **shall** not be reduced for a period of twelve **(12)** months, followed by a **reduction** of two **(2)** job classes for the next twelve **(12)** months, including layoff, provided **that** the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job or jobs he/she is performing.

HOURS OF WORK

1. **All** hours worked over eight **(8)** hours per day **shall** be overtime **and be** paid at the rate of time and one half **(1-1/2)**, except for those employees **who** are regularly scheduled for ten **(10)** hour **shifts** where **as** overtime would be paid at the rate of time and one **half (1-1/2)** for **all** hours worked over ten **(10)** hours per day.

- Effective July 1, 1995, employees will receive a weekend **shift** premium of **\$5.50** per hour for all hours worked on a scheduled shift commencing on Saturday or Sunday provided a minimum of the first 4 hours of the scheduled hours fall on either the calendar Saturday or Sunday. The employee will receive the weekend **shift** premium of **\$5.50** per hour for all hours worked on the calendar ~~Saturday~~ or Sunday, where less than the first 4 hours of the scheduled hours fall on either the calendar Saturday or Sunday. This premium will not apply to non-scheduled shifts or those scheduled **shifts** which do not commence on a calendar Saturday or Sunday.
- 3. Employees will receive a payment of time and one half their regular hourly rate for all hours worked on their scheduled days **off** for the week regardless of the hours **worked** on that day or during that week. **An** employee who works a non-scheduled Sunday shall ~~receive~~ double their regular hourly ~~rate~~ of pay for those hours worked on the Sunday, provided ~~the~~ employee works his/her scheduled hours made available to him/her by the Company for ~~the week~~ in which the non-scheduled Sunday was worked, otherwise the time and one half (1-1/2) payment will apply.
- 4. The Company **will** schedule eight **(8)** hour shifts on the basis of **5** consecutive days. Ten hour **shifts** will be scheduled such that an individual will have **a minimum** of **2** consecutive days **off** in a week, one of which will be **a** calendar Saturday and/or Sunday.
- 5. ~~The~~ Company will pay double time for the first Sunday worked resulting from a shift change, providing the change has occurred more than once in **a** twelve **(12)** month period.
- 6. Employees will be entitled to ~~forty-eight~~ **(48)** hours notice of a change of schedule.

SHIFT PREMIUM

All hours worked on the second and third **shifts** shall receive a **shift** premium of twenty cents (\$0.20) per hour commencing January 1, 1995.

All hours worked on the second and third shifts shall receive a **shift** premium of thirty cents (\$0.30) per hour commencing July 1, 1995.

All hours worked on the second and third **shifts** shall receive a **shift** premium of thirty five cents **(\$0.35)** per hour commencing on July 1, 1996.

OVERTIME

Overtime shall **be** distributed equally where possible among all employees performing such work on the job where overtime is necessary. Overtime **will** be voluntary on scheduled days **off**.

EMERGENCY CALL IN

An hourly rated employee who, after leaving the Company premises, is specially called **in** at any time outside his/her normal working hours, shall be **through** when the emergency is over, but shall, nevertheless, be paid for a minimum of five **(5)** hours at time and one-half (1-1/2) for the time spent on the emergency work outside his/her scheduled hours.

JOB CLASSIFICATION

The Company **agrees** that there **will** be no **alterations** or changes in the job classifications and bracket rates of any **persons** currently employed by the Company and that their rate of pay shall be maintained, except **as** hereinafter provided. In the event that the Company believes that a classification and/or bracket ~~rate~~ is inappropriate, the Company shall proceed **as** follows:

- (a) When there is a vacancy in a classification and/or bracket ~~rate~~ that the Company considers inappropriate or a substantial change in job content, the Company shall notify the Union of its desire to change the classification and/or bracket rate prior to filling the **vacancy**. **The** Company shall advise the Union of both the reason for the proposed change and ~~the proposed~~ bracket rate and/or classification.
- (b) If the Union **does** not accept the Company's position, the parties **shall** meet **and** negotiate the classification and/or bracket rate. The parties **agree** to waive any job posting procedures pending the completion of negotiations. The Union shall be permitted reasonable access to all areas of the plant in order to prepare for such negotiations, upon prior approval of the Company.
- (c) If the parties cannot **agree** on the classification and/or rate ~~within~~ fifteen (15) **working** days of the notification referred to in (a) above, or such longer **period as** mutually **agreed** to, either party may refer ~~the~~ matter to arbitration pursuant to Article 8 of the Collective Agreement.
- (d) Each party shall advise the other, in writing, of the position **as** to whether there should be a change and if **so**, the **amount** of the change, together with the **reason** therefore within ten (10) **working** days of the naming of its nominee, or such longer **period as** mutually agreed to. Either party may alter, amend, or expand its position by providing notice, in writing, to the other at any ~~time~~ up to seven (7) days prior to any arbitration hearing.
- (e) Pending the completion of the arbitration proceedings, the vacancy may be filled in accordance with ~~the~~ provisions of the Collative Agreement. Applicants shall be advised that the vacancy is being filled at the rate proposed by the Company but that such rate is subject to **negotiation/arbitration**. Any increase above the rate implemented by the Company shall be retroactive to the date of the **filling** of the vacancy.
- (f) In establishing the rate of pay for **a** classification and/or bracket rate, the Board shall do **so** only by comparing such classification and/or bracket rate with other such classifications and/or bracket rates within the plant. The Board's decision shall be limited to the area of dispute and the wage rate it establishes for the job classification and/or bracket rate shall be **so as** to maintain the wage rate relationship and internal balance which the parties have established **through** their negotiations.
- (g) The decision of the Board of Arbitration shall apply only to the person filling the vacancy but shall not apply to any other employee in the classification and/or bracket.
- (h) The Company will supply the Union with an up-to-date classification list. **This** list will include the employee's name, job description, rate, department, and seniority, up to the level of General Labourer.

SCHEDULE "D"

This is Schedule "D" referred to in Article 18 of the Collective Agreement:

1. Any regular full time employee is initially eligible for coverage when his/her records with the Company on the first (1st) day of any such month show that he/she has had not less than **six (6)** months of credit service and is **working**, except for **4(f)**.
2. Employees lose their eligibility for all coverages when their **records** with **the** Company show:
 - (a) **They** have quit.
 - (b) They have failed to **return** to work when recalled, in accordance with the Collective Agreement.
 - (c) When they have been on leave of absence or on layoff for ninety (90) days, from the first of the month following their leave of absence or layoff.
 - (d) When they have been absent in excess of twenty-one (21) consecutive months or length of service, whichever is less, due to sickness or noncompensable accidents.
 - (e) The employee is on pregnancy leave and has not **returned** four (**4**) months from the first (1st) day of the month following the grant of pregnancy leave.
 - (f) Employment **with** the Company has been terminated.
3. There is an obligation upon the employee to complete all initial eligibility requirements of the insurer. Any cost to the employee for subsequent forms requirements that **are** required to maintain the **same** with the insurer in order to be eligible for, and maintenance of, the benefits available under the provisions of the Collective Agreement will be **reimbursed** 100% by the Company upon presentation of receipts.
4. **COVERAGE**
 - (a) **Life Insurance:** \$15,000.00 for **all** employees.
 - (b) **Accidental Death and Dismemberment:** \$15,000.00 for **all** employees.
 - (c) **Dental Benefit**

Effective June 1, 1995, the Company will provide a "basic" coverage dental plan which will reimburse 80% of allowable expenses. The plan will reimburse 50% of allowable expenses with **respect** to dentures. The plan will have an annual maximum of \$1,000.00 per dependant. Allowable expenses will be based on the 1994 Dental Association fee schedule of Ontario, effective July 1, 1996, the 1995 fee schedule will apply.

(d) Major Medical Benefit

- (i) The Company will provide an extended Health Care Plan based on Blue Cross Plan "C". Prescription **drugs** and other allowable medical expenses will be reimbursed at 80% of cost to the employee.
- (ii) Effective July 1, 1995, a vision care plan will be in effect providing a benefit of one hundred and twenty five dollars every two years from the date of last purchase.

(e) Pension

Effective July 1, 1996, the Company will contribute \$.19 per hour worked into an RRSP Pension Fund on behalf of an employee. The contribution will be limited to a maximum of 40 hours per week.

(f) Weekly Accident and Sickness Benefit

- (i) Employees will be eligible the first of the month following 3 months service for coverage under the UIC Integrated Maple Leaf Foods sick pay plan. The Company will pay 80% and the employee will pay 20% (to an \$8 per month maximum) of the required monthly sick pay premium. Effective July 1, 1996, the required monthly sick pay premium will be shared 60% - 40% (to a \$12.00 per month maximum for the employee). Effective July 1, 1997, the Company and employee will share on an equal basis, the required monthly sick pay premium.
- (ii) The plan will pay employees commencing on the first pay of absence due to an accident or on the fourth day of absence due to an illness. The three day waiting period will be waived in the event that an employee is hospitalized for at least a 24 hour period.
- (iii) Company service Scale for duration of payment (as of every September 1st)

5 years to 7 years service	26 weeks
7 years to 10 years service	34 weeks
10 years service and over	52 weeks

- (iv) The benefit level payable is \$300.00 per week.

6. Coverage in section 4 (a), (b), (c), (d) and (e) will be paid 100% by the Company, subject to Clauses 1, 2, and 3.

APPENDIX A

CONDITIONS **FOR** REFRIGERATED TRUCK DRIVERS**1. EQUIPMENT**

- 1.01** It is to the mutual benefit of the Company and the employee that employees shall not operate vehicles which **are** not in a safe operating condition and not equipped with heavy appliances required by Law. It shall be the duty of the employees to report promptly, in **writing**, to the Company **all** defects in equipment. It shall be the duty of the Company to maintain all vehicles in a safe operating condition, in **accordance** with **the** Department of Transport regulations. The maintenance of equipment in sound operating **condition** is not only a function, but a responsibility of management. The Company **shall** not require employees to **take** out on the streets or highways any vehicle that is not in safe operating condition.
- 1.02** The Company shall not compel any driver to operate a vehicle in excess of the legal load **limits**.
- 1.03** It is agreed ~~that~~ a form shall be supplied to the driver on which to report defects in equipment, with sufficient copies **so** that one (1) can be held available for the driver and **so** that the office of the Company will have a copy of this report on file. A bad order form, when made out by the driver, will be signed by a representative of the Company. When a unit is bad ordered for **legitimate** reasons that make the vehicle unsafe for use, it shall be tagged and the keys removed and given to the Dispatcher or Traffic Manager, along with the bad order report. No driver or Company representative will remove the tag until the repair work is completed.
- 1.04** It is agreed that the Company will endeavour ~~at~~ **all** times to keep speedometers in proper working order.
- 1.05** **For** the purpose of processing specific grievances or disputes, the Union may have access to trip sheets, tach cards, relating to the specific grievance only.
- 1.06** The Company will provide in writing to the department Steward and safety representatives, all information concerning accidents that could lead to discipline not later than four **(4)** **working** days **from** the time the accident occurred.

2. UNIFORMS

- 2.01** **Uniforms** to be supplied once a year to be paid eighty-five percent **(85%)** by the Company, together with a Seven Dollar **(\$7.00)** weekly cleaning allowance.
- 2.02** A driver shall, upon attaining sixty (60) day probationary **period**, once a year be eligible for a **uniform**. **A** uniform consists of- 5 Short sleeved shirts, 2 Pair pants regular weight, 2 Unlined jackets, 5 long sleeved **shirts**, 2 Ties - clip on back Ties to be worn **as** posted, 2 **Pair** summer weight pants, 1 parka coat **shall also** be provided and **shall** be replaced upon obsolescence. A jacket liner will also be supplied at the request of the driver.

- 2.03 The Company **shall** provide heavy smocks and pants for drivers **and** keep **same** in good condition. **White** cotton gloves are to be supplied to drivers at the gate in the same manner **as smocks** are supplied.

3. GENERAL

- 3.01 The Company shall endeavour at all times to arrange runs in a manner that will give preference to senior drivers. In order to qualify for a long-haul trip, a driver must be off duty at least eight **(8)** hours prior to dispatch time.
- 3.02 Drivers dispatched on long **haul regular** delivery trips of **200 miles** or **more** one (1) way, may be **required** to take eight **(8)** consecutive hours off for layover. The purpose of the layover is to enable the driver to engage lodging for the night and to **ensure** the driver **returns** to the plant rested and properly dressed.
- 3.03 **The** Company agrees to make arrangements for layover drivers **at** specific motels, **where** the driver is to **stay**. The driver **will** be informed **as to** what motel he/she is to stay at prior to dispatch **time**, whenever possible. Drivers shall receive **Six Dollars** and **Fifty Cents** (\$6.50) for breakfast expenses incurred on a layover. For meals eaten **while** away from the plant on a layover, a driver shall receive **Six Dollars** and **Fifty Cents** (**\$6.50**) allowance for every five **(5)** hours while booked on. **All** layover drivers must take **at** least half an hour (1/2) for meals, and at no time will the meal time exceed one (1) hour. **On** layovers only, the evening meal allowance will be **Ten Dollars** (\$10.00). As of July 1, 1996 the breakfast and layover meal allowance will be increased by fifty cents (\$.50) to seven dollars (**\$7.00**) and the evening meal allowance will be **increased by fifty cents** (\$.50) to **Ten Dollars** and **Fifty Cents** (**\$10.50**). Meal Allowance for long haul to **be** paid prior to dispatch time.
- 3.04 All drivers must be given dated receipts for **all** monies leaving the plant. Drivers must **unload** their **returns** off trucks on returning to the plant **at** night. In case of product coming in from freezer storage at the end of a scheduled day, the Company will provide assistance for the driver to unload.
- 3.05 Drivers must be given dated receipts for **all** monies turned in to the Company.
- 3.06 Drivers will not be required to tow or push vehicles.
- 3.07 Drivers will **be** notified of their dispatch eight (8) hours prior to dispatch time, except in cases where it is not possible. In such cases, **runs will** be allocated according to seniority where the employees **concerned** can **perform** the work. The most junior man must take the run.
- 3.08 All drivers must take at least one half hour (1/2) for lunch-time and at no time will the lunch exceed one (1) hour.
- 3.09 Drivers shall not be charged for loss or damage to equipment unless clear proof of negligence is shown. In the event of such loss or damage, the Company shall have up to fifteen **(15)** days from the date of loss or damage to **register** a claim with the employee. Before the employee signs a damage authorization to deduct a claim, he/she shall have seven **(7)** days to register a grievance should he/she **fail** to agree with the Company's claim. In the event the grievance is not filed within seven (7) days, the Company may deduct the amount of the claim. The Company may lodge a claim for loss or damage up to and including twenty dollars (\$20.00).

- 10** Trucks will be assigned to drivers when **practical**. In the case of a breakdown, and the truck is tied up **at** the home terminal, drivers **will** use spare or rental trucks **until** such time **as** the regular vehicle is roadworthy.
- 3.11** It will be the responsibility of each driver to ensure that the tachograph is inserted daily and the clocks be set **at** the proper time.
- 3.12** **On** a layover run where the driver will be **back** to the plant within the twenty-four (24) hour period **allotted** on the tach, a driver **does** not have to change the tach **card**. The tachograph should show no movement while the driver is **off** duty. Drivers **will ensure that** charts **are** replaced **so** that they do not overrun.
- 3.13** The tachograph will not be opened between book-on and **book-off periods**.
- 3.14** **The** route **reports** must be properly completed daily.
- 3.15** **No** driver **shall** be permitted **to** allow anyone except employees of **the** Company, who **are** on duty, to ride in **his/her** truck, except by written authority of the Company.
- 3.16** In the event of a serious accident involving **a** driver while on duty, the Company shall do the following:-
- (a)** Traffic Manager advises spouse of the driver.
 - (b)** Arrange transportation of spouse to the City where the driver is if **he/she** is admitted to the hospital, and pay for one (1) round trip fare.
 - (c)** Arrange accommodation and pay for up to three (3) days.
 - (d)** Company to arrange and pay for expenses incurred in returning the driver to home base.
- 3.17** No driver will be asked to cross a legal picket line where **he/she** feels it is unsafe.
- 3.18** No staff or salaried personnel to drive **a** truck for the purpose of normal delivery and pick-up of Company product.

LETTER OF UNDERSTANDING

Between:

MAPLE LEAF MEATS ONTARIO DISTRIBUTION CENTRE
5100 Harvester Road, Burlington, Ontario
(hereinafter referred to as the "Company")

And:

LOCAL 707 OF THE UNITED FOOD AND
COMMERCIAL WORKERS INTERNATIONAL UNION
AFL-C.I.O. & THE C.L.C.
(hereinafter referred to as the "Union")

It is the policy of the Company to **reduce** incidence and ultimately eliminate **all** industrial accidents **by** the **use** of every reasonable precaution, and **by** the aggressive promotion of safety practices in the workplace.

The health and safety of **all** employees is a major concern of the Company's management. Working safely on the job is one of the most important responsibilities of each employee. In order to achieve this, the Company is committed **to** a strong Health & Safety **Program** for our employees, in conjunction with the Union, and **guarantees** that within **six** months the following will take place:

- 1.** A Joint Health & Safety Committee **will** be formed with members from both Union and Company, **to meet** a minimum of once per month, **to discuss** and take action on Health & Safety matters.
- 2.** A Safety Officer will be engaged by the Company to administer our **Program**.
- 3.** The Company will **take minutes** of all Health & Safety Meetings, and copies **will** be provided to the Union Office and the Health & Safety Committee members,
- 4.** The Committee will be allowed access to all information allowed by **Law**, for discussion **at** Health & Safety Meetings.

- **The** Company **agrees** not to call employees **who are off** sick or on compensation, provided the employee **has** made the Company aware of their condition, and the employee must call in at least once per **week** to update the Company on their condition.
- 6. The Company **agrees** to inform the Health & Safety Committee of **all** compensable accidents on a **regular** basis, and supply an Accident Report.
- 7. The Company **agrees that** within reason, a Union representative on the Health & Safety' Committee **will** be **allowed** time to investigate a serious or **fatal** accident. Before entering a Department, the Safetyperson must **inform** the Supervisor of the Department, and before leaving his/her Department, the Safetyperson must inform the proper Supervisor **so that** a replacement can be made.
- 8. **The** Company will provide up to 10 days per year, with pay, for Union representatives to attend Safety Seminars, etc. Not more than 2 people **from** one Department, and not more than 5 days for each individual, on the recommendation of the Safety Committee.
- 9. When an employee is **injured** due to a compensable d e n t , the Company will immediately inform the Union's Compensation Co-ordinator, or in his/her absence **an** appropriate Union representative. When it **has** been processed, a copy of **Form 7** regarding said accident **will** be supplied to the Union's Compensation Co-ordinator, or in his/her absence an appropriate Union representative.

LETTER OF UNDERSTANDING

Between:

MAPLE LEAF MEATS DISTRIBUTION CENTRE
5100 ~~Harvester~~ Road, Burlington, Ontario
(hereinafter referred to as the "Company")

And

LOCAL 707 OF THE UNITED FOOD AND
COMMERCIAL WORKERS INTERNATIONAL UNION
AFL-C.I.O. & THE C.L.C.
(hereinafter referred to as the Union)

The Company and the Union *agree* that the bargaining unit described in Article 2.01 is and will remain separate and **distinct from** the bargaining unit covered by the collective agreement between the Union and Fearmans Fresh **Meats**, Division of Fearmans **Inc.** The Union *agrees* that it will not make any application or take any step to combine in any way these bargaining units. **This** letter of understanding is part of the Collective Agreement between the Company and the **Union.**

Signed this 1st day of **February**, 1996 on behalf of:

Local 707 of the United Food and Commercial
Workers International Union, AFL-C.I.O. &
the C.L.C.

Maple **Leaf** Meats Ontario Distribution Centre
Burlington, Ontario

Bernie Ross
Darrel Howell
Shawn Haggerty

Dave **Wood**
Mark Parkinson

LETTER OF UNDERSTANDING

Between Maple Leaf Meats Distribution and Local 707 U.F.C.W. to be considered part of the Collective Agreement.

The Company agrees to give preference of employment to U.F.C.W. members who apply for employment at the Harvester Road Burlington location.

Preference being defined as "applications for new employment from U.F.C.W. members will be given preference when equal skills and work records are satisfied". The Company will not discriminate against U.F.C.W. members who were active in the Union in their past employment.

All rates and conditions in the Collective Agreement pertaining to the new employees will apply to U.F.C.W. members.

FOR THE UNION

Bernie Ross
Darrel Howell
Lawrence Dunphy
Shawn Haggerty

FOR THE COMPANY

Dave Wood
Mark Parkinson

32