
Collective Agreement

Between

United Food and Commercial Workers Union

and

X L Beef, Local 373A

Begins:

00/00/0000

Terminates:

00/00/0000

11333(03)

**ARTICLE 1
PURPOSE AND INTENT**

- 1.01 The parties hereto agree that it is mutually beneficial and desirable to promote cordial relations and to set forth herein the agreements concerning rates of pay, hours of work and conditions of employment to be observed insofar as they affect the Company's operations.
- 1.02 The parties hereto recognize that it is to their mutual interest to promote, as fully as possible, safe working conditions, efficiency of operations and the protection of property. it is understood and agreed that this can be best achieved and maintained by harmonious relations between the Company, the Employees and the Union and by the settlement of all differences in an amiable manner.

**ARTICLE 2
INTERPRETATION AND EXTENT**

- 2.01 In accordance with the "Certification" granted to the United Food and Commercial Workers International Union Local 373A Affiliated AFL - CIO by the Labour Relations Board of Alberta under Certificate No: 14-90 dated **January** 9, 1990 the Company recognizes the Union as the exclusive representative for the purpose of collective bargaining of its plant employees in respect to the rates of pay, wages, hours of employment **and** other conditions of employment.
- 2.02 Whenever the male pronoun **is** used, it shall be deemed to include the female pronoun **and** vice versa, and whenever the singular is used, it shall **be** deemed to include the **plural**, and vice versa.
- 2.03 The Company and the Union will endeavour, by mutual agreement, to introduce a working liaison through committee structures to develop a team approach to promote safety, efficiency **and** harmonious relations.

**ARTICLE 3
JOINT LABOUR/MANAGEMENT COMMITTEE**

- 3.01 The **Employer** and the Union agree to form a Joint Labour/Management Committee consisting of three (3) members (including a full-time representative of the Union) representing the union and three (3) members representing XL Beef.
 - The Joint Labour/Management Committee shall meet not less than two (2) times per year or at such other times **as** are mutually agreed.
 - The members of the Committee shall discuss items of concern.
 - Either **party** shall inform the other of items on the Agenda, at least three (3) days in advance, of any scheduled meeting.

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ARTICLE 4
MANAGEMENT FUNCTIONS

- 4.01 a]** Subject to the provisions of this Agreement, the Union acknowledges that the **Company** has **and** retains the sole, exclusive right **and** responsibility to manage its operations, plants and business as it sees fit, including but not limited to the following:
- i]** To direct the working forces, including the right to decide on the number of Employees needed by the Company, or required for any task, to organize or assign **work**, to schedule shifts to maintain order, discipline **and** efficiency in all operations;
 - ii]** To make and to alter from time to time rules and regulations to be observed by all employees;
 - iii]** To discipline **or** discharge employees **for** proper cause.
- b]** The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically controlled **by** this Agreement. The Company therefore retains all rights not otherwise specifically covered in this agreement.
- 4.02 a]** The Company agrees that it is not the function of persons of, or above, the rank of Supervisor to perform **work** currently performed by Employees covered by this Agreement except when such performance:
- i]** Is clerical in nature or is for the **purpose** of instructing, experimenting, investigating, demonstrating, replacing of any Employee who is absent from his **job** during the shift, **sharpening** knives, coping with an emergency;
 - ii]** Is for the purposes of overcoming production difficulties caused by the absence of an Employee. In such cases the Company will endeavour to obtain suitable replacements as soon as reasonably possible;
 - iii]** Is limited to occasional work, negligible in amount.
- b]** The Company shall advise the Union's Chief **Shop** Steward, in advance where possible, of all changes made in the assignments of Plant/Operations Supervisors,
- 4.03 a]** The Union acknowledges that the Company may assign salaried Employees, as **part** of their Management Training Program, to work alongside of various Employees covered **by** this agreement, so **long as** the number of such Employees does not exceed three (**3**) at **any** one time, and provided no Employees shall be demoted, laid off **or** discharged, nor shall promotion be adversely affected to create positions for Management Trainees.

ARTICLE 4.03 Continued

- b]** In assigning such salaried Employees referred to in Section 4.03, Sub-Section "a" above the Company shall be cognizant of any possible material **risks** to the safety of the Employee and may accordingly restrict the "Trainee's" activities to that of observing certain production functions rather than performing such functions.
- 4.04 a]** The Company shall have the right to assign **an** Employee to the position of Temporary Supervisor, subject to the Employee's acceptance, for the purposes of training and to provide relief for temporary increases in work loads, annual vacations and other such absences.
- b]** Employees assigned to the position of Temporary Supervisor shall continue to be governed by all the terms and conditions of this Agreement. During such assignments, the Temporary Supervisor shall not have the right to hire, fire or discipline, but shall be required to direct the activities **of** employees supervised.
- c]** The Company shall advise the Union in writing, in advance where possible, of all assignments to the position **of** Temporary Supervisor, including the shift or Department assigned to, the nature of the assignment **and** the expected duration, where applicable.
- d]** Any Employee that acts in the capacity of Temporary Supervisor shall be paid a minimum of one dollar (\$1.00) per hour above the highest rated hourly wage that he is regularly supervising, in his capacity as **a** Temporary Supervisor, or over his regular hourly rate, whichever is greater.

**ARTICLE 5
UNION RECOGNITION**

- 5.01** The **Company** and/or its representatives recognize the Union **as** the sole and exclusive bargaining representative of all Plant employees, **as** referred to in the Certification issued by the Labour Relations Board of Alberta, **as** defined in Article 2, Section 2.01 of this Agreement.
- 5.02 a]** Union representatives shall be permitted entry to the Company's operations in order **to** carry out their required duties on receipt of permission from the Plant Superintendent or his designate.
- b]** Union representatives will not interfere with Employees during working hours unless permission is granted nor shall they unduly occupy the time of Employees during working hours.

- 5.03** Employees and/or Union representatives shall not engage in any Union activity on Company property or during working hours, except as expressly provided for in this Agreement.

**ARTICLE 6
UNION REPRESENTATION**

- 6.01** The **Company** shall recognize Employees appointed or elected **as** Officers of the Union's **Bargaining** Unit for the Plant, elected **as** Stewards **and** appointees to approved committees expressly provided for in this Agreement.
- 6.02** a) The Company shall not be required to recognize more than one (1) Steward in each of its designated Departments, The Company shall advise the Union, in writing, of designated Departments, amendments to these Departments or any new Departments created.
- b) The position of Chief Steward or Chief Shop Steward shall be recognized in addition to the Stewards referred to in **Section 6.02 a)** above.
- 6.03** **The Union** shall advise the Company in writing, in advance, the names of all Stewards and the Department they represent and all committee members of the committees referred to in this Agreement, when appointed or replaced by the Union. The Company shall supply the Union with a corresponding list of Company representatives to committees referred to in **this** Agreement.
- 6.04** The Company shall pay Employees and/or Employee Union representatives referred to in this Article their regular straight time rate of pay for normal time spent in meetings with representatives of the Company required during their regular hours of work.
- 6.05** Union representatives shall not leave their work to process or deal with any matter without first advising and receiving approval from their immediate Supervisor. The Company shall exercise reasonableness in their handling of such requests.
- 6.06** The Company shall provide a Bulletin Board, for the exclusive use of the Union, to post official Union notices. The Union agrees that such notices shall require the approval of the Company before being posted.

ARTICLE 7
UNION SECURITY AND MEMBERSHIP DUES

- 7.01** The parties agree that **as a** condition of employment, **all** Employees shall become and maintain such membership in the Union within thirty (30) days.
- a]** The Employer shall be free to hire new employees who are not members of the Union, **PROVIDED** said non-members, whether **part** time or full time employees, shall be eligible for membership in the Union **and** shall make application on the first day of employment and become members within thirty **(30)** days.
- b]** It **is** understood and agreed that "shall be eligible for membership in the Union" **means** that **such** non-member shall have applied for membership in the Union.
- 7.02** For the purposes of this Agreement, Employees shall be deemed to maintain their status **of** a member in good standing of the Union provided that they have made proper application for membership in the Union, pay the necessary initiation fees, dues and assessments of the **Union**, and comply with the Constitution and/or By-Laws of the Union.
- 7.03** The Company agrees to ensure that all new Employees complete the required application card for Union membership prior to commencing employment **and** to forward the completed application to the Union office.
- 7.04** The **Union shall provide the Company with** blank **Application** forms.
- 7.05** Employees shall be required to sign **an** irrevocable authorization for the deduction of Union dues, assessments and initiation fees levied in accordance with the Union's Constitution and/or By-Laws. Such authorization shall be on a form that:
- a]** meets the standards prescribed **by** the laws and regulations of the Province of Alberta;
- b]** is supplied by the Union.
- 7.06 a]** The **Company** shall, **during** the term of this Agreement, deduct **from** each of those Employee's wages on the second payday of each calendar month, the sum or sums referred to in Section 7.05.

- b) All such deductions shall be remitted to the Secretary/Treasurer of the Union prior to the tenth (10th) day of the month following the month in which **the** deductions were made along with a list of the Employees **from** whom such **sums** were deducted, indicating the amount **and** purpose of each such deduction.
- c) The above deductions shall commence, in the case of each Employee who is in the employment of the Company and who is a member of the Union, on the effective date of this Agreement. In the case of new Employees, hired **and** who become members of the Union subsequent to the signing of this Agreement, such deductions **shall** commence with the second (2nd) payday following the date of hire.

ARTICLE 8 CONTRACTING OUT

- 8.01 It is agreed that the Company may contract out work normally performed by Employees covered by this Agreement.
- 8.02 The Company will consider the following relevant factors before contracting out such work:
- i) any adverse effect on Employees;
 - ii) availability **of** required skills;
 - iii) duration **and** frequency of the job;
 - iv] urgency of the job;
 - v] economics of the situation;
 - iv] availability **of** required equipment.
- 8.03 The Company agrees to provide **the** opportunity for an Employee to submit a bid, on **an** open competition basis, for regular **after** normal hours of Plant operation sanitation related work and/or special cleaning/pre-inspection type projects that may **be** required from time to time, provided the Employee **can** establish and maintain himself **as** a **valid** independent contractor in accordance with any Federal, Provincial and/or Municipal Government Legislation and/or Regulations **and** provided the Employee can meet **and** satisfy the requirements of the Company's Bid specification(s) **as** may be set out by the Company from time to time. Any such bid for any such work will be awarded on a merit basis in accordance with the provisions of Section 8.02 of this Article.

**ARTICLE 9
NO CESSATION OF WORK**

- 9.01** The Union agrees that there shall be no strikes, slowdowns, other curtailment or restriction of production or interference with work during the life of this Agreement.
- 9.02** It is agreed that the Company will not, during the term of this Agreement, lock out Employees.

**ARTICLE 10
NON-DISCRIMINATION**

- 10.01** The Company and the Union agree that there shall be no intimidation, coercion, restriction or discrimination exercised or practiced by either party to this Agreement in respect of **any** employee or group **of** employees for any reason.

**ARTICLE 11
SENIORITY**

- 11.01** Seniority for the purposes of this Agreement shall be defined as Company Seniority and Departmental Seniority. Company Seniority shall apply to all Employees of **the** Company, and Departmental Seniority shall apply to Employees within their respective departments.
- 11.02** Company Seniority shall mean the length of an Employee's continuous employment with the Company and Departmental Seniority shall mean, the Company Seniority of the Employee's within a Department.
- 11.03 a]** A new full time Employee shall be considered on probation and seniority shall not commence until such time **as** he has worked seventy-five (75) working days from his last date of hire. For the purposes of determining the probationary period, each **part** or full day of absence from work, for any reason, will be added **as** an additional full day that **is** required to be worked to the stipulated seventy-five (75) day probationary period.
- b]** On completion of the probationary period, **an** Employee's seniority date shall revert to the last date of hire.
- c]** Probationary Employees shall have no seniority rights during the probationary period and may be terminated or discharged where the Company, in it's discretion, determines that they are unsuitable or unsatisfactory.
- d]** The probationary period may be extended in extenuating circumstances, by mutual agreement of the company and the union, with the employee notified in writing prior to the expiry of the initial seventy-five day probationary period.

An Employee's seniority shall be lost and employment terminated for any of the following reasons:

- a] voluntary resignation or retirement;
- b] discharge without reinstatement pursuant to the **terms** of this Agreement;
- c] Employee is absent **without** leave for two **(2)** consecutive days **of** scheduled work or two **(2)** separate scheduled days of work in a sixty (60) calendar day time period.
- d] Employee **has** been on **layoff from** the Company for a period of more than ninety (90) days;
- e] failure to **report** to work within seven **(7)** days of double registered notice of recall;
- f] Employment with another employer while on approved leave of absence or absence due to sickness or accident and is receiving either Workers' Compensation benefit or benefit payments under the Company's Health **and** Welfare Benefit Program, **and** the Company has not approved, in writing, such interim employment.
- g] After absence due to sickness or accident of twenty-four **(24)** months. In the case of **an** Employee returning to work, from a prolonged absence, the Company shall require the Employee to **provide** a certificate **from** his Physician that he is fully capable of performing the **work** available. The **Company** may elect to have such Employee examined by the Company's Physician **and** in the case of where there is a difference of medical opinion as to whether or not the Employee is capable of performing the work available, the Employee agrees to be examined by a Physician mutually agreed to upon to make **such** final determination.

11.05 The Company shall prepare seniority lists on a bi-monthly basis indicating Company and Departmental Seniority and each Employee's classification. Copies of such lists shall **be** posted to all bulletin boards and a copy forwarded to the Union.

ARTICLE 12 LAY-OFF

12.01 In the case of a reduction in the work force, the Company shall consider the following factors in determining which **employee(s)** shall be laid off:

- i] **the** Company seniority of the Employee(s) within the affected Department providing the Employee(s) is qualified to perform the available **work**.

When in the judgment of the Company, i] above is to all intents and purposes equal between two **(2)** or more Employees, the Employee(s) having the least Company seniority within **an affected** Department shall be the first to be laid off.

12.02

In the case of a shutdown of the Company's operations or section thereof, resulting in the lay-off of Employees, the Company shall lay off Employees in accordance with their Company **seniority** within the Employee's Department and ability, commencing with **the** least senior Employee with the least ability.

12.03 a]

In the event of **an** emergency shutdown of **the** Company's operations or section thereof that is three (3) working days or less, Employees directly affected may be temporarily laid off without **regard** to other provisions of this Agreement that apply to layoff and recall.

b]

"Emergency" shall mean **an** extreme situation beyond the genuine control of the Company, rendering the facilities, or section thereof, physically inoperative or unsafe to operate.

12.04 a]

In the event of a layoff, other **than an** emergency that is less than sixty (60) days, the Company shall give the Union, and the Employee(s) affected the following notice:

i]

No notice shall be given to probationary Employees;

ii]

One (1) working day of notice for each six (**6**) months of continuous service up to a maximum of five (**5**) working days of notice, shall be given to all regular employees.

The minimum notice provided **to** regular employees in ii] **above** shall be **two** (2) working **days**.

b]

In the event of layoff in keeping with 12.04 a], the Company shall layoff a minimum one **week period**. The layoff provision **must be used** for full **week** periods only, [Monday to Friday], no partial weeks.

c]

In case of recall of **an** Employee for work of ten (10) working days duration or less, the requirement in respect to the notice for **a** layoff referred to and provided under Section 12.04, Sub-Section a] of this Article shall not apply.

12.05

Employees laid off will be recalled in the inverse order of layoff, in accordance with the provisions of Section 12.01.

12.06

It shall be the responsibility of the Employee to notify the Company of his current mailing address and telephone number.

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**ARTICLE 13
COMPLAINT PROCEDURE**

13.01 The parties agree it is desirable that any complaints be settled as quickly as possible,

13.02 If, during the term of this Agreement, there should arise any difference between the Company and employees and/or the Union regarding the interpretation, application, administration or alleged violation of the terms and conditions of this Collective Agreement, an earnest effort shall be made to settle the difference in the following manner.

The employee or employees concerned, with or without a shop steward in attendance, should first seek to settle the dispute in discussion with the immediate supervisor. Failing this or failing satisfactory settlement, then:

The Union representative(s) and the Company representative(s) or designate, shall meet and in good faith shall earnestly endeavor to settle the dispute. Failing this or failing satisfactory settlement, then:

STEP 1

The grievance shall be presented in writing to the Plant Superintendent by a Union representative. The written grievance will set forth the following:

- a] the nature of the grievance,
- b] the remedy or correction required.

The Plant Superintendent shall make known his decision with a written response to the grievor(s) and Union within ten (10) calendar days of receipt of the grievance, unless both parties mutually agree to extending the ten (10) day period.

STEP 2

Failing a satisfactory settlement of the grievance at Step 1, the employee(s) with a Union representative may present the matter to the Plant Manager or designate providing this is done within ten (10) calendar days after receipt of the Plant Superintendent's response in the first step. The Administrator of **Human Resources** or designate shall make known his decision with a written response to the grievor(s) and the Union within ten (10) calendar days of receipt of the grievance.

13.03 a] Any grievance which is not presented within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or within fourteen (14) calendar days of the last day worked in the case of dismissal shall be forfeited and waived by the aggrieved party.

- 13.03 b)** “In the event a mutually satisfactory settlement has not been reached at the conclusion of Step 2 either party may, prior to advancing the dispute to Arbitration, elect to submit to review by the Joint Labour Management committee (JLM) or to use the Alberta Department of Human Resources and Employment, Mediation Services to attempt to mediate the dispute.” The recommended settlement of the dispute in question shall not be binding on either party, This option must be undertaken within ten (10) calendar days from the date of the written response referred to in Step 2.
- 13.04** If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration provided said written notice is given within forty-five (45) calendar days of the last written response, or from the date the parties failed to meet.
- 13.05** The Company and the Union shall make every reasonable effort to schedule meetings to discuss and resolve grievances during regular working hours. An employee(s) shall be paid the regular straight time rate of pay for attending such meetings.
- 13.06** Any of the time limits set out in the Article may be extended by mutual agreement, in writing, of the parties hereto.

ARTICLE 14 ARBITRATION PROCEDURE

- 14.01** Either party to this Agreement may, in accordance with the provisions of this Agreement, and upon completion of Step 2 of the grievance procedure, notify the other party, in writing, of its desire to submit to a Board of Arbitration an unsettled complaint relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.
- 14.02 a)** The Board of Arbitration referred to in Section 14.01 of this Article, shall be composed of three (3) members and shall be established in the following manner:
- 1.** Within seven (7) working days following receipt of such notice, the Company and the Union shall each select a representative to serve on the Board of Arbitration;
 - 2.** No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration;
 - 3.** The nominee of the Company and the nominee of the Union shall, within five (5) working days after they have each been selected, choose an additional member to act as Chairperson;

- 14.02 a]** 4. In the event of failure of the nominees of the Company and the Union to agree upon a Chairperson within the five (5) days specified, the Minister of Labour shall be immediately requested to name a third (3rd) member who shall act as Chairperson of the Board of Arbitration;
5. Within five (5) days of the appointment of the impartial Chairperson, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within thirty (30) calendar days after its last session
- b]** It is understood and agreed that the time limits, as set out in Section 14.02, Sub-Section a) of this Article, may be altered by mutual agreement, in writing, between the Company and the Union.
- 14.03** Notwithstanding Section 14.01 and 14.02 of this Article, the parties may agree to the appointment of a single Arbitrator with the same powers as a Board of Arbitration. In such cases, within seven (7) working days of the notice referred to in Section 14.01, the Company and the Union shall select an Arbitrator that is mutually acceptable to both parties. If agreement cannot be reached on the appointment of a single Arbitrator within five (5) working days, a Board of Arbitration shall be appointed in accordance with the provisions of Section 14.02 of this Article.
- 14.04** A Board of Arbitration or Single Arbitrator, appointed in accordance with this Agreement, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify or amend any part of the provisions, or deal with any matter not contained herein.
- 14.05** A decision of the Single Arbitrator or of majority of the Board of Arbitration shall be final and binding on all parties involved.
- 14.06** No matter may be submitted to arbitration that has not been processed through the complaint procedure. This provision may be waived upon the mutual agreement, in writing, between the two (2) parties.
- 14.07** The Company and the Union shall equally share the cost of the Single Arbitrator or the Chairperson of the Board of Arbitration and each of the parties shall bear the cost of their own representatives and witnesses.
- 14.08** An Arbitration Board or single Arbitrator, selected in accordance with this Agreement, shall render a written decision to the parties hereto within thirty (30) calendar days of the date of the conclusion of the Arbitration hearing. This time period may be altered with the consent of both of the parties to this Agreement.

**ARTICLE 15
DISCIPLINE AND DISCHARGE**

- 15.01 a]** No Employee shall be disciplined or discharged without just cause and such discipline will be applied in a consistent manner,
- b]** In the event that the Company deems it necessary to meet with an employee away from his/her work station on a matter of discipline, the employee will be accompanied by a Steward.
- Employees will be informed of the reason for their reprimand, suspension or termination in writing and a copy will be forwarded to the Union office by Human Resources.
- c]** Disciplines issued prior to January 1st 1999 (previous employer) shall not be considered by this employer.
- 15.02 a]** If an employee believes he has been unjustly disciplined, suspended or discharged, he may request the matter be dealt with as a grievance, in accordance with Article 13, Grievance Procedure.
- 15.03** Termination of an employee who has not completed the probationary period as set out in Article 11.03 shall not be subject to challenge by the Union or the employee under the terms of this Collective Agreement.

**ARTICLE 16
HOURS OF WORK & OVERTIME**

- 16.01** The provisions contained in this Article are established for payroll calculation purposes only, and shall not be construed as a representation or guarantee by the Company or guarantee to any Employee of any time or period of work or employment except as is provided in Section 16.02, Sub-Section a] and b] of this Article.
- 16.02 a]** The normal straight time hours of work for Employees shall be based on eight (8) consecutive hours of work in any twenty-four (24) hour period commencing at the start of the Employee's first regularly scheduled shift for five (5) consecutive days in any calendar week.

- b]** Notwithstanding Section 16.02, Sub-Section a] above 'the Union agrees that the Company may reduce without notice, at any time, the normal straight time hours of work of any Employee by **up** to one hundred and thirty-two (132) regularly scheduled hours in each calendar year provided that such reductions in the employee(s) normal straight time hours of work do not exceed eight (8) hours in any one (1) given week.
It is understood that the provisions **of** this section [16.02 b] shall not be used in conjunction with the layoff provisions contained in this agreement [Article 12].

16.03 Employees shall be paid overtime as follows:

- i]** Time **and** one-half (1.5X) for hours worked **in** excess of eight (**8**) hours in a scheduled work day;
- ii]** Time and one-half (1.5X) for all hours worked on the Employee's first scheduled day of rest;
- iii]** Double time (2X) for **all** hours worked on the Employee's second scheduled day of rest;
- iv]** Employees **shall be** paid at their applicable Master File straight time rate, except as this rate may otherwise be adjusted as provided in this Agreement, for the first forty (40) hours worked in the Employee's regularly scheduled work week as referred to in Section 16.02, Sub-Section **a]** of this Article **and** shall be paid overtime for any hours worked in excess of such forty (40) hours worked in any such work week at the rates specified in Section 16.03 i], ii] and iii] above.

16.04 It is understood and agreed that where an **Employee** is required to work **an** overtime assignment, such assignment shall be considered scheduled work. Except in the case of an emergency, beyond the control of Management, the Company shall advise the Employee(s) a minimum of five (5) hours before the end of the Employee(s) regularly scheduled **shift** after which the overtime was to be worked, if the overtime so scheduled **is** to be canceled.

16.05 An Employee's work schedule shall not be changed during any one (1) week or cycle for the purpose of avoiding the payment of overtime rates or premiums.

16.06 a] The Company shall give **an** Employee forty-eight (**48**) hours notice of **a** change in shift schedule. Where such notice is not given, the Employee(s) shall be paid time **and** one-half (1.5X) for the first four (**4**) hours of regular hours worked following the change. This provision shall not apply to a new Employee's initial assignment to a regular shift.

- b] The provisions of this section shall not apply to **an** Employee requesting a change in shifts for personal reasons. No Employee shall be allowed to change shifts under any circumstances without first receiving the written approval of his immediate Supervisor.
- c] The schedule of **an** Employee may be changed without notice in the event of the unscheduled absence of other Employees, or in the event of **an** emergency such **as a fire**, flood, breakdown of machinery or other major disruptions genuinely beyond the control of the Company.

16.07 a] Daily hours of work shall be consecutive, with the exception of a fifteen (15) minute paid rest break in the first half of the work day, a thirty (30) minute unpaid meal period, and a fifteen (15) minute paid rest period in the second half of **the** day, for a work day of six (6) or more hours. In addition, one minute before each rest period and meal period will be allowed for employees to put their tools, etc., in the designated **area**, and one minute **after** each rest break and meal period will be **allowed** for employees to wash their hands before production starts.

b] The Company may **vary** the schedule of either the rest break(s) or the meal period for the purposes of overcoming production difficulties that are genuinely beyond the control of the Company, except that the rest break(s) shall not be added to the meal period.

16.08 If an Employee is required to work unscheduled overtime in excess of one (1) hour before and/or beyond his normal shift (or combination thereof which totals one (1) hour, such Employee shall be provided with **an** allowance of ten dollars (\$10.00) in lieu of **the** Company providing **the** employee with a hot **meal** and the time for the overtime meal period, The meal allowance shall be included in the Employee's regular **earnings**.

16.09 It is understood and agreed that there shall be no pyramiding of overtime hours, rates or premiums contained in this Agreement.

16.10 The Company shall distribute overtime **as** equitably as practicable among the employees within their respective Department.

Overtime other than complete department overtime will be distributed as follows:

- a] Offered to the employee that normally does the job.
- b] Offered to other employees in the same department according to seniority providing they can do the job.
- c] Offered to employees in a different department according to seniority providing they can do the job.

- 16.11** **An** Employee who is called out to work unscheduled overtime shall be paid a minimum of four (4) hours at the applicable overtime rate and will only be required to complete the work called out to perform. In the event the work exceeds **four (4)** hours, the applicable overtime rate shall apply for all hours worked.
- 16.12 a]** **An employee** injured at work and unable to complete their shift, as determined by a Medical Physician, shall be paid for the balance of such shift at his regular rate of pay.
- 16.13** It is understood and agreed that none of the overtime provisions of this Article shall apply or be paid because of personal arrangements between Employees. Employees wishing to change shifts for personal reasons, must obtain prior written approval of **the** Plant Superintendent.
- 16.14** **An** Employee(s) shall report **by** telephone to his immediate Supervisor, or in a prescribed manner, at least one (1) hour prior to the start of his scheduled shift, sickness or inability to report for work. Failure to properly report shall constitute the Employee as being considered absent without leave and the Employee may be subject to disciplinary action as determined, on the merits of the specific situation, by the Plant Superintendent.

ARTICLE 17
PREMIUM RATES

- 17.01** **Shift Premiums**
- Thirty-five cents (\$0.35) per hour for any shift that is started between 15:00 hours (3:00 P.M.) and 03.59 hours (3:59 A.M.) provided that such shift that is started is completed as scheduled.
- Thirty-five cents (\$0.35) per hour worked after 15:00 hours (3:00 P.M.) for shifts starting between 10:00 hours (10:00 A.M.) and 15:00 hours (3:00 P.M.).
- 17.02 a]** **First Aid Certificate**
- Twenty-five cents (\$0.25) per hour for every hour of scheduled work worked by regular employees holding a valid first aide attendant certificate in accordance with Alberta Regulations.
- 17.03** The premiums contained in this Article shall not be included in calculating overtime rates but shall be paid for all overtime hours worked in conjunction with such shift.

**ARTICLE 18
PROMOTION & ADVANCEMENT**

18.01 Job Postings

When job vacancies occur with the exception of Lead Hand above the basic job classification in the plant [Pay Class V] **and** the Employer requires replacements, and when the Employer creates new jobs they shall be posted on the bulletin board for a period of three (3) working days during which time applications may **be** made by the employees. Copies of all such postings will be sent to the Union. Such applications made shall receive first consideration within the department concerned. The most senior applicant within the department, with the ability to perform the **job**, shall be given the position.

18.02 The Company and the Union agree that it is to the mutual benefit of both parties to train Employees for the purpose of promotion.

18.03 An employee may not request a transfer to another department until he has attained one (1) year of seniority.

**ARTICLE 19
PAY CLASSES, JOB FUNCTIONS & RATES OF PAY**

19.01 The rates **of** pay for the typical functions in the established pay classes for Employees shall be set out in Appendix "A" attached hereto and forming part of this **Agreement**.

19.02 Where **a** new job function is established, or where the content **of** existing job functions are substantially changed, or an Employee is improperly classified, the pay classes, rate(s) of **pay**, **and** other related matters shall be established by the Company. In the event the Union disputes the Company's decision on the matter and fails to negotiate the difference, the matter may be a subject of a complaint and may be referred to arbitration. The Arbitrator or Board of Arbitration, shall have the power to determine appropriate pay classes, rates **of** pay, and other related matters in issue, effective the date the job functions were changed or new job functions were established. The Company shall, however, establish the rates of pay for new job functions until agreement, or the decision of an Arbitrator or Board of Arbitration has been given, at which time the rate of pay shall be retroactive for the hours worked in the new pay class.

19.03 a] When a regular employee **works** in a higher pay class the employee shall be **paid** the higher rate of pay for all the hours worked in that pay class. In the case of an employee working more than four (**4**) hours in a higher pay class the employee shall be paid the higher rate for the entire shift, including maintenance employees.

- b) The provisions of Section 19.03 Sub-Section a) shall not apply to employees in training, provided they are accompanied by the employee responsible for their training.

**ARTICLE 20
PAYMENT OF WAGES**

- 20.01 All Employees shall be paid every second Friday using a direct bank deposit system.
- 20.02 **An** Employee that voluntarily terminates employment shall be paid all accrued wages on or before the end of the next regular pay period. **An** Employee that is terminated by the Company shall be paid on or before the second regular business day **following** the date of the Employee's termination.

**ARTICLE 21
GENERAL PAID HOLIDAYS**

- 21.01 The following days shall be recognized as General Paid Holidays for the purposes of this Agreement:

New Years Day	First Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day [Floater]	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Family Day will be provided as long as it is Provincially approved for the current year.

- 21.02 a) **An** Employee covered by this Agreement, subject to the conditions **below**, shall be entitled to straight time pay based on his normal hours of work for any of the General Paid Holidays covered by Section 21.01, Sub-Sections a) and b), provided:
 - i) that **the** Employee has been in the employment of the Company for thirty (30) days during the previous twelve (12) months;
 - ii) that the Employee worked his last **full** scheduled shift immediately preceding and succeeding the General Holiday and on the General Holiday if scheduled to **work**;

- iii] that if the employee is unable to report to work on the days identified in section 21.02, item (ii) because of bona fide illness, injury or authorized day off, He shall provide prior advice, where possible, of his inability to work **and** shall provide a physicians certificate where applicable.

Authorized leave as stated herein shall not include any extended leaves of absence for the purpose of vacation .”

21.02

- b] It is understood **and** agreed that when **an** Employee is laid off in accordance with the provisions of Article 12 of this Agreement effective on either the full scheduled **shift** immediately preceding or succeeding a General Holiday the Employee shall be paid for such General Holiday in accordance with Section 21.02 above, provided that, in the event he **is** laid off effective with the shift immediately following the General Holiday, the Employee has worked the last full scheduled shift immediately preceding **such** General Holiday.

21.03

If **an** appropriate Governmental authority proclaims **an** additional General Paid Holiday during the term of this Agreement Section 21.01, Sub-Section a] shall be amended to include such General Paid Holiday so proclaimed.

21.04

Double the regular straight time hourly rate shall be paid to **an** Employee for the normal shift hours worked on a General Paid Holiday in addition to being paid for the General Holiday.

21.05

a] Where a General Paid Holiday falls on **an** Employee’s scheduled day off, the Employee may elect to be paid for the General Paid Holiday or receive **an** alternative day off **at** straight time pay, in conjunction with the Employee’s annual vacation, or any other day, providing either is mutually agreed to, in advance, by the Company and the Employee.

b] **Victoria Day Floater**

The Employee may elect to take the floating day in conjunction with the Employees Annual vacation, or any other day, providing either **is** mutually agreed to, in advance, by the Company and the Employee. The Employee may elect to be paid for the Victoria floater in lieu of taking a day off.

21.06

For the purposes of General Paid Holidays only, a working day shall be defined as the twenty-four (**24**)hour period commencing at 6:00 hours (6:00 A.M.) on the day of the General Holiday.

21.07

Where permitted under applicable labour legislation, if any of the General Paid Holidays fall on a Saturday or Sunday, the Monday following will be observed **as** the Holiday,

**ARTICLE 22
VACATION ENTITLEMENT & PAY**

22.01 The purpose of annual vacations is to provide Employees with a period of rest and relaxation away from their work environment, therefore, all Employees shall be required to take their annual vacations during the year of vacation entitlement.

22.02 Employees Shall be entitled to annual vacations with pay in accordance with the following schedule:

Completed Years of Employment	Weeks of Vacation	Vacation Pay as a % of Regular Earnings
1	2	4%
5	3	6%
9	4	8%
14	5	10%

The sixth and seventh weeks of vacation are only in effect for those employees who qualified for them prior to July 1st, 1998

20	6	12%
25	7	14%

22.03 For the purposes of Vacation entitlement, a vacation year shall be from **January** 1st to December 31st and a calendar week shall be five (5) working days for an Employee working an eight (8) hour shift.

22.04 For the purpose of calculating vacation pay, the percentage (%) rates referred to in Section 22.02 shall be applied to the Employee's total hours paid by the Company, to a maximum of 2,080 hours, excluding taxable benefits, for the twelve (12) month period ending December 31st of the previous year.

For the purpose of the above calculations overtime hours will be calculated at straight time (one hour worked equals one hour paid).

The total hours will be multiplied by the employees current master file rate, or the master file rate at December 31 of the preceding year, whichever is the greater. **Two** percent (2%) of this total shall be the employee's vacation pay for each week of entitlement

22.05 An Employee's Vacation entitlement and Vacation pay shall be based on the Employee's completed years of service in the calendar year in which the Employee's anniversary of employment falls, in accordance with Sections 22.02 and 22.04.

- 22.06** Employees shall be required to submit their preference for vacation periods to their immediate Supervisor, on a departmental basis, on or before April 1st in each year. The Company shall post approved vacation schedules, by department, on or before April 30th of that year.
- 22.07** The scheduling of vacations shall be granted based on Company seniority within the department by the crew. Vacation requests received after April 1st shall be scheduled, based on the date the application is received, on a first received, first scheduled basis. Insofar as possible the Company **shall** grant vacations at times most desirable to Employees, but the final allotment of vacations is reserved by the Company in order to **ensure** efficient and orderly operations.
- b]** Consistent with the foregoing and the Employees vacation entitlement, Employees **will** have the opportunity to schedule **up** to three weeks vacation during the prime vacation time [May 1st to September 30]. Following their initial selection, Employees shall in accordance ~~with~~ their seniority within their department and crew select any additional weeks to fill the vacancies available in prime or non prime vacation periods.
- c]** Employees entitled to four or more weeks ~~of~~ vacation may take such **weeks** consecutively in non prime time.
- d]** In the event an employee transfers from one department to another at their own request after the vacation schedule has been set, such employee will not be guaranteed entitlement to the vacation period approved in their previous department in his new department. **Such** employee **will** have vacation preference subject to availability based on the new department's existing schedule for that particular vacation year
- 22.08** If a General Paid Holiday(s), as set **out** in Article 21, falls within **an** Employee's annual vacation period, such **Employee** shall be entitled to an additional day(s) of vacation with pay on what would have been the first day(s) the Employee would have worked after his annual vacation or **any** other day, providing either is mutually agreed to in advance, by the Company and the Employee.
- 22.09** **An** Employee shall receive his vacation pay with the regular pay period immediately preceding the commencement of his vacation period unless the Employee instructs the Company in writing otherwise.
- 22.10** **An** Employee who quits or is discharged for cause shall receive the applicable percentage of his regular earnings **as** defined in Section 22.02, based on service, to the date of the Employee's termination of employment.

- 22.11 a] Notwithstanding anything contained in this Article the Company may schedule vacation shutdowns for periods not to exceed four (4) calendar weeks in any one (1) calendar year.
- b] The Company shall provide a minimum of thirty (30) calendar days notice of any such vacation shutdown referred to in Sub-Section a] above.
- c] Employees **will** have the option of scheduling their unused vacation entitlement and applicable vacation pay for the vacation year in which such shutdowns, as referred to in Sub-section a] above, occur.

**ARTICLE 23
HEALTH AND WELFARE**

23.01 a] During the term of this Agreement, the Company shall make available the following benefits to eligible Employees: Employees ~~should make~~ themselves aware of the terms and conditions of Companies benefit plans.

- i] **Alberta Hospitals & Medical Care Health Care Insurance Plan**
Effective the first day of the month following completion of six (6) months continuous service.
- ii] **Extended Health Care**
All Eligible Employees and their dependents.

Co-Insurance* :100%

Deductible: \$25 per calendar year per employee
(including dependents)

Effective the first (1st) day of the month following the completion of six (6) months continuous service.

❖The amount of financial participation that the Insurance Carrier will pay to the Medical Physician or practitioner towards the **usual** (reasonable and customary) charges for medically required services. The employee shall be responsible for charges that are assessed by a Medical Physician or practitioner that are in excess of the usual (reasonable and customary) charges for the medically required services and/or for any charges for any non-medically required service.

iii] Dental Care
All eligible employees **and** their dependents.

Dental Service	Co-Insurance❖❖	Limitation/Restrictions
Basic	100%	No Maximum amount. "Annual" type check ups and "Annual" type X- Rays restricted to once every twelve (12) calendar months.
Unlimited Major❖❖ ❖	50%	\$1,000.00 Maximum
Orthodontia	50%	Restricted to Dependent Children \$1,500.00 Lifetime Maximum

Effective the first (1st) day of the month following six (6) months continuous service,

23,01a cont.

❖❖ The amount of financial participation that the Insurance Carrier **will pay** towards the standard **Alberta** Dental Association Fee **Guide** for the **dental** service(s) performed. Any costs that are either over **and** above the Alberta Dental Association Fee Guide, or in excess of a specified Co-Insurance level, shall be the responsibility **of** the Employee.

❖❖❖ This does not include dental work classed **as** cosmetic and certain services **may** be restricted or **classed as not covered** under terms of the **carrier's** basic policy.

iv] Life Insurance
A flat maximum benefit of twenty-five **thousand** dollars and no cents (\$25,000.00).

Effective the first (1st) day of the month following **six (6)** months continuous service.

v] Accidental Death and Dismemberment
In **the** event of death a flat benefit **of** twenty-five thousand dollars and no cents (\$25,000.00).

In the event of dismemberment the **twenty-five** thousand dollar and no cents (\$25,000.00) benefit shall be pro-rated in accordance with the carrier's schedule.

Effective the first (1st) **day** of the month following **six (6)** months continuous service.

- vi] **Weekly Indemnity**
- 61% of regular straight time weekly earnings, rounded to the next multiple of \$1.00 if not already such multiple, to a maximum of \$730.
 - Coverage Effective: First day of accident
First day of hospitalized sickness or fourth day
 - Maximum benefit period: 17 weeks.
 - No benefits payable if entitled to Worker's Compensation.
 - No benefits are payable during pregnancy leave and for ten (10) weeks either side.
 - Benefits non taxable.

Effective the first (1st) day of the month following **six (6)** months continuous service.

23.01 b] Without altering **or** otherwise mitigating the conditions, terms and/or provisions of the policy of the **Company's** contract carrier for the weekly Indemnity Benefit provided under Section 23.01, Sub-Section a], Item vi] above the Company agrees to recognize the full attendance of its Employees through the implementation and administration of a **Policy** and Procedure on "attendance credits".

23.02 Notwithstanding Section 23.01 of this Article, the Company shall not be required to provide for the continuance of either the benefits nor the payment of any of the respective benefit premium costs of the benefits listed in Section 23.01 after:

- i] Termination of employment **as** set out in Article 11, Section 1 1.04;
- ii] **Six (6)** months following the permanent closure of the Plant or section thereof.

23.03 It is understood and agreed that all of the above benefits shall be subject to the individual policy conditions and that further details shall be set out in **an** Employee Benefit booklet. The Company **shall** provide the Union **with a** copy of such booklet.

23.04 a] The Company may change Insurance carriers from time to time, but any such change will not result in a decrease of the benefits referred to in this Article.

b] The Union recognizes that the Company is not the Insurer and all benefits are payable by the Insurer and not the Company.

Pension

The Employer agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan.

Contributions, along with a list of employees for whom they have been made, the amount of weekly contribution **for** each employee, **and** the number of hours worked or paid, shall be forwarded by the Employer within the twenty-one (21) days after the close of the Employer's four **(4)** or five **(5)** week accounting period.

The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted **as** stipulated above.

Effective March 31 2002, **the** Employer agrees to contribute to the Canadian Commercial Workers' Industry Pension Plan, twenty-five cents (25¢) per hour for all hours paid by the Employer to members of the Bargaining Unit (hours paid shall include hours worked, Vacation, general holidays, sick days, (not including Weekly Indemnity), **jury** duty, bereavement leave, etc.) **up** to a maximum of forty (40) hours **per week..**

ARTICLE 24 LEAVES OF ABSENCE

24.01 a) Bereavement Leave

- i) In the event a death occurs in an Employee's immediate family (spouse, son, daughter, mother, father, sister, brother, mother or father-in-law, common-law **spouse**) **such** employee, on request, shall **be** granted up to **three (3)** consecutive days including the day of the funeral.
- ii) In the event a death occurs in an Employee's immediate family (spouse, son, daughter, mother, father, sister, brother, mother or father-in-law, common-law spouse) and the deceased member of the Employee's family was domiciled outside **the** Province of Alberta such Employee, on request, shall be granted up to four **(4)** consecutive days leave to attend the out of Province funeral. Such leave shall include the day of the out of Province funeral unless the day of such funeral is on a day other than a scheduled day of **work.**
- iii) In the event **a** death occurs of an employees grandparent such employee, upon request , shall be granted one (1) paid **day** at the time of the funeral. Two additional unpaid days to **run** consecutively with the paid day shall be available upon request provided such leave is requested at the onset."
- b) **An** Employee granted leave in accordance with a) above, shall receive regular straight time pay for such days that would have been normally worked.

- c]** Notwithstanding the definition of a "Common-Law Spouse" **as** set out in Appendix "B" - Glossary **of** Terms, appended to and forming part of this Agreement, a Common-Law Spouse for the sole purpose of the administration of the Paid Leave provisions **of** Section 24.01, Sub-Section a], items i] and ii] **and** Section 24.01, Sub-Section b] above shall be considered to be the immediate relative of the Employee if the Common-Law spouse is named as the Employee's beneficiary in the Company's Benefit Plans.

24.02 Jury Duty

- a]** **An** Employee who is called for Jury Duty or is subpoenaed as a witness (but not in his own defense) **shall** be paid straight time wages, less any allowance received from the Court for regular hours absent from work. The Employee will be required to provide the Company with proof of attendance prior to any payment for lost wages.
- b]** The Employee will be required to report to work **and** work his normal shift when he is not required to attend court as a result **of** the subpoena referred to in a] above.

24.03 Union Leave

The Company shall grant a leave of absence without pay to Employees that are:

- a]** Appointed **or** elected **as** a full time Officer except that not more than two **(2)** Employees at any one time will be granted such leave, provided such leave does not exceed one (1) year for each Employee.
- b]** Appointed or elected **as** Union representatives to attend to Union business, except that not more ~~than~~ **five (5)** Employees at any one time will be granted such leave and not more than one (1) from **any** one department and provided that such leave does not exceed thirty (30) days for each Employee.

24.04 The Union in requesting leave, in accordance with Section 24.03 above, shall give the Company a minimum of fifteen (15) calendar days written notice requesting the leave.

24.05 The leave granted by the Company in Section 24.03 a] above may be extended, upon mutual agreement, in **writing**, between the Company and the Union.

24.06 **An** Employee appointed or elected to a full time position with the Union shall maintain Company seniority but shall not be entitled to any other benefits contained in this Agreement.

24.07 Employees granted leave in accordance with **Section 24.03 of** this Article may return to their former assignment, subject to their seniority and provided that they can satisfactorily perform the required work. Such Employees will provide the Company with **a** minimum of thirty(30) days prior written notice of his intention to return to work,

24.08 a] Compassionate Leave

The Company may allow **an** Employee a leave of absence without pay, for compassionate or personal reasons. Such leave will require prior written approval by the Company and **an** Employee request must be submitted in writing **as** far in advance **as** possible.

- b]** Without mitigating the Company's exclusive right to make the determination as to whether or not to grant the Employee's request referred to in Section 24.08, Sub-Section **a]** above, the Company will not be unreasonable in making such determinations.

24.09 Should a leave request **be** granted to **an** Employee in accordance with Section 24.03, Sub-Section **b]** and Section 24.08 of this Article, such approval will be conditional that the Employee exhausts his **annual** vacation benefits before the approved leave day(s) start.

24.10 Paternity Leave

An employee about to become a father will be granted **an** unpaid leave of absence of two days at the time of the birth of his child. The employee will give the employer advance notice of the expected date of birth and their intention to take this paternity leave. If the employee wishes to take the second day separately from the first he must take it within ten (10) days of the date of birth,

ARTICLE 25 SAFETY

25.01 The Company and the Union recognize the benefits to be derived from safe working conditions and work practices. Accordingly, it is agreed that Employees, Union representatives **and** Company Supervisors at all levels, shall cooperate to promote safe work practices, safe and healthy working conditions and the enforcement of safety rules. Further, Employees of the Company are fully obligated to comply with all reasonable rules of conduct and safety established by the Company.

25.02 a] It shall be the duty of **an** Employee to report immediately to his immediate Supervisor any unsafe working condition(s).

When such situations arise, the Supervisor, with the Employee **and** the Union Safety Representative, if he is on shift, will investigate the matter. The Supervisor is responsible for maintaining a **safe** working environment within his area and shall arrive at **a** speedy resolution to the identified situation. In determining the extent of the identified unsafe condition and **the** necessary corrective action, the Supervisor may seek the opinion of others or call upon any or all available resources,

- b] The Company does not want **an** Employee to work in **any** situation which **is** unsafe or hazardous. Where **an** Employee is able to demonstrate, on reasonable grounds, that a condition of hazard exists at a work location, the Employee shall not be subject to discipline by reason of **refusing** to work at that place. In the event this situation arises, the Employee will first immediately notify his immediate Supervisor. **The** Employee concerned may request the assistance **of** a Union **Safety** Representative.
- 25.03 a] The Company and the Union shall work together in establishing a Joint Safety Committee consisting of four (4) Employee representatives, one (1) each representing the Kill Floor, the Cooler, the Yard and the Maintenance areas and four (4) representatives appointed by the Company.
- b] The Company and the **Union** recognize that the Joint Safety Committee can be a significant contributor to the promotion of safety and should be in place and maintained. It shall be the duty of the Joint Safety Committee to promote the desire on the part of all Employees to work safely, to keep the premises and equipment in **such** condition that they will be safe for all Employees, and to promote and advocate the observance of all **safety rules and** regulations.
- c] The Company and the Union shall each appoint one (1) of their appointees to the Joint Safety Committee to act as **a** CO-Chairperson of the Joint Safety Committee. The Co-Chairpersonship of the Joint Safety Committee will alternate every two (2) months or as otherwise mutually agreed.
- d] The Union will notify the Company, in writing, of the names of their appointees of the Joint Safety Committee and the areas that they represent.
- e] The Union and/or the Company may **also** nominate other Employees **as temporary** replacements for the permanent Joint Safety Committee members who **may** be absent from time to time.
- f] The Company shall post the names of the permanent members of the Joint Safety Committee **to the bulletin** board(s).
- 25.04 a] Once every month the Joint Safety Committee, on a date and time mutually agreed upon, shall inspect a specific work area of the operation. Immediately after each inspection the Committee shall meet to prepare **a** report of its findings and to set a date **and** location for/of the next inspection **and** shall, as soon as possible thereafter, submit its findings to the Plant Superintendent, the Joint Safety Committee, the Union and the Director of Inspections administering the Occupational Health and Safety Act for the Province of Alberta.

- b] The general duties of the Committee shall be to ~~make~~ a thorough inspection of the pre-selected section of the premises for the purpose of determining hazardous conditions, to investigate unsafe practices and to receive complaints and recommendations with respect to these matters.
 - c] The safety tour shall be comprised of the Co-Chairperson, and the Employee and Company Safety Representatives.
- 25.05** If required, once every ~~six~~ (6) months, the Joint Safety Committee will tour the entire operation.
- 25.06** Whenever a serious accident occurs, whether or not involving injury, the Employee Safety Committee Chairperson, or his designate, shall be immediately notified by the Company and permitted access to the place of the accident to participate in the investigation along with the Company's Safety Committee Chairperson or his designate. Copies of the resultant investigation report will be circulated to all members of the Joint Safety committee. This provision shall be subject to the Occupational Health and Safety Statute and Regulations of the Province of Alberta.
- 25.07** a] Time spent during an Employee's regular working hours on monthly safety inspections and subsequent on site meetings will be considered time worked and will be used for the purpose of calculating overtime entitlement.
- b] Time spent at the Company's Plant operations, outside an Employee's scheduled regular working hours, as required by the Joint Safety Committee on monthly inspections and subsequent meetings, will be paid at the Employee(s) regular straight time rate and such ~~time will~~ be used for the purpose of calculating overtime entitlement.
- 25.08** Employees are encouraged to put forth to the Joint Safety Committee, suggestions for improvements or alternatives, in order to improve the Safety effectiveness of the Company's operations.
- 25.09** The Company and the Union may, upon mutual agreement, change the terms of reference and the composition of the Joint Safety Committee to improve its effectiveness.
- 25.10** The Company will institute general safety meetings on a regular basis on Company time, Suggestions and/or Complaints tendered by Employees at these general meetings shall be discussed and recorded and then forwarded to the Joint Safety Committee for their review and action at their next regularly scheduled committee meeting.
- 25.11** a] The Company shall supply safety equipment, as listed (but neither equal nor limited to) in Section 25.12 of this Article, on a loan basis to Employees that are deemed by the Company to require such equipment in the performance of any work the Employee may be assigned.

- b] The equipment referred to in Section 25.11 Sub-section a] above shall not be removed from the Company's plant site.
- c] The Employee loaned such equipment referred to in Section 25.11 Sub-section a] above shall be required to sign for the article(s) loaned and return said article(s) in good **and** serviceable condition, fair wear and tear excepted, *to* the Company **when** either **his** assignment no longer requires the use of such article(s) or when the Employee(s) **is** laid off or terminates his employment with the Company.
- d] An Employee(s) who fails to return a loaned article(s) in accordance with Section 25.11 Sub-section c] above shall be charged with the replacement cost of the article(s) in question.
- e] Employees shall maintain **and** not deface in any way, equipment supplied by the Company.
- f] The nature of the work and the conditions under which the work is performed, **as** determined by **the** Company, will govern the issuance of any safety equipment.

25.12 Safety Equipment

Hard Hats	Hard Hat Liners
Chin Straps	Hearing Protectors
Mesh Gloves	Apron & Belly Pads
Knife Scabbards	Wrist Guards
Safety Glasses	Steel Toed Rubber Boots
Safety Locks	Switch Gear Locks
Electrician's high voltage gloves	
Aprons, Gloves and Face Shields for handling corrosive substances.	

- 25.13 a] The cost of annual medical examinations, required in compliance **with** the Government of Canada - Meat Inspection Act and/or such other health regulation(s) that the Company may be required to comply with to become a recognized (listed) supplier of meat products (e.g.: The European Economic Community or the United States Department of Agriculture), shall be paid for by the **Company**.

25.13

- b] All new and/or rehired Employees shall be required to take a pre-employment medical examination prior to starting his first shift.
- c] Medical examinations required **by** the Company, other than those **required** under Section 25.13 b] above, shall be paid for by the Company and shall be completed without loss of pay by the Employee.
- d] The Company shall specify the name(s) of the Medical Physician(s) to complete the required medical examinations, **as** specified in section 25.13, sub-sections a] & b].

25.14 The possession of and/or use of alcohol, drugs (other than those drugs that have been specifically prescribed by an accredited Medical Doctor in the Province of Alberta) or other mind and/or behavior altering substance(s) by any Employee during the work day, or prior to that work day if the Employee shows any sign of residual impairment, shall be immediate grounds for suspension and may, after investigation, result in the Employee(s) termination of employment with the Company.

25.15 An employee should report any work related illnesses or injuries, to their immediate supervisor, regardless of how minor, prior to the completion of the shift in which the problem occurs.

An employee suffering from illness or injury should avoid engaging in activities that would be of detriment to their recovery.

ARTICLE 26 WORK CLOTHING AND SPECIALTY TOOLS

26.01 a] The Company shall supply protective clothing and specialty tools, as listed (but neither equal nor limited to) in Section 26.02 of this Article, on a loan basis to Employees that are deemed by the Company to require such protective clothing and specialty tools in the performance of any work the Employee may be assigned.

b] The protective clothing and specialty tools referred to in Section 26.01, Sub-section a] above shall not be removed from the Company's Plant site.

c] The Employee loaned such protective clothing and specialty tools shall be required to sign for the article(s) loaned and return said article(s) in good and serviceable condition, fair wear and tear excepted, to the Company when either his assignment no longer requires the use of such article(s) or when the Employee(s) is laid off or terminates his employment with the Company.

26.01

d] An Employee who fails to return a loaned article(s) in accordance with Section 26.01, Sub-section c] above shall be charged with the replacement cost of the article(s) in question.

e] The Company shall provide a laundry and maintenance program., for the items of protective clothing that are launderable, that shall provide each Employee who requires such launderable protective clothing with one (1) item of each such article deemed as required by the Company to perform the work assigned. On the return of a soiled article(s) the Employee shall be issued a clean article(s) on a one (1) for one (1) exchange. Employees shall be responsible for the return and pick-up of these launderable clothing articles at designated points.

- f] Employees shall maintain and not deface in any way, protective clothing or specialty tools supplied on loan to **an** Employee by the Company,
- g] The nature of the work and the conditions under which the work is performed, as determined by the Company, will govern the issuance of any protective clothing or specialty tools to any Employee or group of Employees,

26.02 Protective Clothing

- | | |
|------------------------|----------------|
| Freezer Coats | Gloves |
| Hair Nets | Head Covers |
| Oilskin Sleeves | Oilskin aprons |
| Smocks | Coveralls |
| Cooler Coats | |

Cooler coats shall be issued to cooler employees and replaced at no cost to the employee, provided the cooler coat **is** handed in for replacement and shows sufficient wear & tear to warrant replacement, Cooler coats lost or damaged due to abuse will be replaced at the cost of the employee,

Specialty Tools

- | | |
|--------------------------|--------------------|
| Knives | Steels |
| Whetstones | Meat Trimmer Hooks |
| Overhauling Hooks | |

- 26.03 a] All safety footwear shall be C.S.A. approved.
- b] In the area(s) of the Company's operations where Employees are required to wear safety footwear, the affected Employees shall be required to purchase and provide their own safety footwear,

26.03

- c]
 - i] To offset the cost of such safety footwear purchases **by** the Employees, the Company will provide regular Employees with a cash allowance of One Hundred Dollars and No **Cents** (\$100.00) payable once per full contract year upon presentation to the Company of bona fide proof of purchase for replacement safety footwear together with the safety footwear being replaced.
 - ii] Notwithstanding the provisions of Section 26.03, Sub-Section c] i] above in this Article, and in consideration of the specific **job** conditions that exist, the **Company** agrees to provide regular Employees who **are** permanently assigned to job functions in the **Stock** Yard area with a cash allowance of One Hundred Dollars **and** No Cents (\$100.00) once per full contract year upon presentation to the Company of a bona fide proof of **purchase** for replacement C.S.A. approved safety footwear together with the safety footwear being replaced.

- d) The cash allowance referred to in Section 26.03, Sub-Section c] of **this** Article shall be repayable on a pro rata basis should the Employee quit or is terminated in his first year of service.

**ARTICLE 27
TOOL ALLOWANCE**

27.01 The Company shall pay to each maintenance employee **a** yearly tool allowance of \$360.00 provided such employees purchase tools for their tool kit.

Receipts **and** tools bought to be verified by Maintenance Foreman.

27.02 The Company shall reimburse Tradesmen **for** the loss of tools and cabinets damaged by fire or disaster, not caused by any Employee, while on Company property. Tradesmen shall provide the Company with a verified list of his tools on Company property.

27.03 a] The **Company** shall provide to **Employees** on a loan/return **basis** specialty tools that **are** not normally **a part of** a Tradesman's required tool kit.

b] The Employee loaned such tools referred to in Section 27.03, Sub-Section a] above shall be required to **sign** for the tool(s) loaned and return said tool(s) in good and serviceable condition, fair wear **and** tear excepted, to the Company.

c] **An** Employee(s) who **fails** to **return** a loaned tool(s) in accordance with Section 27.03, Sub-Section b] above shall be charged with the replacement cost of the tool(s) in question.

**ARTICLE 28
TERM OF AGREEMENT**

28.01 This Agreement shall be in full force and effect from the Thirty-first (31st) of December, 2001 to the ~~Thirty-first~~ (31) of March 2005 and thereafter from year to year.

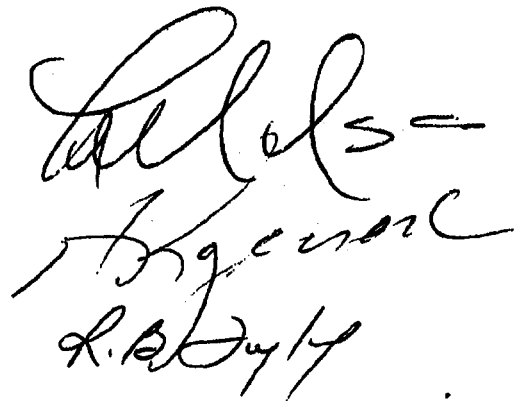
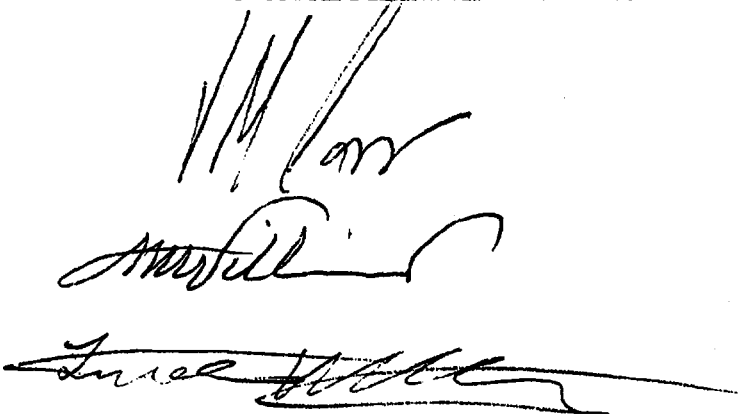
28.02 The provision of Section 28.01 of this Article shall be subject to the right of either party to give written notice not more than one hundred and twenty (120) calendar days or less than sixty (60) calendar days prior to the original or any subsequent termination date of this Agreement, requiring the other party to commence collective bargaining with the intent of concluding a renewal Agreement.

28.03 Should either party give written notice to the other party pursuant to Section 28.02 of this Article, this Agreement shall thereafter continue in full force and effect until the Union or the Company shall give written notice of other action, and such other action has commenced, in accordance with the Labour Relations Code of the Province of Alberta, or the parties conclude a renewal Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by affixing their signatures at the City of Calgary, in the Province of Alberta this 25 day of 2002 A.D.

**UNITED FOOD AND COMMERCIAL WORKERS
WORKERS INTERNATIONAL UNION,
LOCAL 373A AFFILIATED AFL - CIO**

**XL BEEF, an Operating
Division of XL Foods Ltd.**



**APPENDIX A
CLASSIFICATIONS AND HOURLY RATES OF PAY**

The wages for the following job positions **are governed** by the **pay** progression schedule and will be considered **as** Pay Classes I - V.

- | | |
|-------------------------------|--------------------------------------|
| Scribe | Pack and hang from timber |
| Stamp | Drive animals |
| Pet stamp ex table | Remover offal from floor |
| Vacumn hinds | Pull shrouds |
| Tripe - open paunch | Clean floor or rails |
| Cut knuckles | Push beef |
| Scale and pack | Wash heads |
| Flush heads | Bone heads |
| Saw down | Cut front legs |
| Top and bottom shroud | Trim (all) |
| Trim necks | Remove tail |
| Helpers - Maintenance | Shave feet |
| Mark tail & bag rectum | Hang tripe |
| Wash tripe | Roll |
| Operate foot washer | Save mountain chain |
| Operate stimulator | Pre-rimmer |

Pay Class	I	Ia	II	IIa	III
Effective Date	Start Rate	3 mos.	6 mos.	9 mos.	12 mos.
Dec 31/01	\$10.27	\$10.95	\$11.60	\$12.10	\$12.60
April 1/02	\$10.50	\$11.25	\$11.90	\$12.40	\$12.90
March 31/03	\$10.76	\$11.60	\$12.25	\$12.75	\$13.25
June 1/04	\$11.02	\$11.95	\$12.60	\$13.10	\$13.60
Pay Class	IIIa	IV	Iva	V	
Effective Date	15 mos.	18 mos.	21 mos.	24 mos	
Dec 31/01	\$12.95	\$13.20	\$13.45	\$13.70	
April 1/02	\$13.25	\$13.50	\$13.75	\$14.00	
March 31/03	\$13.60	\$13.85	\$14.10	\$14.35	
June 1/04	\$13.95	\$14.20	\$14.45	\$14.70	

PAY CLASS	GROUP TITLE	TYPICAL FUNCTION REQUIREMENT S	PAY CLASS HOURLY RATE			
			Dec. 31/01	April 1/02	March 31/03	June 1/04
V1	Production Worker 1 Junior Level	Semi Skilled Labour Chisel Heads Bonsai Hang Heads Cut Off Horns Clean Rollers	\$13.93	\$14.23	\$14.58	\$14.93

Must demonstrate & maintain proven ability in functions typical for Pay Class I thru Pay Class VI functions **and** demonstrate the capacity and ability to be proficient in functions typical functions listed in Pay Class VII to advance to available work in functions typical for Pay Class VII.

PAY CLASS	GROUP TITLE	TYPICAL FUNCTION REQUIREMENT S	PAY CLASS HOURLY RATE			
			Dec. 31/01	April 1/02	March 31/03	June 1/04
V11	Production Worker 2 Intermediate Level	Semi Skilled Labour Drop Rail, Push Beef to Scale Bung, Lug/Push Beef Cut back bone for ribbing Sort, Tag, Tag weights, ribeye covers, strap etc for shipping Drop inside skirt and stamp Ribber	\$14.18	\$14.48	\$14.83	\$15.18

Must demonstrate & maintain proven ability in functions typical for Pay Class I thru Pay Class VII functions and demonstrate the capacity and ability to be proficient in functions typical functions listed in Pay Class VIII to advance to available work in functions typical for Pay Class VIII.

PAY CLASS	GROUP TITLE	TYPICAL FUNCTION REQUIREMENTS	PAY CLASS HOURLY RATE			
			Dec. 31/01	April 1/02	March 31/03	June 1/04
V111	Production Worker 3 Senior Level	Semi Skilled Labour				
	Shackle, Prepare Heads Stick Transfer Leg (High Bench) Scale Basement Work, Trim Hanging Tender Beef Buggy Operator, Back Saw Briskets		\$14.42	\$14.72	\$15.07	\$15.42

Must demonstrate & maintain proven ability in functions typical for Pay Class I thru Pay Class V111 functions and demonstrate **the** capacity **and** ability to be proficient in functions typical functions listed in Pay Class **1X** to advance to available **work** in functions typical for Pay Class **1X**.

PAY CLASS	GROUP TITLE	TYPICAL FUNCTION REQUIREMENTS	PAY CLASS HOURLY RATE			
			Dec. 31/01	April 1/02	March 31/03	June 1/04
1X	Production Worker 4 Seasoned Level	Semi Skilled Labour				
	Foetal Blood Stockyard - 1 Fancy Meats Group Rim Knock Deep Rump		\$14.89	\$15.19	\$15.54	\$15.89

Must demonstrate & maintain proven ability **in** functions typical for Pay Class I thru **Pay** Class **1X** functions and demonstrate the capacity and ability to be proficient in functions typical functions listed in Pay Class **X** to advance to available **work** in functions typical for **Pay Class X**.

PAY CLASS	GROUP TITLE	TYPICAL FUNCTION REQUIREMENTS	PAY CLASS HOURLY RATE			
			Dec. 31/01	April 1/02	March 31/03	June 1/04
X	Production Worker 5 Advanced Level	Skilled Labour				
	Split Hide Puller Defat		\$15.37	\$15.67	\$16.02	\$16.37

Must demonstrate & maintain proven ability in functions typical for Pay Class I thru Pay Class X functions and demonstrate the capacity and ability to be proficient in functions typical functions listed in Pay Class X1 to **advance** to available work in functions typical for Pay Class X1.

PAY CLASS	GROUP TITLE	TYPICAL FUNCTION REQUIREMENTS	PAY CLASS HOURLY RATE			
			Dec. 31/01	April 1/02	March 31/03	June 1/04
X1	Production Worker 5 Superior Level	Skilled Labour				
	First Leg Rump First Leg Second Leg Second Leg Rump & Trnsfr. Eviscerate		\$15.95	\$16.25	\$16.60	\$16.95

Must demonstrate & maintain proven ability in functions typical for Pay Class I thru Pay Class X functions.

<u>Maintenance Rates</u>	Dec. 31/01	April 1/02	March 31/03	June 1/04
<u>Maintenance Trainee</u>	\$13.50	\$13.80	\$14.15	\$14.50
START				
(Greaser Oiler with no previous Maintenance experience)				
6 months	\$15.10	\$15.40	\$15.75	\$16.10
Mechanic I (Unticketed tradesman, no XL Beef experience, experiences could include welding, electrical plumbing, millwright)	\$16.50	\$16.80	\$17.15	\$17.50
Mechanic II (Unticketed tradesman with at least 6 months experience XL Beef, shows gained experience in plant understanding and knowledge. Demonstrates ability to repair and trouble shoot plant equipment.	\$18.10	\$18.40	\$18.75	\$19.10
Mechanic III Unticketed tradesman with at least 18 months experience at XL Beef. Sound understanding of plant processes in regard to trouble shooting and repairs. High degree of proficiency in one or more of the trades. Able to work with minimal supervision. Good knowledge of HACCP program and documentation. Good command of English language and writing skills.	\$20.10	\$20.40	\$20.75	\$21.10
Journeyman Must possess valid Journeyman Ticket(s)	\$23.10	\$23.40	\$23.75	\$24.10

The Lead ~~Hand~~ will be involved in the determination of the Maintenance employees **skill** level.

Maintenance workers who are at a higher rate than those shown in the Maintenance Scale will be red circled until either the rate catches **up** with them, or they progress on the scale.

Appendix A cont.

The above position functions in Appendix A are typical of the types of work to be performed in a given pay classification and are not intended to restrict the types of work individual Employees shall be required to perform, but shall be utilized to establish a classified rate of pay for all Employees.

The terms "Pay Class" and "Pay Class Hourly Rate" in Appendix A denote(s) a pay scale for the typical job function and is/are not a posted job classification(s).

Employees appointed to the function of a Lead Hand shall be paid one dollar (\$1.00) per hour above the highest rated hourly wage of employees that he is regularly supervising.

Effective October 3, 1995 Saw down for shipping classification to be eliminated.

Ribbing, ribbers to moved to pay class VII.

Employees presently in these positions to be red circled.

**APPENDIX B
GLOSSARY OF TERMS**

Arbitration Board	Shall mean a three (3) person board or where appropriate, a single arbitrator.
Union	Means the United Food and Commercial Workers International Union, Local Affiliated 373A AFL - CIO.
Bargaining Unit	Shall mean the unit of persons defined as Employees within the "certification" granted to the United Food and Commercial Workers International Union Local Affiliated 373A AFL - CIO by the Labour Relations Board of Alberta under Certificate No.: 14-90 dated January 9th, 1990, as amended.
Complaint	Shall mean a difference over the interpretation, application, administration or alleged violation of a provision(s) in the Collective Agreement, that has been submitted in writing from one (1) party to the other party clearly specifying the nature of the issue(s), the Article(s) and/or Section(s) and/or Sub-Section@)in dispute and the remedies sought.
Company	Shall mean, XL Beef, an operating division of XL Foods Ltd.
Dependent Child	<p>Child means any biological child, legally adopted child or stepchild who is not married and for whom you provide financial support for the basic necessities of life. The child must be a resident of Canada and not eligible under this contract as a Covered Person, and must be one of the following:</p> <ol style="list-style-type: none"> 1) under the age of 18 years; or 2) under the age of 25 years and a registered student in full-time attendance at an accredited college or university. For the purposes of this definition, full-time attendance will be deemed to include any period of up to 4 months between any 2 periods of full-time attendance; or 3) unable to work in self-sustaining employment due to serious and permanent disability. Such disability must have existed while the child satisfied the conditions under 1) or 2) above. You must provide satisfactory proof to the <u>current insurance carrier</u> as often as requested that the child remains unable to work for these reasons and remains dependent on you for financial support for the basic necessities of life

APPENDIX B Continued

- Employee - Eligible** Shall mean **an** Employee who is a "Regular Employee" that has completed the level of continuous service with the Company required to qualify for participation in the various Health and Welfare programs contained within the Collective Agreement.
- Employee - Regular** **Shall** mean an Employee of the Company, within the "Bargaining Unit", that is no longer a probationary Employee, as defined **by** the Collective Agreement and has achieved **a** seniority rights status,
- Fee Guide - Dental** Shall mean the schedule of fees for dental services/procedures **as** set and published from time to time by the Alberta Dental Association and which "Fee Guides" are used by the Company's Dental Plan Insurance Carrier to establish the limits of their financial responsibility for the dental service/procedure being, or to be completed.
- Leadhand** Shall mean **an** Employee who has been selected and appointed by the Company **as** the person in charge of a specific and limited **work** area, or a specific production function(s) or a work crew **and** who regularly performs production work or other **work** unrelated to supervisory duties and without having any genuine management rights such **as** the right to hire or fire or to recommend such action.
- Master File Rate or M.F.R.** Shall mean the normal rate of pay for an Employee, as set out in Appendix **A** attached to and forming **part** of the Collective Agreement, for the applicable Pay Class for the employee's regularly assigned job function(s) exclusive of any allowances, premiums or overtime. The Master File Rate (M.F.R.) of **an** employee shall be the rate on which pay related calculations will be based.
- Meeting** Shall **mean** a meeting called by the Company that requires the Employees in general to attend **a** general business or information meeting, or specific Employees in particular to participate in Committees that have been constituted in accordance with the provisions of the Collective Agreement, but shall not include meetings between the Company **and** the Union that are specifically required for the purposes of Collective Bargaining.
- Parties** Shall mean the Company and the Union.

**Regular or Straight
Time Rate of Pay**

Shall **mean** the rate of pay for the Pay Class **and** typical job functions therein **as** identified in Appendix **A** attached to and forming part of the Collective Agreement exclusive of **any** allowances, premiums or overtime.

Spouse

Spouse means one person ,who resides in Canada, who is not eligible under this contract as a Covered Person, and is:

1) the person to whom you are lawfully married through an ecclesiastical or civil ceremony; or

2) a person of the opposite sex who has been living with you for a continuous period of at least 1 year, and has been publicly represented by you as your Spouse

Supervisor

Shall mean **a** salaried Employee of the Company functioning in a position of designated authority, from the 'first' level of **supervision** and above, over a group of hourly rated Employees to accomplish **an** assigned task(s) **and/or** work operation.

LETTER OF UNDERSTANDING #1

1. **Between:** XL BEEF, AN OPERATING DIVISION OF
XL FOODS LTD.
- and:** UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION LOCAL 373A
AFFILIATED AFL - CIO

Various Subjects

- Re: ARTICLE 11**
Section 11.04, Sub-section d] - LOSS OF SENIORITY AND TERMINATION

The parties agree that during a lay-off the Company will continue to provide for the continuance of benefits to each such Employee laid off and provide for the payment of the respective benefit premium costs listed in **Article 23**, Section 23.01 for a period not exceeding ninety (90) days, providing that the payment for such benefits does not have the effect of extending the seniority of **the** affected Employee(s) past such ninety (90) day period.

2. **Re: ARTICLE 11, Section 11.04, Sub-section "G"**

The parties agree that this **provision** shall only apply to new absences commencing after the date of ratification of the Collective Agreement.

Dated at Calgary, Alberta this 2nd day of February, 1990 A.D..

3. **Re: ARTICLE 13 - Complaint Procedure**
ARTICLE 14 - Arbitration Procedure

It is understood **and** agreed between **the** parties that in the event of a member, or former member, of the Union is successful in application to the Labour Relations Board dealing with the Union's **duty** of fair representation, and the ruling of the Board **is** to the effect that the Union should file a grievance or arbitrate the matter, the grievance **and** arbitration procedure contained in the Collective Agreement shall be open and available. This Agreement shall be considered null **and void** should the Union plead no contest during its' appearance before the Labour Relations Board in response to such **an** appeal made by an employee or former employee.

4. **Re: ARTICLE 16 - HOURS OF WORK AND OVERTIME**
COMPLETION OF THE PLANT'S NORMAL DAILY PRODUCTION
CYCLE

The Union agrees to provide its assurance that it will exert its individual and collective efforts to ensure **that** the Company can complete the Plant's normal daily production cycle, particularly the Plant's daily production cycle for the last production day in a given week,

LETTERS OF UNDERSTANDING cont.

The Company, in consideration of this assurance, will extend its individual and collective **efforts** to ensure that livestock acquisition is managed efficiently to reduce any potential end of the week surges.

5. Re: ARTICLE 16
Section 16.04 - THE REQUIREMENT TO WORK OVERTIME

The parties agree that this section of the Collective Agreement shall be applied as follows:

No Employee will be required to work more than ten (10) hours of overtime in any one (1) week;

No Employee shall be required to work overtime on the Saturday immediately preceding the start of the Employee's scheduled annual vacation;

- The Company will not schedule required overtime on the Saturday of a recognized long weekend;
- Overtime that is required for production on a Friday in any given week shall be scheduled prior to the start of the regularly scheduled Friday shift so as to accommodate a regular quitting time. It is further understood and agreed that this scheduling provision shall not apply to any unscheduled overtime that may be required on a Friday;

Overtime required on a Sunday or a Statutory Holiday shall be for maintenance type work, sanitation, and/or special pre-inspection type projects etc., but shall not be for production purposes;

Employees shall be given notice for any scheduled overtime requirements by the end of the lunch period on the day preceding the requirement for such overtime;

Employees shall be given notice for any scheduled overtime requirements on a given Saturday by the end of the lunch period on the Thursday preceding the requirement for such overtime;

On the understanding that the Union will guarantee a start time of 4:00 hours (4:00 A.M.) for Cooler Department Employees and 6:00 hours (6:00 A.M.) for Kill Department Employees, overtime required for a Saturday shall be scheduled to provide a quitting time of 13:30 hours (1:30 P.M.).

No employee will be required to work **more** than three Saturdays in a row and not more than 20 Saturdays in a year

6. **ARTICLE 22**
Section 22.04 - Vacation Entitlement and Pay

Example of "V" Pay calculation:

Regular Hours	1,620
Vacation Hours	80
Statutory Holiday Hours	88
Paid Compassionate Leave	8
Attendance Credits Paid	16
Overtime Hours Worked	<u>138</u>
	1,950 hours

Rate of Pay (Master File Rate) = \$10.00 per hour
 Total Hours: 1,950 hours
 Rate of Pay: X \$10.00

Total Earnings \$19,500.00
 "V" Entitlement **X** 2 %

"V" Pay \$ 390.00 per week of vacation entitlement.

7. **Re: ARTICLE 23**
Section 23.01, Sub-Section b) - ADMINISTRATION OF "ATTENDANCE CREDITS"

The parties agree that **the** protocol that will be followed **for the establishment** and administration **of** "Attendance Credits" will be:

1. The Company will award each regular Employee an "Attendance Credit" equivalent to one **half (1/2) day** or four **(4) regular hours** that each such Employee **works** for his full scheduled shifts in each calendar month of each calendar year,
2. "Attendance Credits" will **be** accumulated in the Calendar **year** in which such credits **are** earned:

LETTERS OF UNDERSTANDING Continued

3. In the calendar year immediately following the calendar year in which the "Attendance Credits" have been earned and accumulated the Employee may use such "Attendance Credits" to reduce the required waiting period specified for a non hospitalized injury or sickness in Article 23, Section 23.01, Sub-section a], item vi] **of** the Collective Agreement:
4. "Attendance Credits" may only be applied one (1) year in arrears from the year in which they have been earned.
5. "Attendance Credits" shall only be accumulated for a given calendar year and the balance of such credits not used (**as** in item #3 above) at the end of the calendar year following the calendar year in which they were earned shall be forfeited and not carried over into subsequent calendar year(s).
6. Absences **from** scheduled work **as** a result of approved leaves of absence as provided under Article 14, Sections **24.01, 24.02** and **24.03** and vacation **days**, provided such vacation days taken are the current vacation year's entitlement, shall be considered for the purposes of determining **an** earned "Attendance Credit" in a given calendar month, as a **day** worked:
7. **All** other absences, including those absences as **a** result **of** approved Compassionate Leave(s) provided under Article 24, Section **24.08** and absences offset **by Worker's** Compensation shall be considered, for the purposes of determining **an** earned "Attendance Credit" in a calendar month, as a day not worked.

**8. ARTICLE 27, Section 27.1
Tool Allowance**

The cash allowance referred to in Section 27.1 Sub-section a] of this Article shall be repayable on a pro rata basis should the Employee quit or is terminated in his/her first year of service.

LETTERS OF UNDERSTANDING Continued

**9. Re: APPENDIX A - Classifications
Pay Rate Classifications**

For the purposes of interpretation with respect to the application of the wording that is in place for each of the pay classifications set out in Appendix A, the following continues to apply during the term of **this** Collective Agreement:

An employee assigned to and performing a specific **work** function as delineated within a specific classification shall receive the pay rate for that classification.

**SAMPLE: Pay Class XI
Production Worker 6
Functions within this pay class are defined as:
First Leg Rump
First Leg
Second Leg
Second Leg Rump & Transfer
Eviscerate**

SITUATION:**Assume:**

- there are three (3) First Leggers at a certain level of production,
- market forces dictate a **cut** back in production,
- a cut back in production determines that only two **(2)** First Leggers are required,
- the First Legger being dropped CANNOT perform any of the other functions in this pay class,
- the First Legger being dropped CAN perform functions in Pay Class IX,

the First Legger has the seniority **and** qualifications to displace **an** employee of lesser seniority in Pay Class IX.

Then:

- the displacing employee would **take** the position in Pay Class IX, he is qualified to perform and he would be paid the hourly pay rate for Pay Class IX

In a similar situation, if the work force was being increased the employees that have been assigned work that they are qualified to perform in lower pay classes can move up if they possess the necessary **qualification(s)** **and** the seniority required.

In no event **would** **an** employee move lower in pay than the Pay Class Level #5 provided that the employee **has** worked the necessary number of days to qualify for that pay class level.

It is XL's objective that the **employee(s)** possess multi skills so that the **employee(s)** can perform all of the functions **in** their current pay **class** and those classes that precede and follow the pay class the **employee(s)** is currently assigned.

Employee(s) performing any of the functions in Pay Class #1 through #5 would receive the pay rate set for the time that the employee has progressed through.

SITUATION

Assume:

- **an** employee **has** worked 181 calendar days,
- **the** employee is assigned to Bone Heads

Then:

- the employees rate of pay will not be less than Pay Class #5 **NO MATTER** what work he is assigned to do in the time progression groups #1 - #5.

10 **W.C.B. Claims**

The Employer agrees to advise the Union Office when **an** employees Workers' Compensation Claim is challenged.

The Union agrees to advise the Employer when an employees Workers' Compensation Claim is appealed.

11 **Re. DENTAL**

Given the present uncertainty in regard to the Dental fee guide, the parties agree to meet at least once a year to review the situation with a view minimizing any detrimental impact on the real percentage coverage.

50

**UNITED FOOD AND COMMERCIAL WORKERS
WORKERS INTERNATIONAL UNION,
LOCAL 373A AFFILIATED AFL - CIO**

**XL BEEF, an Operating
Division of XL Foods Ltd.**

**1. ARTICLE11
SECTION 11.04, SUB-SECTION d]
LOSS OF SENIORITY AND TERMINATION**

**2. ARTICLE11
SECTION 11.04, SUB-SECTION "G"**

**3. ARTICLE13
COMPLAINT PROCEDURE**

**ARTICLE 14
ARBITRATION PROCEDURE**

**4. ARTICLE 16
HOURS OF WORK AND OVERTIME**

**5. ARTICLE16
SECTION 16.04 - REQUIREMENT TO WORK OVERTIME**

**6. ARTICLE 22
SECTION 22.04 - VACATION ENTITLEMENT & PAY**

7. ARTICLE23
SECTION 23.01, SUB-SECTION b] - ADMINISTRATION OF "ATTENDANCE CREDITS"

8. ARTICLE27
SECTION 27.1 - TOOL ALLOWANCE

9 APPENDIX A - PAY RATE CLASSIFICATIONS

10 W.C.B. Claims

11 Re. DENTAL

Signed this 25 day of January, 2002

[Handwritten signatures: VM Carr, [unclear], [unclear], [unclear], [unclear]]