

## **AGREEMENT**

THIS COLLECTIVE LABOUR AGREEMENT is made  
and entered into BY and BETWEEN:

**LARSEN PACKERS LIMITED MONCTON**, a Company  
duly incorporated under the laws of the Province of New  
Brunswick having its Head Office therein at the City of  
Moncton in the County of Westmorland, hereinafter  
referred to as the Employer

**- AND -**

**UNITED FOOD AND COMMERCIAL WORKERS,**  
LOCAL 1288P, AFL-CIO-CLC, hereinafter referred to  
as the Union.

December 16, 2002 to December 15, 2007

## INDEX

	PAGE
Definitions .....	3
Preamble .....	4
Article 1 - Recognition and Bargaining Unit .....	4-5
Article 2 - Provisions for Part-Time Employees .....	5-20
Article 3 - Management Rights .....	20-23
Article 4 - Grievance Procedure .....	23-31
Article 5 - Union Security .....	31-34
Article 6 - Strike and Lockouts .....	34
Article 7 - Hours of Work .....	34-45
Article 8 - Rest Period .....	45-47
Article 9 - Seniority .....	47-57
Article 10 - Safety and Health .....	57-60
Article 11 - Tools, Licenses, Knife Sharpening, Clothing .....	61-62
Article 12 - Bereavement Pay .....	62-63
Article 13 - Technological Change .....	63-65
Article 14 - Union Notices .....	65
Article 15 - Government Regulations .....	65-66
Article 16 - Holidays .....	66-67
Article 17 - Vacations .....	67-72
Article 18 - Insurance and Company Pension Plan .....	72-76
Article 19 - Absenteeism .....	76-77
Article 20 - Wage Settlement .....	77-78
Article 21 - Duration of Agreement .....	79
Letters of Interpretation and/or Agreement .....	80-91
Schedule A - Application of Job Rates .....	92-97
Schedule B - Maintenance Tool List .....	98-101

**DEFINITIONS:**

It is agreed by the parties that, except where a contrary intention appears in this agreement:

(A) Bargaining Unit means the bargaining unit referred to in the New Brunswick Industrial Relations Board Certificate, dated and issued March 29, 1968, modified by Article 2.1.

(B) Employer means Larsen Packers Limited Moncton, 144 Edinburgh Drive, Moncton, N.B. E1E 2K7.

(C) Union means local 1288P, United Food and Commercial Workers International Union.

(D) "Shall" is imperative and "May" is permissive.

(E) Words importing male persons include female persons.

(F) Words in the singular include the plural and words in the plural include the singular.

(G) Every schedule attached hereto and initialled by the parties is part of this agreement.

(H) The term "Company" as used in this agreement shall mean the employer as defined in (B) above.

(I) The term service as used in this agreement shall mean seniority as defined in Articles 9.1 and 2.5 of this agreement.

(J) Whenever the term "in writing" is used in this agreement, it is agreed that failure to do so does not render the decision or action taken, by the company, null and void, or detract from the essence of any action taken by the company.

**PREAMBLE:**

Recognizing that the welfare of the company and that of the employees depends upon the welfare of the business as a whole and Recognizing further that a relationship of goodwill and mutual respect between employer and employees can contribute greatly to the maintenance and increase of that welfare, the parties to this contract join together in the following agreement:

**ARTICLE 1 - RECOGNITION AND BARGAINING UNIT:**

1.1 The company recognizes the union as the exclusive bargaining agent for the purpose of bargaining collectively for the employees of the company, as defined below, the whole, in accordance with the New Brunswick Industrial Relations Act.

1.2 The company shall not bargain collectively during the terms of this agreement with any other labour organization affecting such employees.

1.3 The Bargaining Unit is comprised of employees who are unionized employees below the rank of assistant supervisor in the employ of the company as set out below:

1.3(A) The term "Employee" as used in this agreement shall be considered to include Production Employees, Maintenance

Employees, Plant Employees engaged in shipping or receiving, plant employees of Larsen Packers Limited Moncton, engaged in the delivery of products, Plant Janitorial and Laundry Employees, all below the rank of Assistant Supervisor who are union members, except as set out below:

The exceptions are:

1.3(B) Security staff, inventory control clerks, shipping coordinators, office clerical staff, lab and scientific workers, livestock buyers, farm hands, salesmen, supervisors, assistant supervisors and those excluded by the New Brunswick Industrial Relations Act.

## **ARTICLE 2 - PROVISIONS FOR PART-TIME EMPLOYEES**

2.1 Part-time employees shall be defined as employees who are not full-time and achieve their weekly hours as a result of working in various departments throughout the plant, but are not guaranteed a weekly number of hours. These employees are eligible for membership in the union after completion of their probationary period and will be entitled to all articles of this agreement with the exception of Articles 7, 9, 13, 16, 17, 18, 20B and schedules A and B. Part-time shall be entitled to article 18.8.

2.2(A) The number of part-time employees will not be more than 25% of the total bargaining unit. This restriction will not apply during the following circumstances:

- a. To replace absent full-time employees as stipulated in Article 2.3a and 2.3b.
- b. To replace absent part-time employees.

- c. Peak season as listed below with approximate times:
  - a. Summer - from June 1 to Labour Day Weekend
  - b. Christmas - three weeks
  - c. Easter - three weeks
- d. As of the date either party, in writing, informs the other party that it desires to re-open the Collective Agreement to commence negotiations as per article 21.

The company will provide a list of employees being replaced and a list of replacements.

2.2(B) Casuals are not included in the definition of part-time employees as per above and shall have no seniority or benefits under this contract and are not within the bargaining unit.

2.2(C) Casuals will not be hired to perform work within the plant, for periods longer than five (5) working days. If a job requires more than five (5) working days to complete or is required on a frequent basis, then a part-time or full-time employee will be used to complete the job, or do the job if required frequently. Casuals will not be used in the plant to do bargaining unit work.

2.3(A) The company shall have the right to utilize part-time employees to replace full-time absent employees. This shall not be restricted by Articles 2.2(A) and/or 2.13.

2.3(B) When the company utilizes part-time employees to replace absent full-time employees and/or complete extra work required during peak business periods and/or temporary jobs, that result in part-time employees working 37 hours in the same department in any given week, such employees shall not be deemed full-time

employees. If a job is performed in a department for 26 consecutive weeks, on a 37 hour basis within five working days, other than for the purpose of filling in for absent full-time employees, it will be deemed that the job is required on a full-time basis and the job will be posted according to Article 9.7 of the contract.

2.3(C) Part-time employees' seniority shall apply in the event of job postings for full-time positions, in accordance with Article 2.10, after the seniority rights of full-time members are exhausted.

2.4 For 6 months subsequent to the date of hire, plus any times that they are not available for work prior to passing probation, new part-time employees shall be regarded as probationers and shall, for the purpose of this agreement have no seniority and may be dismissed, suspended or laid off with no recourse to the grievance procedure as set out in Article 4. Part-time employees shall, however, have recourse to the grievance procedure for all other articles of this agreement to which they are entitled as stipulated in Article 2.1.

#### **PART-TIME SENIORITY**

2.5 Seniority for part-time employees who have passed their probationary period will be their service within the bargaining unit from the date of hire unless their seniority was broken as set out in 2.8 and 2.9. Part-time seniority shall be subordinate to the seniority and application of seniority of all full time employees.

2.6 Part-time employees from the bargaining unit appointed to positions outside the bargaining unit shall continue to

accumulate seniority while in such positions for a period of four months from the date of their appointment. Should they return to the bargaining unit beyond four months, they will have zero seniority.

#### **SENIORITY LIST**

2.7 The company shall give to the local union every 30 days a seniority list showing those part-time employees who have seniority.

The company shall give to the union any information pertinent or relevant for the union to enforce the provisions of this agreement providing it is not detrimental to the company.

#### **SENIORITY BROKEN**

2.8 The seniority of a part-time employee may be considered broken, all rights forfeited and there shall be no obligation to rehire when he/she:

1. Voluntarily leaves the service of the company.
2. Is discharged for just cause.
3. Fails to notify the company within forty-eight (48) hours of his/her intention to return to work within one (1) calendar week when recalled by telegram or registered letter to his/her last known address as on file in the Personnel Department records.
4. Fails to return to work on an agreed date.
5. Fails to return to work or is not recalled on a part time or full-time basis within the allowable break.

NOTE The company shall notify the union, in writing, when any of the above occurs.

#### **TIME LIMITS ON RECALLS FOR PART-TIME EMPLOYEES**

2.9 Part-time employees who have passed their probationary period, but who have less than nine months seniority and have been laid off and not recalled within six months, shall not be considered an employee of the company and have no rights under this agreement.

Part-time employees who have greater than nine months seniority and have been laid off and not recalled within nine months, shall not be considered an employee of the company and have no rights under this agreement.

**APPLICATION OF PART-TIME SENIORITY**

2.10(A) In the event of a promotion to a full-time position through the job posting system, after the rights of the full-time members have been exhausted, lay off or a recall of part-time employees, seniority shall be given preference for jobs that do not require relatively higher training or skills and/or do not affect the efficient operation or line speed of a table or crew. For jobs that require higher training or skills and/or affect the efficient operation or line speed of a table or crew, qualifications shall be given preference. Employees shall be given not more than 30 working days to demonstrate their ability to perform the job satisfactorily.

**NOTE A** - For the purpose of Article 2.10(A), where the term seniority is used, it shall be interpreted to mean part-time plant seniority.

**NOTE B** - For the purpose of Articles 2.1 to 2.9 and from 2.11 to 2.21, seniority shall mean part-time plant seniority within a department.

For the purpose of this clause, the application of seniority shall not apply for any work stoppages beyond the control of the employer until at least forty-eight (48) hours after cessation of work.

2.10(B) When the rights of full-time employees have been exhausted as per Article 9.10, the company will post the fourth job after the initial job posting as a job to be bid on by part-time employees only. Also, in the event that no full-time employees bid on one of the full-time postings, as per Article 9.10, the company will also re-post this position to be bid on by part-time employees only.

2.10(C) Only part-time employees with seniority shall have the right to post on full-time positions. If no part-time employee with seniority has the required qualifications, the company shall have the right to select a part-time employee without seniority or a new employee.

2.10(D) **LEAVE OF ABSENCE** - Leave of absence may be granted (without pay) to an employee by the company for good and sufficient reason upon application by the employee in writing provided the granting of such leave does not seriously interfere with the requirements of a department. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the company and if the leave is granted by the company, it shall be confirmed in writing and a copy thereof given to an official of the union.

2.11 A new part-time employee from the date of hiring and a part-time employee who is permanently promoted as a result of a successful application of a full-time job posting, after

seniority of full-time have been exhausted, shall not be eligible to apply for another posted vacancy for a period of six (6) months unless mutually agreed by the employer and union.

2.12 If a part-time employee is promoted to a full-time job through the job posting system and does not successfully complete the trial period allowed in Article 2.10(A), he/she will be returned to his/her former part-time position and wage and will subject him/herself to the following:

- (A) If he/she returns to his/her former job and wage at his/her own request, he/she shall not be entitled to bid on another job for six (6) months.
- (B) If he/she is returned to his/her former job and wage because he/she could not successfully complete the job requirements as determined by the company, he/she shall be permitted to bid on another job without any time limit restrictions as per this clause. However, in the event that he/she is unsuccessful at the next job posting and is returned, he/she shall be restricted for six (6) months from bidding on another job posting.
- (C) Employees who have successfully completed their trial period, as per article 2.10a, of a job posting will have no monetary or seniority loss as a result of the company holding back such employees from starting on a job posting that he/she has been awarded. The Seniority Date means the day the job posting was taken down off the board and their new pay rate shall be from the date they were awarded the posting providing they pass their trial period.

2.13 Part-time employees will not be used where it is practical (practical as defined below) to employ full-time employees and except as otherwise agreed with the unit chairperson or chief

steward, part-time employees will not be employed for the purpose of reducing overtime unless that part-time work is required on a regular basis. Where the work performed by part-time employees within the same department and shift can be satisfactorily combined to permit the employment of a full-time employee, this will be done provided the employee can satisfactorily perform the work.

#### **DEFINITION OF PRACTICAL**

The word practical, as contained in Article 2.13 shall be interpreted and applied based on the following factors:

1. Availability of experienced employees.
2. Expected duration of the required work to be performed.
3. Length of advance notice given to the employer prior to the work requirement.
4. Administrative consideration, including hiring, training, lay offs, insurability, etc.
5. Reasonable economic and business consideration.

The numbering of the above factors shall not be construed to establish priority of one factor in relation to another.

2.14(A) Overtime for part-time employees shall be mandatory, to a maximum of four (4) hours, in addition to the regular eight (8) hours to a maximum of twelve (12) hours in any 24 hour period.

2.14(B) The company shall post on each Tuesday morning, in each department, an overtime sheet to be signed by employees who desire to work overtime during that week. When overtime is needed in a department, the company will post a sign saying "OT" or "OT Weekend." Provided the company has sufficient prior

notice of the overtime, employees will have until after their next scheduled rest or meal period to sign the sheet before the overtime sheet is removed and overtime is allocated. Each employee who signs the overtime sheet shall indicate which times he/she is available for overtime. If no full-time employee with ability has signed the over-time sheet as per article 7.6, the company will make a reasonable attempt to assign overtime by plant seniority within the department provided the employee has signed the overtime sheet for that time and has the ability to perform the required work, as determined by the company.

Notwithstanding the above, with regard to overtime that may be required after the employees have left the premises of the company, it is understood and agreed that the company will follow the conditions above, to the extent that the company can be reasonably expected to be aware that such overtime was required before the said employees had left the premises of the company.

If the company forces a part-time employee to work overtime, it shall do so by reverse seniority from the bottom up, provided they have the ability to do the work. However, if a part-time employee had been forced to work overtime for a period of 20 hours or more in any 9-day period, the company shall have the right to go to the next more senior part-time employee to force overtime provided they have the ability to do the work.

If an employee misses his/her shift before a weekend or holiday, it will become his/her responsibility to contact his/her supervisor at work by the deadline in place if they wish to work overtime on the weekend or holiday.

#### **BENEFITS FOR PART-TIME EMPLOYEES**

2.15 Wages for inexperienced employees shall be paid as follows:

		2002 Rates	2003 Rates	2004 Rates	2005 Rates	2006 Rates
<b>Base Rate</b>	14.00	14.15	14.20	14.25	14.30	14.35
<b>Annual Increase</b>		0.15	0.05	0.05	0.05	0.05
<b>a) Start</b>		9.80	9.80	9.80	9.80	9.80
<b>b) 6 months</b>		10.34	10.35	10.36	10.36	10.37
<b>c) 12 months</b>		10.89	10.90	10.91	10.93	10.94
<b>d) 18 months</b>		11.43	11.45	11.47	11.49	11.51
<b>e) 24 months</b>		11.98	12.00	12.03	12.05	12.08
<b>f) 30 months</b>		12.52	12.55	12.58	12.61	12.64
<b>g) 36 months</b>		13.06	13.10	13.14	13.18	13.21
<b>h) 42 months</b>		13.61	13.65	13.69	13.74	13.78
<b>i) 48 months</b>		14.15	14.20	14.25	14.30	14.35

A) After 48 months available for work the employee shall be paid as follows:

1. Part-time employees performing lower skilled non-knife jobs shall be paid base rate plus 17 cents.
2. Part-time employees performing lower skilled knife jobs shall be paid base rate plus 34 cents.
3. Part-time employees performing higher skilled non-knife skilled jobs shall be paid base rate plus 93 cents.
4. Part-time employees performing higher skilled knife jobs shall be paid base rate plus \$1.10 per hour.

If during the first two years of employment, an employee works continually on similar high skilled jobs for a period of at least one year, he/she may become eligible for the appropriate percentage of the base rate with 76 cents added to the base. ie.  $\$13.60 + .76 \times 85\% = \$12.21$  (the company to make the final decision)

- (B) Part-time employees shall be paid one and one half (1/2) times their regular rates for time worked in excess of eight (8) hours in any day or hours worked in excess of 40 hours in any one week.
- (C) Employees who are experienced, as determined by the company, may be paid any rate of the wage scale immediately upon hiring as considered appropriate by the company.
- (D) Part-time employees who have achieved the time requirements as specified in Article 2.15(A), shall be entitled to the following benefits on a basis equal to the full-time employees for the following coverage.

	<b>COMPANY</b>	<b>EMPLOYEE</b>
	<b>PAID</b>	<b>PAID</b>
1 - Drug Plan	60%	40%
2 - Dental Plan	60%	40%
3 - Life & AD & D to a maximum \$33,000	60%	40%
4 - Vision Care	60%	40%
5 - Pension	100%	

- (E) Part time employees who have achieved their time requirements as in 2.15(e) above and are laid off, the company shall maintain all insurance coverage and pay total cost for insurance for one (1) month following the month in which the lay off occurred.
- (F) When a part-time employee who has achieved the time requirements as in 2.15(A) above is absent from work because of accident or sickness, the company shall maintain all insurance coverage and pay the total cost for the first two (2) months from the date the employee was first absent due to accident or sickness.

(G) The company hereby agrees that part-time employees who, after nine months from date of hire providing they were available for work, have earned vacation credits equal to or greater than three (3) days, shall be entitled to the provisions of Article 18.7(D) to the extent that the said part-time employee is absent on his/hers regularly scheduled shift due to sickness or accident. This provision will be provided to a maximum of six (6) working days per calendar year, but an employee shall not be permitted to have more than three (3) days owing at any one time.

#### **HOLIDAYS FOR PART-TIME EMPLOYEES**

2.16(A) Part-time employees will be eligible after ninety (90) days worked for eight (8) hours pay at regular rates of pay for a holiday providing they work the three (3) consecutive thirty-seven (37) hour weeks immediately preceding the week in which the holiday falls, plus the remaining days of the week in which the holiday occurs. In the event the above conditions are not met, part-time employees will then be eligible, after ninety (90) days worked, for 4.8 hours as public holiday pay providing they work their day before and their day following the holiday.

All hours paid for the ten defined holidays in article 16.1 shall be considered time worked for purposes of article 2.15h.

2.16(B) For the purpose of pay for Christmas Eve and New Years Eve, employees will be paid as follows:

1. If an employee is entitled to eight (8) hours pay, as per article 2.16(A), for Boxing Day, he/she shall receive four (4) hours pay for Christmas Eve. If the employee does not meet the requirements of article 2.16(A) and receives 4.8

hours pay, he/she shall receive two (2) hours pay for Christmas Eve.

2. If an employee is entitled to eight (8) hours pay, as per article 2.16(A), for New Years Day, he/she shall receive two (2) hours pay for New Years Eve. If the employee does not meet the requirements of article 2.16(A) and receives 4.8 hours pay, he/she shall be paid one (1) hour for New Years Eve.

2.16(C) If the requirements per above to entitle a part-time employee to eight (8) hours pay for a public holiday are fulfilled and a part-time employee works on the public holiday, he/she will be paid one and one half (1 1/2) times his/her regular rate of pay for all time worked on the holiday.

#### **PART-TIME EMPLOYEE BENEFITS**

2.17(A) **Vacations** - Part-time employees with seniority shall receive 4% of gross wages for all weeks in which they work over 16 hours in any one week. This shall be paid before July 31st as of each year or upon termination from the company.

2.17(B) When a part-time employee goes full time, his/her part-time service will be credited as follows for vacation purposes only: when calculating vacation credit the Company will subtract two (2) years from the employees part-time service, then he/she will be credited one half (1\2) remaining service for vacation credit.

2.18 **Boot allowance** - Boot allowance for part-time employees shall be paid as follows:

Employees hired after December 1, 1996 will receive:

- a. \$50.00 after their probationary period up to two (2) years service.
- b. \$100.00 after achieving the time requirements in 2.15(e).

2.18(A) A part-time employee who has been available for work for a period of nine (9) months, shall be entitled to the benefits under Article 12.

2.19 Part-time employees shall not hold positions in the union with exception of stewards and safety representatives and shall be entitled to Article 9.15, for these purposes only.

2.19(A) It is expressly understood that neither parties to this agreement shall encourage, organize, support or otherwise endeavour to influence employees not to work overtime during the life of this agreement.

2.19(B) In the event that a part-time employee cannot be contacted by telephone when required for work, the company shall have the right to call another employee. This practice shall not be considered to breach any other article in this agreement.

It is the responsibility of all employees to keep the Human Resources department updated with new information. ie. phone number, address etc.

2.19(C) In the event that a part-time employee is called in to work and is not available for work for unjustifiable reasons as determined by the company, he/she shall subject him/herself to:

1st offence - loss of rights to the greater number of hours as stipulated in Article 2.20 for a one (1) month period.

2nd offence - loss of rights to the greater number of hours as stipulated in Article 2.20 for a two (2) month period.

3rd offence - dismissal.

2.20(A) The company shall assign the greater number of regular hours of work within a department and shift, to part-time employees with greater plant seniority within that department and shift, providing the part-time employee has the qualifications to perform the job efficiently. Notwithstanding this requirement, the company shall not be held in breach of this contract in the event that this practice is not followed due to circumstances beyond the control of the company or circumstances that the company could not be reasonably expected to be aware of.

Hours obtained in over-time shall be governed by 2.14(B).

2.20(B) In an effort to ensure that part-time employees with greater seniority have an opportunity to obtain preferred shifts within the same department, it is agreed that during the months of July and January of each year the company will allow part-time employees with higher seniority to change shifts within the same department with another part-time employee with lesser seniority providing both employees can perform each others work satisfactorily.

## **MATERNITY LEAVE, PARENTAL LEAVE, ADOPTION LEAVE FOR PART-TIME**

### **2.21 Maternity Leave**

The Company shall grant a female employee a maternity leave of absence. A request for a leave of absence must be in the hands of the company at least three (3) months before the expected

delivery date. Such employee shall be allowed to continue working for the period the attending physician states she is physically able to do so. The employee shall be re-employed by the Company after the birth, providing she returns to work within seventeen (17) weeks (or some other time as stipulated by legislation) unless she is entitled to and so chooses to take parental leave immediately following her maternity leave. The employee must make application, in writing, within eight (8) weeks after the birth, and give the Company a minimum of two-(2) weeks' notice in advance of the day she intends to return to work. In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate.

## **2.22 Parental Leave / Adoption Leave**

### (1) Entitlements

Every employee who has been in the employ of the Company for 12 months and

- (a) who, in the case of a female employee, becomes the natural mother of a child, in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his new-born child, or adopts a child under the law of a province; and
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to and shall be granted parental leave, consisting of a continuous period of up to thirty-five (35) weeks.

### (2) Commencement of Leave

Except as indicated below, Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Company and the employee agree otherwise.

(3) Late Application for Parental Leave

When an application for parental leave under subsection (1) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted parental leave under this section for the portion of the leave period that remains at the time the application is made.

(4) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied by him at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

**ARTICLE 3 - MANAGEMENT RIGHTS**

3.1 All rights, power and authority that the company had prior to the signing of this agreement are retained by the employer except those specifically abridged, delegated, granted or modified by this agreement or any supplementary agreements that may be made hereafter.

3.2 The parties hereto agree, subject to any expressed terms providing otherwise, that it is the exclusive right and function of the company to:

- (A) Manage its business properties and plant,
- (B) Direct and distribute the working forces, the numbers and responsibilities of its employees and the scheduling of work,
- (C) Without limiting the generality of the foregoing, hire, lay off, promote, demote and transfer,
- (D) Without limiting the generality of the foregoing, suspend, discharge or otherwise discipline for just cause,
- (E) Also without limiting the generality of any of the foregoing, to determine the methods of production and equipment to be used, the process, technique, methods and means of manufacture, production and distribution as well as allocation and use of employees.

3.3 It is expressly understood that the employer shall have the right, subject to any expressed terms providing otherwise, to utilize such personnel, including supervisors or other management representatives, in the operations of its business in whatever functions it alone determines.

3.3(A) Notwithstanding 3.3 above, the company agrees that within departments that consists of more than 5 employees on any one shift, that supervisors will not perform bargaining unit work to the extent that it creates losses of posted jobs within the bargaining unit.

3.4 **Management rights** - It is expressly understood and agreed by both parties that the number of assistant supervisors to be permanently assigned to a department will be limited to:

- (A) Every department shall be permitted to have one (1) assistant supervisor, except the six (6) departments as specified in B below:

- (B) Six (6) department shall be allowed one (1) assistant supervisor per shift. The company will notify the union in writing as of the current list and when changes are made to this list.
- (C) The company agrees that the position of all around person within a department shall be considered a promotion under Article 9.13. Notwithstanding that the provision of Article 9.13 will govern the selection of all around person within a department, it is agreed and understood that:
- (1) Management will decide if and when an all around person is required within a department.
  - (2) The managing supervisor shall make the final decision whether an all around person is suitable to the position. If the supervisor decides that a new or existing all around person is not acceptable for the position, then the decision of the supervisor shall be final and binding and not subject to the grievance procedure under Article 4 of this agreement.
  - (3) Any employee who is unsuccessful at the position of all around person within his/her department will lose his/her further rights to apply for this position for one year within that department.
  - (4) When an all around person is created or posted within a department, the subsequent position created will be posted within six months.

**3.5 MANAGEMENT REPRESENTATIVES:** The company shall furnish to the union at the date of this agreement a list of names of supervisors, assistant supervisors, supervisors and the official shipping coordinators with their primary jurisdiction; this however shall not limit the exercising of their authority and

responsibility anywhere within the plant when necessary. The union shall be notified in writing, of changes as they occur.

**3.6 CONTRACTING OUT** - The company agrees not to contract out bargaining unit work to the extent that it directly reduces the number of full-time employees within the bargaining unit within a six (6) month period.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE**

**4.1 PURPOSE** - Both the company and the union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle grievances promptly. It is agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to minimum.

**4.2 COMPANY TO RECOGNIZE STEWARDS** - The union agrees to appoint or elect and the company to recognize stewards who shall be employees (excluding employees on probation) of the company, to deal with matters affecting employees in departments or groups of departments in the company's plant. A list of these stewards shall be supplied to the company. The company shall be advised immediately by the union in writing of any change in the list.

**4.3 GRIEVANCE COMMITTEE** - The union agrees to appoint or elect a grievance committee, consisting of employees (excluding employees on probation) in the bargaining unit to deal with grievances at the third step in the grievance procedure as described in section 4.5 below. The grievance committee shall be comprised of not more than three (3) union members which may include the unit chairperson and/or the chief steward. A list

of grievance committee members shall be supplied to the company.

The company shall be advised immediately in writing of any change in this list.

**4.4 GRIEVANCE COMMITTEE MEETINGS** - Meetings of the grievance committee shall be held with management at times suitable to the operation of the business, by arrangement between management and the chief steward or unit chairperson of the local union. All time spent at these meetings shall be considered time worked for pay purposes and the company agrees to pay the members of the grievance committee and the aggrieved employee required to attend such meetings at their regular rate for time spent at such meetings. An aggrieved employee, who is dismissed, suspended or laid off shall not be paid for time spent at such meetings unless the management decision is not upheld.

4.5 Any matter of interpretation, application or administration or alleged violation of the provisions of this collective agreement that is brought to the attention of a union official shall be discussed with the employee relations officer of the company within five working days of the occurrence. The company after consultation with the union and the employee shall provide an answer within three (3) working days from the date of being notified of the problem or incident. Upon receipt of the company's response and/or the expiration of the three (3) working days whichever is less, the union may, if not satisfied with the company's response, file a grievance and the occurrence will be deemed to have occurred on the date that the company gave its response or the expiration of the three (3) days whichever is less, as specified above.

Any grievance not settled in accordance with the above shall be filed in writing within five (5) working days of the occurrence, except when employees cannot be expected to be aware of such occurrence due to the following:

- (A) Absence due to sickness
- (B) Absence due to funeral
- (C) Absence for union business
- (D) Absence of a similar nature

In such cases, the five said working days shall begin on the day the employee returns to work. Grievances not processed further within the time limits specified shall be deemed abandoned.

**NOTE:** For the purpose of this article, the term "Working Days" shall not include Saturday, Sunday or any public holiday referred to in Article 16.

Alleged grievances shall be dealt with progressively in the following manner:

**1st Step** - Between the department steward or the unit chairperson or the chief steward, as the case may be, and supervisor or the company's designated representative. If the matter is not settled at the end of the next five (5) working days, then

**2nd Step** - Between the steward and/or chief steward or unit chairperson and the company's personnel department along with divisional supervisor or supervisor. If the matter is not settled at the end of the next five (5) working days, then

**3rd Step** - Between the grievance committee and the plant management. An accredited representative of the union (not necessarily an employee) may attend this meeting. If the matter is not settled within the next ten (10) working days, either party shall have the right to submit the matter to an arbitration board under section 4.6 of this article.

4.5(A) The aggrieved employee or employees shall be present during the three (3) steps above, if they so wish or if desired by either party. When a decision is reached under any of the steps outlined above, such decision shall be final and binding and shall be retroactive to the date of the original submission.

**4.6 ARBITRATION BOARD** - If settlement is not reached by the above procedure, the grievance may be referred by the union or by the company to an arbitration board of three (3) members: One to be appointed by the union, one by the company, and a third who shall act as chairman, to be mutually agreed upon by the members representing the two parties.

4.6(A) Upon receipt of the name of the member appointed by the party submitting the grievance to arbitration, the other party shall name its nominee; if it fails to do so within two (2) weeks, the party submitting the grievance to arbitration shall request the Minister of Labour of the Province of New Brunswick to do so. If agreement cannot be reached within one (1) week as to the appointment of a third member, the party submitting the grievance to arbitration shall request the Minister of Labour for the Province of New Brunswick to appoint him/her.

4.6(B) The arbitration board shall meet within three (3) weeks of its appointment for the purpose of hearing the evidence of

both parties and shall render a decision within three (3) weeks of the date of the last hearing session. These time limits may be extended by agreement between both parties, or at the discretion of the chairman of the arbitration board.

4.6(C) The parties hereto agree that the arbitration board shall not enlarge, amend, change or otherwise alter any terms of this agreement, unless stipulated by law.

4.6(D) The cost of the chairman shall be shared equally by the parties.

4.6(E) A decision of a majority of the arbitration board shall be deemed to be a decision of the board. In reaching its decision, the board shall be governed by the provisions of this agreement. Decisions rendered by an arbitration board shall be final and binding upon all parties concerned.

4.6(F) Notwithstanding the foregoing, the parties may agree to the appointment of a single arbitrator with the same powers as an arbitration board. In such cases, the party referring the grievance to arbitration shall, instead of submitting the name of its nominee, submit the name of the arbitrator it wishes to suggest to the other party. If agreement cannot be reached on the appointment of a single arbitrator within five (5) working days, an arbitration board shall be appointed in accordance with the provisions of 4.6 above.

4.6(G) Notwithstanding 4.6 through 4.6(F), the company and union may nominate a neutral outside individual that will hereafter be referred to as the "Decision Maker". This decision maker shall hear grievances within one (1) week from the date that he/she is

notified that a hearing is required, and shall render a decision within two weeks from the date of the hearing. All decisions of the decision maker shall be final and binding on both parties. The cost of this individual shall be shared on a 50-50 basis.

The parties hereto agree that the decision maker shall not enlarge, amend, change or otherwise alter any terms of the collective labour agreement unless stipulated by law.

**4.7 WAGE GRIEVANCE** - When a grievance which affects the classification and rate of pay of an employee is settled by agreement and as a result of such settlement the employee receives an increase in his/her rate, the increase shall be paid up to a maximum of six months retroactively to the date of which the wage problem was first brought to the attention of the company in writing or other time as can be agreed upon. Three (3) working days will be allowed to answer a request for a wage increase after which time it may be handled as a grievance as set forth in section 4.5.

4.7(A) If the company requires a meeting with an employee, he/she will be accompanied by a union steward. If the employee is the steward, he may be accompanied by the chief steward or the unit chairperson or an officer of the union. The whole not to be abused by the employee.

NOTE: Continuous Improvement (CIP) meetings are excluded from this clause.

4.7(B) If an employee is to receive disciplinary measures for misconduct, the company shall ensure that a union representative is in attendance when such discipline is being issued, providing that such a representative is currently available and capable of

being relieved of his/her duties at the time that the discipline is to be dispensed. It is further agreed, that in the event that a supervisor is uncertain as to whether a union representative is working in the building or not, he/she shall page on the P.A. system for a union representative to call him/her at his/her local. In an effort to contact a steward the supervisor will page a second time, 3 minutes after the initial page. In the event that no representative returns his/her call within three (3) additional minutes the supervisor shall administer said discipline. Notwithstanding the above, it is clearly understood, that any discipline administered without the presence of a union representative shall not be considered null and void because a steward or union representative was not present.

**4.8 DISMISSAL, SUSPENSION OR LAY OFF** - If an employee with seniority is dismissed or suspended for any reason whatsoever, or is laid off and feels that he/she has been unjustly dealt with, he/she shall promptly notify a steward or an officer of the union who shall, if a grievance is to be filed, notify the Employee Relations Officer or a designated representative in writing within five (5) working days of receipt of notice of lay off, suspension or dismissal. The dismissal, suspension or lay off shall then constitute a grievance and shall be dealt with according to the grievance procedures set out above, beginning with the second step in section 4.5. If subsequently it is decided that the employee was unjustly dismissed, suspended or laid off, he/she shall be reinstated to his/her former position and shall retain all rights acquired prior to the dismissal, suspension or lay off and he shall be compensated for all time lost at his/her regular rate of pay, or granted such lesser or greater compensation as may be deemed fair in the circumstances

by agreement between the management and union or by an arbitration board.

4.8(A) The company shall notify the unit chairperson or chief steward or his/her designated representative in writing as soon as possible that an employee with seniority is dismissed, suspended or laid off along with the reason for such action taken.

**4.9 DISCUSSION BETWEEN STEWARD AND SUPERVISOR** - A union steward or in his/her absence the chief steward or the unit chairperson may discuss with the supervisor of his/her department direct matters which may affect the welfare of his/her department as a whole, even though at the time, same may not constitute a grievance. Such discussion to take place at a time to fit in with the operations of the department.

**4.10 UNION BUSINESS** - The union recognizes that stewards and officers are employees of the company and as such have jobs to perform on behalf of the company. The company recognizes that stewards and officers have duties and responsibilities towards and on behalf of the union and are required at times to leave their jobs to process and investigate grievances or discuss with management other matters affecting employees. When it becomes necessary for officers and stewards to leave their jobs to attend to the above matters, they will request permission from their immediate supervisors or his/her replacement for a reasonable period of time off to process such matters or in the case of investigation, the unit chairperson and/or chief steward shall be allowed a maximum of one and one half (1 1/2) hour per day to investigate such matters. On the second and third shift, the company agrees to allow one designated union steward one half (1/2) hour per shift for such purpose. Arrangement will be

made by their supervisor (or his/her replacement) to leave their jobs with no loss in pay. Such time will be granted as soon as reasonable, but not later than one hour following the request or as soon as a replacement can be found.

4.10(A) The unit chairperson will be paid twenty hours per week to work on union business for the unit and 20 hours per week for process improvement. If there is no involvement in process improvement the company agrees to pay only 20 hours for union business.

4.11 The union agrees that there will not normally be duplication of duties or responsibilities of its stewards or officers; however, it is recognized that there may be times when, because of the circumstances, the union or the company may deem it necessary to have more than one representative attend to the matter.

4.12 All disciplinary action to become null and void after eighteen (18) months.

4.13 The company's and the union's actions, discussions, compromises and agreements shall be without precedent or prejudice in any legal proceedings for the life of this agreement.

4.14 The Company and the Union agree to establish a Labour Relations Committee composed of up to four (4) representatives of the Union (the Unit Chairperson of the Local and the Chief Steward) and up to four (4) representatives of the Company. The Labour Relations Committee shall meet at least once monthly, at a time and place to be decided by the Committee, to discuss all

matters of general interest to both the Union and the Company. The Labour Relations Committee, is not intended to, nor shall it replace the Grievance Procedure.

#### **ARTICLE 5 - UNION SECURITY**

##### **CHECK OFF**

5.1 Upon receipt of written authorization signed by the employee, the company will deduct from the pay of each such employee the following:

5.1(A) Payment of union dues - Upon receipt of written authorization, the company agrees to deduct from each such employees' pay, on each pay day and in the case of new employees, deductions will be made after the 30th day after date of hire, the regular union dues. Such changes should not be for periods of less than one month.

In addition to the regular dues, up to four times the regular dues shall be deducted in any one check off where the employee was absent or had insufficient pay in the corresponding number of check off's immediately preceding.

5.1(B) Initiation Fees - Upon receipt of written authorization and after an employee has completed his/her probation period, the company agrees to deduct from the wages of such employees who join the union after the ratification of this agreement the initiation fees due from him/her to the local union on the first pay day following receipt of a signed authorization form and shall remit the initiation fees and union dues to the financial secretary of the local union on or before the fifteenth (15th) day of the next calendar month.

The company agrees that at the date of employment, new employees shall be requested to sign a form permitting the company to deduct initiation fees from his/her first pay subsequent to completion of his/her probationary period.

5.1(C) Amount of Initiation Fees and Dues - The union shall advise the company in writing of the amount of the initiation fees and dues authorized by the employees, in keeping with the constitution and by-laws of the union.

5.2 **Membership** - The company agrees that it shall be a condition of employment that an employee, who at the date of the signing of this agreement, was a member of the union in good standing shall maintain such membership.

5.2(A) Employees, as defined in Article 1, hired prior to, subsequent to and hired on the date of the signing of this agreement shall, as a condition of employment, become members of the union upon completion of their probationary period and shall thereafter, maintain membership in the union in good standing.

5.2(B) For the purpose of this agreement, employees who are or who become members shall be deemed to maintain their membership in the union in good standing, provided they pay in accordance with the provisions of this agreement, the prescribed initiation fee, reinstatement fee and regular union dues.

5.2(C) Notwithstanding anything contained in this article, the company shall not be required to discharge any employee to whom membership in the union has been denied or terminated on some ground other than the refusal of such employee to tender the initiation fee, reinstatement fee and dues uniformly required in

order to acquire or maintain membership in the union, unless the company agrees that the grounds upon which the union refused or terminated such employees membership are valid, or in the alternative unless the matter is referred to arbitration in the manner herein prescribed in this agreement and a board of arbitration decides that the grounds upon which the union refused or terminated the membership of such employees were sufficient to justify his/her discharge by the company.

5.3(A) There shall be no discrimination, coercion, interference or restraint by the company or by the union, its membership, or by representatives of either party against any employee because of membership or non-membership in the union.

5.3(B) It shall continue to be the policy of the company and of the union that there shall be no discrimination, harassment, coercion, interference or restraint by the company or by the union, its membership, or by representatives of either party against any employee covered by Human Rights Legislation.

5.4 The company agrees to allow the President of the U.F.C.W. Local 1288P to enter the plant during regular office hours with two hours notice. The representative will be accompanied by a management representative when downstairs in the plant. This provision shall be null and void during the time that the contract is re-opened for negotiations.

#### **ARTICLE 6 - STRIKES AND LOCKOUTS**

6.1 The parties hereto agree that, during the term of this agreement, there shall be no strikes, slow-downs, stoppages of work or lockouts.

6.2 The company agrees to provide the union with as much advance notice as reasonably possible that the company intends to handle products of a plant involved in a labour dispute. This provision does not apply to plant facilities of which Larsen Packers Limited Moncton is directly involved in the management thereof.

#### **ARTICLE 7 - HOURS OF WORK**

7.1 The basic work week for the duration of this agreement shall be forty (40) hours and shall be comprised of five (5) eight (8) hour shifts normally from Monday to Friday. The scheduling of shifts, starting and quitting times and the times of lunch periods and work breaks shall be determined by the employer. However, from the date of signing this contract, when a permanent new work schedule is initiated affecting more than two (2) employees in a department, it will be discussed with the union but the final decision shall be determined by the company.

7.2 The schedule of hours for all permanent full-time employees will be defined in the Schedule of Working Hours, as posted in the operation. The union shall be notified in writing before any permanent changes to this schedule and will be provided copies of posted schedule.

7.3(A) All employees are subject to schedule change but six (6) calendar days' notice will be given when schedules are permanently changed. If proper notice is given for a permanent shift change, overtime will not be paid for any hours worked in excess of eight (8) hours within a 24 hour period that occurs as a result of the shift change. If proper notice is not given,

overtime will be paid for such hours in excess of eight (8) hours worked in the same day caused by the shift change. The Union shall be notified of shift changes in writing.

7.3(B) For the purpose of this article, a permanent shift change is defined as a shift change of two (2) months duration or longer and a temporary shift change is defined as a shift change of less than two (2) months.

7.3(C) 1. In the event of a temporary shift change that affects an employee's work schedule by more than two (2) hours and which is for a duration of longer than three (3) consecutive work days, the company agrees to pay the so affected employees an additional two (2) brackets for a period of six (6) weeks or the duration of the said change whichever is lesser.

2. In the event that a temporary shift change becomes a permanent shift change or if the company makes a permanent shift change, the company agrees to give the six (6) days' notice as in 7.3(A) above and the company further agrees to pay the so affected employees an additional two (2) brackets for a period of six (6) weeks. If the company returns the employee or employees back to their regular shift within six (6) months, the return thereof will not be deemed to constitute a shift change under this provision.

7.4 All time worked in excess of eight (8) hours per day or hours worked in addition to the effective schedule will be paid at a rate of 1 1/2 times their regular rate of pay unless an early shift start or shift change, as set out in 7.3 above. Shift premiums will be included in overtime calculations.

**7.5 NO ACCUMULATION OF OVERTIME PREMIUMS:**

There shall be no accumulating of overtime premiums for the same hours worked but the highest single premiums shall apply.

7.6 The company shall post on each Tuesday morning, in each department, an overtime sheet to be signed by employees who desire to work overtime during that week. When overtime is needed in a department, the company will post a sign saying "OT" or "OT Weekend." Provided the company has sufficient prior notice of the overtime, employees will have until after their next scheduled rest or meal period to sign the sheet before the overtime sheet is removed and overtime is allocated. Each employee who signs the overtime sheet shall indicate which times he/she is available for overtime. The company shall endeavour to assign such overtime to the employee by job posting, providing that this employee has signed the overtime sheet and has indicated his/her desire to work at said time. If the employee who owns the job has not signed the overtime sheet, then the company will make a reasonable attempt to assign overtime by plant seniority within the department provided the employee has signed the overtime sheet for that time and has the ability to perform the required work, as determined by the company. Each employee may elect not to work overtime as indicated on the overtime sheet but such employees must, notify his/her supervisor as to this effect at least 1 1/2 hours prior to the completion of his/her shift.

**NOTE:** If an employee voluntarily leaves his/her posted job for another job within the department he shall wave his/her rights to overtime on his/her posted job for that day. However, his/her plant seniority within his/her department shall apply

for overtime. These conditions shall not be affected by job rotation.

Notwithstanding the above, with regard to overtime that may be required after the employees have left the premises of the company, it is understood and agreed that the company will follow the conditions above, to the extent that the company can be reasonably expected to be aware that such overtime was required before the said employees had left the premises of the company.

If an employee misses his/her shift before a weekend or holiday, it will become his/her responsibility to contact his/her supervisor at work by the deadline in place if they wish to work overtime on the weekend or holiday.

7.6(A) When overtime is required in one department, and the Supervisor cannot secure a sufficient number of employee to work overtime in his department, the Supervisor of the department requiring overtime may choose another department for purposes of overtime, and will endeavour to assign overtime to full-time employees with the most seniority as stipulated on that department's overtime sheet, provided the employee with seniority has the ability and skills to perform the required work, and has signed the overtime sheets.

The Supervisor requiring the overtime shall determine whether an employee has the required skills and ability to perform the job satisfactorily.

This clause will be subject to the conditions of Article 7.6(B) below.

In the event that two shifts exist, which have the same jobs, any night shift employee wishing to work overtime on Saturday and/or Sunday of each work week must have the overtime sheet signed by Thursday of that week.

Each employee may elect not to work overtime on Saturday and/or Sunday after signing the overtime sheet but they must notify the day shift supervisor in the Department in which the overtime is being worked by 11:00 a.m. on Friday of that week.

If the employee who regularly performs by job posting has not signed the overtime sheet, then the Company will make a reasonable attempt to assign overtime by seniority within the Department provided the employee has signed the overtime sheet and has the ability and skills to perform the required work, as determined by the Company.

If the Company is unable to secure a shift by the above then the Company will assign such overtime to part-time employees providing they have the ability and skills as determined by the Company.

It is hereby agreed by both parties to this contract that nothing contained in this article shall be construed to contravene Article 2.13 which allows the company to use part-time employees who are regularly scheduled.

7.6(B) The company agrees to set up a job training program for full time employees who wish to learn different jobs in or out of their own department.

The pay for such training will be at 85% of the trainee's current bracket and will always be at straight time for work performed during the training period.

Training will continue until the employee can perform the job satisfactorily. After completion of such training, the employee must be able to perform that particular job comparable to an employee doing the job on a full time basis. If at any time there is a question of the trainee's ability to perform the job satisfactorily, further training or cessation of training shall be decided by the Labour Management Committee.

An employee who has been refused training can bring the issue to the union management committee.

If a supervisor goes outside his/her department for employees to work overtime, the most senior employees who have signed the overtime sheet with the ability and skills within the department chosen shall be given such overtime. Notwithstanding the above, the supervisor may use up to 20% of the required number of employees as trainees and the most senior employees within the department chosen will be given first opportunity for training if they have made a request for such training. No employee will be used as a trainee unless that employee has signed the request list for training.

All training whether performed during overtime or during regular shift hours will be performed at the discretion of the supervisor, and the supervisor shall maintain the right to refuse to train employees during extreme rush periods or when other similar circumstances prevail.

7.7(A) Any overtime required by employees shall be voluntary. Voluntary overtime shall not apply for any employee in cases of machinery breakdown, power failure or any circumstances beyond the control of the employer. Overtime shall be mandatory for equivalent periods of time up to a maximum of four (4) hours in any one day for any of the circumstances mentioned above, to maintain necessary production for that day in that department. Overtime shall be compulsory to a maximum of fifteen (15) minutes in order to save the product which is already started.

7.7(B) It is expressly understood that neither parties to this agreement shall encourage, organize, support or otherwise endeavour to influence employees not to work overtime during the life of this agreement.

7.7(C) On signing of this agreement, the Company agrees to implement a system to enable employees to bank overtime pay. The conditions for banking overtime are as listed below:

The Company will provide on the payroll stub both dollar value and number of hours banked weekly.

The employee will have one (1) month to check and verify his balance or amount of hours banked and dollar value. The Company will not be required to go back further than one (1) month to verify accumulated dollars and hours as per the payroll stub.

The employee must decide if he/she wants to bank overtime before the start of the overtime shift and inform their Supervisor of their intent. An employee must bank all or none of their overtime for the upcoming overtime shift. If the Supervisor is

not informed by the employee the company will pay overtime as normal.

In the event that the overtime is paid in error instead of being banked, no adjustments will be made.

The maximum hours that can be banked will be the equivalent of forty (40) regular hours (26 2/3 hours overtime) at any one time. Once used, hours can start to be banked again.

Twenty (20) hours accumulative is the minimum number of hours required to allow an employee to request time off or the expiry of six (6) months from the banking of the overtime. Any outstanding balance will be paid at this time as well (if an employee has twenty five (25) hours in the bank, twenty five (25) will be paid out). In other words the bank must be cleared out each time the employee sells his time or takes his time with payment.

Time off has to be pre-arranged and agreed upon by the company.

This is available to all full-time employees and part-time employees with two (2) years service.

Any amount outstanding at the end of the calendar year will be paid to the employee within thirty (30) days.

7.8 Compensation of one (1) hour at the regular rate will be paid any employees who after receiving request for overtime and having agreed to work is sent home without working overtime. This compensation will be void if reason for not working was beyond the control of employer.

7.8(B) When maintenance employees are called into work after hours, they will be paid the greater of a flat rate of three hours at straight time pay or one and one half (1 1/2) time worked.

7.9 An employee who reports to work on Friday of any work week, shall not be sent home without completing his/her shift, unless such employees mutually agree to work less than a complete shift or have been notified on Thursday of the same week that such employees would be sent home without completing the said shift.

This shall only apply to day shift employees and shall be void in the event of a work stoppage beyond the control of the employer.

7.10 An employee who has been requested to work on Saturday or Sunday and agrees to do so and having not been notified of any work request cancellation, arrives to work on said day and is sent home without working five (5) hours, will receive the greater of one and one half (1 1/2) times his/her regular rate of pay for time worked or five (5) hours pay at his/her regular rate of pay unless mutually agreed to work for a lesser period time.

7.10(A) During peak periods a packaging department employee who has been requested to work on Saturday or Sunday and agrees to do so and having not been notified of any work request cancellation as in 7.11(A), arrives to work on said day and is sent home without working the number of hours requested will receive one and one half (1 1/2) times his/her regular rate of pay for the amount of overtime requested for the said day unless the cancellation was beyond the control of the employer.

**Note** - (This does not apply to employees who are scheduled to work on Saturday or Sunday as part of their regularly scheduled shift.)

7.11 An employee who agrees to work on the days mentioned in 7.10 above, will be expected to remain on the job the number of hours equal to the above mentioned guarantee of five (5) hours unless mutually agreed between management and the employee that he/she may work for a lesser period of time. In this case, he/she shall receive pay at one and one half (1 1/2) times his/her regular rate of pay, for actual hours worked. The guarantee as per above, shall be void if both parties mutually agree to a lesser work period than five (5) hours.

7.11(A) If during peak periods, a packaging department employee agrees to work on the days mentioned in 7.10(A), above, he/she will be expected to remain on the job the number of hours requested to a maximum of eight, unless mutually agreed between management and the employee that he/she may work for a lesser period of time. In this case, he/she shall receive pay at one and one half (1 1/2) times his/her regular rate of pay, for actual hours worked. In the event the company cannot find any work within the packaging department and the employee is sent home without working the number of hours agreed, he/she shall be paid 1 1/2 times his/hers regular rate for the balance of hours sent home. The guarantee as per above, shall be void if both parties mutually agree to a lesser period than the requested number hours or due to circumstances beyond the control of the Company.

7.12 **WEEKLY GUARANTEE** - The company agrees to guarantee every full-time employee in every week of employment thirty-seven (37) hours pay at regular rates subject to the following provisions.

Overtime and off-shift premium shall not be considered when calculating what guarantee, if any, is to be paid. The guarantee will be void in the event of work stoppage beyond the control of the employer.

7.12(A) In the event there is a shortage of work and a lay off is required, the employees affected may waive their guarantee and work the available number of hours in their department retaining and accruing full-time status, full-time seniority and benefits.

This waiver and its time limits must also be mutually agreed to by the company and unit chairperson and/or chief steward.

These employees will also be given the option of working part-time under the provision of Article 9.12(A) or may take the lay off at which time their allowable break as specified in Article 9.14 will commence.

Any and all employees who do not avail themselves of the provision of this article and are laid off shall be governed by Article 9 and all other pertinent articles of the collective agreement.

7.13 The company shall adjust the work of crews in proportion to the work available or expected. To provide employees with the guaranteed hours of work, the company shall be free to distribute work within departments and to transfer employees from one department to another, reasonable consideration being

given to seniority, to ability and to extreme changes in temperature.

7.14 The weekly guarantee shall be reduced by the number of hours for which an employee is not eligible or available for work. This will include tardiness or absence from work on any day or part of a day, quitting or hiring during the week, being engaged in a stoppage of work, suspension or dismissal, laid off or being laid off. Notwithstanding the above, this reduction in the number of guaranteed hours, shall not be construed to restrict management rights, as set out in Article 3 of This contract.

7.15 The guarantee shall be the same in weeks in which a paid public holiday occurs as in others. Pay received for public holidays shall be regarded as part of the guarantee unless such pay is for hours worked which fall outside an employee's scheduled hours of work.

In consideration of the foregoing, the union agrees and the company expects that employees will perform whatever work may be assigned to them conscientiously.

7.16 **NOTICE OF LAY OFF** - Full-time employees who have completed their probation period shall be given notice of lay off, on the basis of one half (1/2) working day's notice for every completed six (6) months service to a maximum notice of five (5) working days for employees who have completed five (5) years service. A minimum notice of five (5) working days shall be given to all full-time employees with seniority.

7.17 **INJURY - DAILY GUARANTEE** - An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours on the scheduled shift in which the accident occurs, if medically capable, he/she returns to work for the balance of the shift or in the event that he/she is not medically capable to return to complete the balance of the shift, that he/she returns on the next scheduled shift immediately following the shift on which the accident occurred.

#### **ARTICLE 8 - REST PERIODS**

8.1 The company agrees to grant rest periods of fifteen (15) minutes each during the first half and second half of each shift. The first break shall be provided if an employee works in excess of two and one half (2 1/2) hours during the first half of the shift and the second break shall be provided if the employee works six and one half (6 1/2) hours during the said shift. The union agrees that rest periods must not be abused and will be limited from the time an employee leaves his/her job until he/she returns to it.

8.1(A) The employer recognizes that the two fifteen minute breaks during each shift shall be considered time worked. If an employee has time worked of six and one-half hours (including the fifteen minute rest period) and is finished work for the shift, but has not yet had a second rest period, the employee shall be credited with the second rest period as time worked for that shift.

8.2 Three (3) minutes will be granted each employee as a wash up period, immediately preceding the first meal period and

immediately preceding a second meal period (if any) and before scanning out for the day.

8.2(A) Four (4) minutes will be granted each employee who is working in Block Ready, Cutting Room, Kill Floor, Offal Pack Off and Ham Boning as a wash up period, immediately preceding the first meal period and immediately preceding a second meal period (if any) and before scanning out for the day.

8.3 Employees will attempt to use washroom facilities during rest breaks and lunch breaks. Time paid for washroom use shall be considered time worked.

Notwithstanding the above, it is hereby agreed that employees will be provided ten minutes per shift for the purpose of using the washroom facilities. It is further agreed that an additional five (5) minutes will be provided for this purpose during overtime, provided the overtime is for a duration of at least two and one half (2 1/2) hours. Upon completion of six (6) hours overtime the employee will be provided with another five (5) minutes for the purpose of using washroom facilities.

8.4 **MEAL ALLOWANCE** - Employees shall not be required to work more than five (5) hours or one (1) hour after scheduled quitting time without a meal period. If employees are required to work in excess of the above limits after the first meal period, the company will provide the second meal and allow thirty (30) minutes at overtime rates for such meal period. Notwithstanding the above, if the overtime required within a department is for a period equal to or less than one and one half (1 1/2) hours, the employee may elect to be paid for the meal allowance and thirty (30) minutes at overtime rates for the

meal period in lieu of stopping for the second meal period, providing that the company also agrees.

It is agreed that the meal allowance shall be \$9.00 per meal the first (1st) and second (2nd) year of the contract and \$9.50 in the third (3rd) and fourth (4th) years.

If work continues for four (4) hours beyond the first meal allowance, another meal will be provided and thirty (30) minutes at overtime rates will be allowed for such meal period.

It is agreed that any meal allowance paid on a grievance shall be \$7.50 during the life of the contract.

8.5 An employee's regularly scheduled break or meal period will not be changed by more than one hour due to breakdown.

#### **ARTICLE 9 - SENIORITY**

9.1 **DEFINITION OF FULL-TIME SENIORITY** - Seniority is defined as the length of a full-time employee's accumulated service in the bargaining unit calculated as the lapsed time from the date he/she was first employed unless his/her seniority was broken as stipulated in Articles 9.6 and 9.9, in which event such calculation shall be from the date he/she was returned to work following the last break in his/her seniority.

9.2 Employees from the bargaining unit appointed to positions outside the bargaining unit shall continue to accumulate seniority while in such positions for a period of four months from the date of their appointment. Should they return to the bargaining unit beyond four months, they will have zero

seniority.

9.3(A) **PROBATIONERS** - For two (2) months worked after being hired, new full-time employees shall be regarded as probationers and shall, for the purpose of this agreement, have no seniority and may be dismissed, suspended or laid off with no recourse to the grievance procedure as set out in Article 4. They shall however have recourse to the grievance procedure for all other articles of this agreement.

9.3(B) For the purpose of determining the probationary period, any time missed from work for any reason will be added to the stipulated two (2) months of work requirement. Upon completion of such additional service, employees shall receive credit for seniority from the date of their employment except that seniority will not be credited for periods of lay off.

9.3(C) Probationary employees, if laid off and later recalled, shall be given seniority credit for past service, if they complete their probationary period within one hundred and twenty (120) days as stipulated in (A) above.

9.4 **SENIORITY LIST** - The company shall give to the union a seniority list of all employees immediately following the ratification of this agreement. The union shall be notified of all changes occurring to said seniority list. The company shall give to the local union every thirty (30) days a seniority list showing those persons who have seniority.

9.4(A) The company shall give to the union any information pertinent or relevant for the union to enforce the provisions of this agreement providing it is not detrimental to the company.

9.5 **EXTENSION OF TIME LIMITS ON RECALLS** - The time limit on recalls shall be extended by adding periods of absence resulting from sickness or personal injury certified by a physician, up to one year. The employee must inform the company of the date of his/her return to work as ordered by the doctor immediately following his/her last visit to the doctor.

9.6 **SENIORITY ON LAY OFF** - An employee with seniority who returns to work within the time limit shall retain the seniority he/she had as well as the first two months (2) of the lay off but shall not accumulate additional seniority during the remainder of the period of this lay off. Seniority shall be considered broken in the event that an employee is not recalled on a full-time basis within the allowable break.

9.7 **VACANCIES** - All vacancies for jobs up to and including the fourth (4th) job posting as stipulated in Article 9.10 shall be posted on a bulletin board for a period of five (5) working days and preference given to written applications made by employees, as provided for in Article 9.13 of this agreement. The details of the chosen applicant will be posted.

9.7(A) Prior to employees taking their scheduled vacation, such employees may notify the employee relations officer or the human resources department that they are desirous of posting on a specific job or jobs which may be posted during their vacation period. In the event that such jobs are to be posted during this time period, the company will endeavour to notify the union on or before the day that such jobs are to be posted.

9.8 Nothing in this agreement shall prevent the employer from assigning an employee to a job not longer than eight (8) hours, hiring employees for casual work to do non-bargaining unit work or from making a temporary appointment to a job which has been posted. However, no final appointment to a regularly scheduled job shall be made until the job posting period has elapsed.

9.9 **SENIORITY BROKEN** - The seniority of an employee may be considered broken, all rights forfeited and there shall be no obligation to rehire when he/she:

- (A) Voluntarily leaves the services of the company.
- (B) Is discharged for just cause.
- (C) Fails to notify the company within forty-eight (48) hours of his/her intention to return to work within one (1) calendar week when recalled by telegram or registered letter to his/her last known address as on file in the personnel department records.
- (D) Fails to return to work on an agreed date.

The company will notify the union in writing when any of the above occurs.

9.10 The job vacated by a successful applicant shall also be posted but no more than three (3) job postings shall be made as a result of an initial job vacancy. Any further vacancies beyond the first and second and third will be filled by job postings as set out in Article 2.10(B) and 2.10(C).

Notwithstanding the above, the company will ensure that an employee who is presently performing a highly skilled job (job with a bracket value of seventeen (17) or higher) and who bids on another job will not be held back from that job for a period longer than forty (40) working days.

The company will also ensure that employees who are performing a lower skilled job (job with a bracket value of sixteen (16) or lower) and who bid on another job will not be held back from that job for a period longer than twenty (20) working days.

In the event that an employee is required to stay at his/her present job posting beyond the time limits agreed upon in the Article 9.10 then the company will increase the wage rate of the employees so affected by \$0.50 per hour (plus bracket if greater) for each hour worked thereafter, up to a maximum of 20 working days. It shall be understood that this will only be used for the purposes of adequate job training.

9.11 If an employee is awarded a job through the job posting system and does not successfully complete the trial period allowed in Article 9.13, he/she will be returned to his/her former position, wage and bracket value. In the event that the above occurs, the employee will subject him/herself to the following:

- (A) If he/she returns to his/her former job, wage and bracket value at his/her own request, he/she shall not be entitled to bid on another job for six (6) months.
- (B) If he/she is returned to his/her former job, wage and bracket value because he/she could not successfully complete the job requirements as determined by the company, he/she shall be permitted to bid on another job without any time limit restrictions as per this clause. However, in the event that he/she is unsuccessful at the next job posting and is returned, he/she shall be restricted for six (6) months from bidding on another job posting.

9.12 **LAY OFF AND RECALLS** - Immediately preceding the issuance of lay off or recall notices, the company will give the chief steward or the unit chairperson of the union a list of names in writing, of employees to be laid off or recalled.

9.12(A) In the event that a full-time employee with seniority is to be laid off, he/she may, if agreed to by the company and the union, be used as a part-time employee, with all rights and benefits of a part-time employee as specified under this agreement.

Full-time employees who have been laid off but continue to work on a part-time basis shall be paid the base rate plus bracket two (2) for non-knife related jobs and bracket four (4) for jobs that require knife experience.

It is agreed that a full-time employee on lay off who works on a part-time basis shall retain the full-time seniority he/she possessed at the time of the lay off and Article 9.6 shall apply. Articles 9.9 and 9.14 shall not apply as long as the employee continues to work part-time.

In addition to the above, a full-time employee on lay off who works on a part-time basis shall have his/her full-time seniority increased by one half (1/2) the number of hours worked as a part-time employee subsequent to the date of his/her last lay off from full-time status.

All full-time employees who wish to take the lay off and not work part-time shall be subject to the provisions of Articles 9.9 and 9.14 of this agreement.

9.13 **APPLICATION OF SENIORITY** - In the event of a promotion, a transfer, a reduction of staff, lay off or a recalling of employees, the principle of seniority shall be given preference for jobs that do not require relatively higher training or skills and/or do not affect the efficient operation or line speed of a table or crew. For jobs that require relatively higher training or skills and/or affect the efficient operation or line speed of a table or crew, qualifications shall be given preference. Employees shall be given not more than thirty (30) working days to demonstrate their ability to perform the job satisfactorily.

For the purpose of this clause, the application of seniority shall not apply for any work stoppages beyond the control of the employer until at least forty-eight (48) hours after cessation of work.

9.14 **TIME LIMITS ON RECALLS** - The company agrees that employees who have been laid off shall be recalled in the reverse order in which they have been laid off in accordance with the following:

**LENGTH OF SERVICE**

**ALLOWABLE BREAK**

Over two (2) months

Time equivalent to length of service  
up to twenty four(24) months.

9.15 **LEAVE OF ABSENCE FOR UNION BUSINESS** - Employees, not more than six (6), to be chosen by the union to attend union business outside the plant, shall be granted leave of absence (without pay) not exceeding thirty (30) days providing that the absence of each such employee shall not unreasonably affect the operations of the company's business. The union shall give the company written notice of not less than one (1) week before

exercising this prerogative. Any request for an extension of a leave of absence must be made prior to the expiration of the leave already granted. No more than two (2) employees from the same department shall be granted such leave of absence.

**9.16 LEAVE OF ABSENCE** - Leave of absence may be granted (without pay) to an employee by the company for good and sufficient reason upon application by the employee in writing provided the granting of such leave does not seriously interfere with the requirements of a department. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the company and if the leave is granted by the company, it shall be confirmed in writing and a copy thereof given to an official of the union.

**9.17 ABSENCE DUE TO ACCIDENT OR SICKNESS** - If any employee is absent from work because of accident or sickness for a period corresponding to the allowable break provided for in section 9.14 of this agreement but not exceeding twenty four (24) months, he/she shall be returned to the position held prior to such absence if medically capable or to some other position at equal pay providing he/she can do the work or can qualify in a reasonable time. After the expiry of the allowable break provided for in section 9.14 of this agreement, the employee shall cease to accumulate seniority but shall, nevertheless be reinstated to a position at equal pay subject to seniority and providing he/she can do the work or can qualify in a reasonable time, if he/she returns from the absence within the one (1) year time of his/her extension as provided for in Article 9.5.

**9.18 LAY OFF AND RECALL WHILE SICK** - Employees who are absent from work due to accident or sickness and are laid off shall not

accumulate seniority while on lay off. Employees recalled but unable to return because of accident or sickness shall accumulate seniority for such time as they would have worked, up to the time limits corresponding to seniority as set out in section 9.14, Allowable Breaks. Seniority accumulation shall not exceed accumulative maximum equal to that of an employee who is not laid off during his/her period of sickness or accident. However, employees absent while under the Workmen's Compensation Act shall continue to accumulate seniority for as long as they receive compensation payments and there shall be no time limits for their absence.

**9.19 MATERNITY LEAVE** - The Company shall grant a female employee a maternity leave of absence. A request for a leave of absence must be in the hands of the company at least three (3) months before the expected delivery date. Such employee shall be allowed to continue working for the period the attending physician states she is physically able to do so. The employee shall be re-employed by the Company after the birth, providing she returns to work within seventeen (17) weeks (or some other time as stipulated by legislation) unless she is entitled to and so chooses to take parental leave immediately following her maternity leave. The employee must make application, in writing, within eight (8) weeks after the birth, and give the Company a minimum of two- (2) weeks' notice in advance of the day she intends to return to work. In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate.

**9.20 PARENTAL LEAVE / ADOPTION LEAVE**

(1) Entitlements

Every employee who has been in the employ of the Company for 12 months and

- (a) who, in the case of a female employee, becomes the natural mother of a child, in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his/her new-born child, or adopts a child under the law of a province; and
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to and shall be granted parental leave, consisting of a continuous period of up to thirty-five (35) weeks.

(2) Commencement of Leave

Except as indicated below, Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Company and the employee agree otherwise.

(3) Late Application for Parental Leave

When an application for parental leave under subsection (1) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted parental leave under this

section for the portion of the leave period that remains at the time the application is made.

(4) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied by him/her at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

**9.21 LEAVE OF ABSENCE FOR POSITION WITH THE UNION** - Employees, not to exceed four (4), who are elected or appointed to a full-time position with the union or a full-time position to represent the United Food and Commercial Workers with the Canadian Labour Congress shall, upon proper notice, be granted leave of absence without pay for a period not to exceed the term of the allowable break. Within one (1) month's notice of his/her desire to return to work with the company, the employee shall, subject to his/her seniority, be placed in a position with a rate of pay equal to that of the job previously held, provided he/she can perform the work. Such employee shall retain the seniority possessed at the time such leave of absence was granted. This time period may be extended for an additional three (3) months, provided the employee has given the company notice of his/her desire to return to work.

**9.22 JURY DUTY** - If an employee is required by law to attend Jury Duty or to appear as a witness following receipt of a subpoena during hours that the employee is normally required to work as part of his/her regularly scheduled shift, the company shall pay the difference between an employee's basic weekly wage rate and the amount he/she is paid by the government during the time he/she is required to miss work for this purpose.

9.23 **LEAVE OF ABSENCE FOR PUBLIC OFFICE** - Employees who are elected to municipal government, the provincial legislature or the parliament of Canada shall, upon establishing need for same be granted leave of absence for a period not to exceed the duration of This agreement. Within one (1) month's notice of their desire to return with the company, such employees shall, subject to their seniority, be placed in a position at an equal rate provided they can perform the work, retaining the seniority possessed at the time such leave of absence was granted.

#### **ARTICLE 10 - SAFETY AND HEALTH**

10.1 The company shall make provisions for the safety and health of employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary by government regulations shall be provided by the company. This however, shall not be construed to include such personal necessities as safety boots or any article which becomes the personal property of the employee.

10.2 The union agrees to appoint or elect and the company to recognize bargaining unit representatives on a Labour Management Safety Committee.

10.3 The safety committee shall be comprised of five (5) union members chosen by the employees and five (5) representatives of the company, on the basis that two members are from the "B" and "C" shifts respectively, where practical. Any five members of this committee may make recommendation to the company on matters affecting the safety and health of the employees. In the event that the company does not satisfactorily respond to such

recommendation, the issue may be advanced forward to the grievance procedure at the third step. However, the grievance shall not be submitted to arbitration until an officer of the Department of Occupational Health and Safety has confirmed that the issue does create a safety or health hazard.

10.4(A) One safety committee member from the union and one from the company shall accompany the safety inspector during his/her inspection duties.

10.4(B) A fire emergency drill on each shift shall be carried out once a year, during working hours, without loss of pay, at a time to be determined by the company.

10.4(C) In the event of an ammonia or a carbon dioxide leak within the plant, the company agrees that an air sample will be monitored within the affected area. Employees will not be requested to continue or resume work in the affected area if levels are not within an acceptable range as determined by the safety committee. An officer of the union will be shown the reading and will be present while the test is being taken. The acceptable range as agreed to by the safety committee shall be:

Ammonia - 12.5 ppm

Carbon Dioxide - 2500 ppm

10.4(D) The company shall make a sincere effort to have personnel trained to administer first aid in the plant at all times when employees are required to work regular shifts.

10.4(E) The company shall maintain a properly equipped first aid room.

10.4(F) Transportation shall be provided to the nearest hospital for employees requiring medical care due to a serious illness or as a result of an accident. There shall be no charge to the employee for this service.

10.5 **SAFETY AND HEALTH RECORDS, REPORTS AND DATA** - Providing the employee gives written authorization to the employer, the employer shall provide the union all accident reports and other health and safety records in the possession of the employer, including records, reports and data provided to and by the WHSCC and other government departments and agencies, for those employees who have so given proper authorization. This provision shall apply only to data and records accumulated after the date of the signing of this agreement in 1991.

10.6 **ACCESS TO THE WORKPLACE** - Given 24 hours notice, a union staff or a union health and safety advisor or consultant shall be provided access to the workplace if required to attend Health and Safety Committee meetings, or for inspecting, investigating or monitoring the workplace in relation to safety problems which are alleged to exist. Under this provision, a management representative must be in attendance.

10.7 Three (3) union members of the Health and Safety Committee shall be entitled to time off work to a maximum of two (2) eight (8) hour shifts each per year with no loss of seniority or earnings to attend safety seminars.

10.8 The company shall notify the Health and Safety Committee of all accidents immediately and shall provide time off at no loss of pay to investigate such accidents.

All incident reports will continue to be made available to the Health and Safety Committee on a weekly basis.

10.9 The company shall provide the services of the company doctor for Medical Certificates. If such services are not available by the company, then the company will pay up towards \$50.00 toward the required examination, verified by receipt.

10.10 It is hereby agreed that all employees who require training for Safety Courses put on by the company and the Safety Committee will be paid at their regular straight time rate. In the event an employee does not attend such a course when required, they shall be required to justify their absence to the Safety Committee.

10.11 The company agrees to provide time and pay for a Union Health & Safety Representative for twenty (20) scheduled hours per week to work on Health & Safety issues. This is in addition to time required for Health & Safety issues that occur during the other twenty (20) hours of his/her scheduled regular work week, as approved by the Company.

#### **ARTICLE 11 - TOOLS, LICENSES, KNIFE SHARPENING AND CLOTHING**

11.1 **TOOLS** - The company shall furnish all knives, steels, whetstones, animal combs, meat trimmer hooks, scabbards and overhauling hooks which are necessary for the work of the employees using them, subject to the establishment of such regulations as are necessary to prevent abuse. Such tools and working equipment shall remain company property. The company agrees to maintain its present practice on furnishing heavy tools.

11.1(A) The company agrees to pay an allowance of \$375 per year to employees who are required by the company to supply tools for maintenance as a condition of employment. This allowance will be paid monthly into an account on behalf of such employees and will be utilized to purchase required tools as designated by the company.

In the event that any employee owns all such tools considered necessary by the company, such employee will be paid the unused portion of the tool allowance immediately after the end of each year.

Schedule "C" shall comprise the list of tools deemed necessary by the Company.

11.1(B) The company shall pay to each full-time employee with seniority a boot allowance of \$100.00 in January of each year.

11.2 **RENEWAL OF LICENSES** - The company shall reimburse employees for the renewal of necessary licenses required in the performance of their duties - this does not include regular drivers license.

11.3 **SHARPENING KNIVES** - The sharpening of knives shall be done during working hours by the employee performing the work or the company shall arrange to supply sharpened knives to the employees to perform the work assigned to them. This work will not be contracted out during the life of this agreement.

11.4 All equipment and clothing provided by the company remains the property of the company. In the event of termination of

employment, all equipment and clothing must be returned. If not, the cost will be deducted from final pay-check. Replacement cost, in most cases where replacement of clothing and equipment is necessary, the "old for the new" policy shall apply. If an article is not turned in, the employee will be charged. The employee will not be charged for articles turned in, broken or stolen.

11.5 Providing the company agrees that an employee is going to be an apprentice, then those maintenance employees who are requested to attend schools under an apprenticeship program shall:

- (A) Be laid off, to allow the employee to seek U.I.C. coverage while attending school.
- (B) Shall accumulate seniority during the time at school.
- (C) Shall be rehired when he/she is ready to return to his/her former job after the school session is over.

#### **ARTICLE 12 - BEREAVEMENT PAY**

12.1(A) When a full-time employee attends the funeral of an immediate relative, he/she shall receive the equivalent of three (3) days pay at regular rates of pay for this bereavement period. For the purpose of this clause, an immediate relative shall be one of the following: spouse (includes common law and same-sex partner where the employee and the spouse have been living as partners in the same household for at least one year), daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, and grandchildren. Two (2) extra days will be granted when the funeral takes place at a distance of more than two hundred (200) miles away from the employee's residence.

12.1(B) The employee shall be entitled to leave with pay of one (1) day to attend the funeral of his/her or his/her spouse's grandparents. He/she will also be entitled to one day's leave with pay to attend the funeral of his/her brothers-in-law and his/her sisters-in-law.

12.2 It is agreed by the company that in the event an employee cannot attend the funeral of an immediate relative as provided for in Article 12.1(A) above, or the funeral of his/her or his/her spouse's grandparents or the funeral of his/her brother-in-law or sister-in-law and it is determined that attendance would create undue hardship on such an employee, then the company agrees that the attendance requirement in Article 12.1(A) shall become null and void. It is further understood that when the attendance requirement is nullified and the employee so affected does not attend the funeral, then the extended two (2) days travel provision as provided for in Article 12.1(A) shall also become null and void.

12.3 If the funeral takes place during the employee's vacation and he attends the funeral, he shall be entitled to bereavement leave with pay upon termination of such vacation.

### **ARTICLE 13 - TECHNOLOGICAL CHANGE**

13.1 "Technological change" means the automation of equipment, the mechanization or automation of operations, the replacement of equipment or machinery or process modifications due to technological development, which results in the displacement of an employee from his/her job.

The displacement of an employee from his/her job will not be

considered to have resulted from a technological change if such displacement is caused by depressed business conditions, shortage of raw materials or livestock, fault of the employee, relocation or replacement of machinery or equipment which is not the direct result of a technological change in such machinery or equipment, strike, slowdown, breakdown, sabotage, or an Act of God.

13.2 The employer shall notify the union in writing three (3) months before the introduction of any technological change which adversely affects the employee's working schedule or wage rate.

13.3 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the employer, be given a reasonable period of time to acquire the skills necessitated by the new method of operation. There shall be no reduction in wage of any such employee during this training period.

13.4 A full-time employee who is laid off indefinitely because he/she cannot be relocated within the plant and retrained following a technological change will be eligible to make application for separation pay after eighteen (18) months of being laid off. An employee who applies for and accepts separation payment shall forfeit seniority and all other rights under this agreement. The amount of separation pay will be one (1) week's pay for each year of seniority to a maximum of eight (8) weeks. Such pay will be based on a forty (40) hour week at the rate of pay that the affected employee was receiving prior to his/her being laid off.

13.5 **PLANT CLOSURE** - The company hereby agrees that in the event of a permanent plant closure due to economic hardship, a notice period or pay in lieu of a notice period of one (1) week for every year of service up to a maximum of eight (8) weeks shall be given to full-time employees who are not on lay off. This shall not apply to full-time employees who have less than one (1) year's service.

This article shall be null and void if a plant closure results from a labour dispute, explosion, loss of utilities, machine breakdown, Acts of God or other acts of a similar nature which are beyond the control of management.

#### **ARTICLE 14 - UNION NOTICES**

14.1 During the life of this agreement, the company agrees to permit union officers, who are employees of the company, to put notices on the bulletin board of union meetings or of other matters of interest directly related to Larsen Packers Limited Moncton, and/or union members. Copies of such notices are to be given to the Human Resource Officer or a designated representative. The union agrees to refrain from distributing any other notices or publication upon the company's premises. The union agrees not to display any material on this board that may be detrimental to the company or its customers.

#### **ARTICLE 15 - GOVERNMENT REGULATIONS**

15.1 It is mutually agreed that no demand shall be made by either party of this agreement upon the other party which in any way contravenes laws, orders or regulations issued by or under the authority of the Government of Canada or that of the province of

such agency as may be deputed by either such governments from time to time in regards to wages, bonuses, hours, conditions of labour or other related matters.

**ARTICLE 16 - HOLIDAYS**

16.1 The following shall be considered as paid eight (8) hour day holidays for all full-time employees at their classified hourly rates of pay covered by this agreement. All hours paid for the ten defined holidays shall be considered time worked.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
New Brunswick Day	Boxing Day

16.1(A) The following shall be considered as a paid holiday at their classified rate of pay:

- (1) The latter four (4) hours of an employee's last scheduled shift before Christmas provided he/she works the first four (4) hours of such shift, unless mutually agreed not to work the said shift,
- (2) The latter two (2) hours of an employee's last scheduled shift before New Year's provided he/she works the first six (6) hours of such shift, unless mutually agreed not to work the said shift.

16.1(B) The company shall provide one half (1/2) day as a paid floating holiday, to be taken on a day to be scheduled by management and taking into consideration the wishes of the employee.

16.2 Employees absent on the working days next preceding or next following any of the ten (10) defined holidays shall not be entitled to pay for such holidays unless the absentee received permission from the employer to be absent or because of sickness evidenced by a medical certificate or on account of death as covered in Article 12. In the event that an employee receives WHSCC payments or Weekly Indemnity payments for any such holidays, the employee will be paid by the company the difference between his/her regular day's pay and the amount received from compensation or weekly indemnity for that holiday.

16.3 If any of these holidays fall on a Saturday or Sunday, the Monday following shall be observed and where Monday is also a holiday, the Tuesday will be observed in lieu of Monday.

16.4 If any of the recognized plant holidays falls on an employee's scheduled day off, the employee will receive a day's pay or if preferred another day off in place of such day's pay.

The optional day to be agreed by employee and management, once agreed to, cannot be changed. If an employee is scheduled to work on this designated day such work shall be considered work performed on a statutory holiday and paid accordingly. Employees working on the ten (10) defined holidays in this article shall receive eight (8) hours pay at straight time rates and shall, in addition, be paid time and one half straight time rates for all hours worked on such holidays.

#### **ARTICLE 17 - VACATIONS**

17.1(A) Upon completion of:

1 to 4 years' service = 2 weeks,

5 to 11 years' service = 3 weeks,  
12 to 19 years' service = 4 weeks,  
20 years' service = 5 weeks.

17.1(B) New employees with less than one (1) year's service shall be entitled to that fraction of two (2) weeks that his/her length of service is to one year, such employees shall receive 4% of their gross earnings to April 1st following their date of employment.

17.1(C) Providing the employee is entitled to three (3) weeks vacation as per Article 17, the company agrees to pay the employee six per cent (6%) of gross earnings for the year for his/her first three (3) weeks entitlement, or the vacation entitlement as per Article 17, whichever is greater.

**17.2 Method of calculating vacation pay** - Vacation pay for each week of vacation for hourly rated employees shall be the normal weekly hours at the regular hourly rate, providing that this amount will be reduced by one fifty-second (1/52nd) for each week of absence excepting absences which are:

1. With permission up to thirty (30) working days annually.
2. Due to sickness up to thirty (30) working days annually or such longer periods as an employee may be entitled to receive sick pay under the Company's Sick Pay Plan, and
3. Up to one year due to compensable accident.
4. Leave of absence for union business as stipulated in Article 9.15.

**17.3 Completion of required service after April 1st** - Employees who, after April 1st and prior to the end of the calendar year, reach the service required to entitle them to an additional week of vacation, in accordance with the vacation scale set out in

section 17.1 above, will become eligible for such additional week of vacation on completion of the required years of service.

If circumstances permit such week may be granted earlier in the year.

**17.4 Vacation season** - Vacations may be granted at any time subject to the demands of the business, but the company will make a sincere effort to grant vacations at times requested by employees.

Senior employees in each department shall be given preference for the first three (3) weeks of vacation entitlement. Employees entitled to four (4) and/or five (5) weeks of vacation shall take their fourth (4th) and/or fifth (5th) week at a date mutually agreed between the employee and the company.

17.5 In case of temporary shortage of work and in order to avoid lay offs, the company, after consulting with the union, will endeavour to send on vacation employees eligible to a fourth (4th) and/or fifth (5th) week of vacation, as the case may be, the whole in accordance with Article 9 - Seniority. The company shall also advise the union in writing of such list of employees.

17.6 If one or more public holidays mentioned in Article 16 occur during the employee's vacation period, the company will allow the employee one day for each holiday that occurs during his/her vacation with pay as provided in Article 16 of the public holidays.

If the employee is to receive one or more compensatory day's holiday with pay, it shall be taken immediately following the

vacation period or if desired by the employee, another day mutually agreed upon between employee and management. If subsequently the employee does work on the compensatory day's holiday, it shall be considered as work performed on a public holiday and the employee shall be paid in accordance with Article 16.4 of this agreement.

**17.7 No carry over of vacations** - Except as set out below, (1) every employee shall take his/her vacation in the vacation season in which he/she becomes eligible for it, (2) vacation periods shall not be accumulated from year to year.

**Exceptions**

- (a) An employee eligible for a fourth (4th) and/or fifth (5th) week of vacation may, by prior arrangement with his/her supervisor, accumulate his/her fourth (4th) and/or fifth (5th) week of vacation from year to year to be taken at a later time convenient to the company, taking into account the wishes of the employee. Such accumulated vacations may be taken only as full weeks or multiples thereof and shall be taken prior to the employee's retirement.
- (b) In the case of an absence from work for which an employee is eligible for sick pay and this absence commences prior to and continues into his/her scheduled vacation period and:
  - (1) The employee does not return to work prior to the end of the calendar year in which the absence commenced, or,
  - (2) The employee returns to work too late in the calendar year to permit his/her vacation to be rescheduled.

Any remaining or all of the first three (3) weeks of the employee's vacation will be carried over and rescheduled in the following year. Such carried over vacations shall be granted subject to the demands of the business but the company will make a sincere effort to grant vacations at times requested by employees, provided they do not interfere with the scheduling of regular vacations for the current year.

Where any of an employee's first three (3) weeks of vacation are carried over as above into the following year but cannot be rescheduled to be completed by December 31st of that year, the employee will be granted pay in lieu of vacation.

17.8 On March 1st of each year the company shall circulate the vacation sheet to the employees. All employees shall make their decision by March 15th. This sheet shall be posted no later than the 30th of March. This schedule shall be binding on both parties unless changes are mutually agreed by the company and the employee. The vacation sheet as discussed above shall be subject to seniority rights and the limitations of Article 17.8(A).

17.8(A) The company agrees that a minimum of one (1) employee for every ten (10) employees within a department per shift will be allowed to leave for vacation purposes at any one time. For departments that have less than ten (10) employees, as a minimum one such employee shall be allowed on vacation leave at any one time. In the event that a department has a multiple of ten (10) employees plus one (1) to nine (9) more employees, the following shall apply: One (1) to five (5) - no additional employees absent, six (6) to nine (9) - one (1) additional employee absent. If it is determined by the company that additional

people may be allowed to leave for vacation, such will be permitted.

Notwithstanding the above, it is further agreed that not more than three (3) employees within the same department and shift that perform knife related jobs shall be permitted to vacation leave at any one time.

17.9 On termination of an employee's service, he/she shall be eligible at time of leaving to receive any unexercised vacation credit.

17.10 The employee may choose to receive vacation pay without time off for vacation entitlement exceeding two (2) weeks and work during this period at regular rates of pay for hours worked during his/her regular scheduled shift. This shall not contravene Article 17.5.

#### **ARTICLE 18 - INSURANCE AND PENSION PLAN**

18.1 The company agrees that the group insurance plans, as outlined herein, shall be effective during the life of this agreement and that the provisions of such plans can only be modified or changed in accordance with the trust agreement.

18.2 These insurance plans shall apply to all present employees and to all new employees with sixty (60) days or more of service.

18.3 Company and union to share premiums on the following basis:

(A)	Drug Plan	60-40%
-----	-----------	--------

(B)	Dental Plan	60-40%
(C)	Life and AD&D	60-40%
(D)	Vision Care	60-40%
(E)	Weekly Indemnity	50-50%
(F)	Long Term Disability	50-50%

18.4(A) Life insurance equal to two (2) times salary to a maximum of sixty thousand dollars (\$60,000).

18.4(B) Insurance for accidental death, total dismemberment and permanent total loss of sight (double indemnity).

18.5 Short term weekly indemnity coverage as follows:

- (A) As of the first (1st) day of disability due to injury.
- (B) As of the fourth (4th) day in case of disability due to sickness or as of the first day if hospitalization in excess of 24 hours.
- (C) The insurance coverage for W.I. shall provide for the following, after any eliminations as outlined in A or B above:
  - (1) First 37 weeks of absence covered by the Insurance Company.
  - (2) Next 15 weeks of absence - covered by U.I.C. sick benefits.

If for any reason U.I.C. does not cover a valid claim, the Insurance Company shall.

- (D) Sixty-six and two thirds ( $66 \frac{2}{3}$ ) of weekly earnings of the first \$380 weekly and 50% over this amount up to a maximum income of \$384.00.

18.6 Long term disability (LTD) shall be provided for (3) three years or length of seniority, which ever is lesser (after the

short term W.I. plan as provided for in 18.5C and U.I.C. sick benefits has been exhausted) on a 50-50 shared cost basis.

18.6(A) The company shall provide insurance coverage for partial dismemberment equivalent to industry standards per the insurance company.

18.7(A) When an employee who has attained seniority is laid off, the company shall maintain all insurance coverage and pay total cost for insurance for one (1) month following the month in which the lay off occurred.

18.7(B) When an employee is absent from work because of accident or sickness, the company shall maintain all insurance coverage and pay the total cost for the first two (2) months from the date the employee was first absent due to accident or sickness.

18.7(C) In the event that an employee is absent due to accident or sickness and has a legitimate claim under the company's weekly indemnity plan and has not received funds under this plan for a period of two (2) weeks from the date he/she first filed the claim, the company agrees to advance an amount equal to the expected net weekly proceeds as calculated by the company, each week until the first cheque is received by the affected employee.

18.7(D) The company agrees that in the event that an employee is absent from work due to an accident or sickness, that such an employee may require the company to provide a loan equal to the amount of pay lost during such absence. This provision will be provided to a maximum of (6) six working days per calendar year. The first three (3) sick payback days must be used and repaid in

full before the employee will be able to use the remaining three (3) payback sick days within the calendar year. It is agreed that such outstanding amounts will be repaid at the following rates:

1. Amounts under \$200 repaid at \$10 per week.
2. Amounts over \$200 repaid at \$20 per week.

It is further agreed that in the event an employee ceases to be an employee of Larsen Packers Limited Moncton, that all monies owed the company under this provision shall be deducted off the employee's last pay-check or vacation pay as required.

18.7(E) There shall be two (2) agents of record under the union insurance coverage of Larsen Packers Limited Moncton. One appointed by the company and one appointed by the union. Broker or agent of record fees paid by the insurance company for such coverage shall be shared on an equal basis and the agent representing the union shall work with the company agent to ensure that both agents are not duplicating requests from the insurance company.

18.7(F) All full time employees shall be entitled to three (3) sick days each (12) twelve month period, beginning November 1, 1991. Such entitlement to sick benefits shall be governed by the following conditions:

1. All entitlement to sick days must be used before employees are permitted to finance sick days under Article 18.7(D).
2. It is agreed that any employee who has less than one year's full time seniority and has used his/her (3) three sick days and quits the employ of the company before he/she attains one year's seniority as a full-time employee shall repay the company, as a deduction off his/her final pay cheque or owed vacation entitlement as required.

3. All employees who have not used all their entitlement to sick days as of November 1, of each year shall have the right to sell their unused portion at their then current rate.

#### 18.8 Pension

- (A) The Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN.
- (B) The employer agrees to contribute to the Trust Fund of the Canadian Commercial Workers Industry Pension Plan during the life of this contract for all full time employees in the bargaining unit and part-time employees who have met the time requirements as per article 2.15e shall be as follows:
- As of December 16, 2002 \$0.27 per hour
  - As of December 15, 2003 \$0.32 per hour
  - As of December 13, 2004 \$0.37 per hour
  - As of December 19, 2005 \$0.42 per hour
  - As of December 18, 2006 \$0.47 per hour
- (C) The above rates of contribution shall be in addition to any payment, which the Employer may pay to the Canadian Commercial Workers Industry Pension Plan in respect of past service contributions as requested by the union. Part-time employees who have met the time requirements of article 2.15(E) will be paid retroactive for their time toward their pension service.

The Employer agrees to contribute to the Trust Fund of the Canadian Commercial Workers Industry Plan for all employees in the bargaining unit as per above to provide past service benefits for the life of the contract as follows:

- As of December 16, 2002 \$0.28 per hour.

The Employer agrees that when the past service request is cancelled by the union the cents per hour rate of contribution will be added to the current rate of contribution as per 18.8 (B) above.

- (D) For purposes of paragraph (B) and (C) above, hours paid means all hours paid to all full-time and part-time employees as per above.

The maximum number of hours paid per week is the number of hours of the normal week of a full-time employee in the bargaining unit.

The said hours paid shall include hours worked, hours paid by the Employer for the time not worked because of illness or accident, vacations, statutory holidays, bereavement leave, jury duty, paid time for negotiation or grievance meetings, etc.

- (E) The Employer agrees to sign the "Participation Agreement" and to supply any other documents, forms, reports or information pertinent to the pension plan, as requested/required by the Trustees of the Pension Plan.
- (F) The Employer shall forward all contributions, supported by a report in a format to be designated by the Trustees, together with a list of all employees and the number of hours paid and worked for each employee in each month. Contributions shall be made within 15 days following the end of each month.

#### **ARTICLE 19 - ABSENTEEISM**

19.1 When absenteeism occurs, every consideration shall be given by the employee to the production schedule and resulting disruption by means of advance notice.

19.2 An employee who abuses time off from work for sickness shall be required to present medical certificates to the immediate supervisor upon request and the union will be notified of this request. The union will be provided a copy of the letter of request. Employees will be required to get permission for any time off any scheduled shifts, for other than sickness or accident, twenty-four (24) hours prior to shift commencement from the supervisor.

**ARTICLE 20 - WAGE SETTLEMENT**

20. The company agrees to pay the following wages, as at the prescribed dates to all full-time and part-time employees with required time worked as per 2.15(A).

Year 1	December 16, 2002	Base rate of \$14.15
Year 2	December 15, 2003	Base rate of \$14.20
Year 3	December 13, 2004	Base rate of \$14.25
Year 4	December 19, 2005	Base rate of \$14.30
Year 5	December 18, 2006	Base rate of \$14.35

The following provisions are additional matters related to the monetary offer:

- (A) Each bracket value shall be 8.5 cents.
- (B) No provision other than wages shall be retroactive beyond the date of the signing of this agreement.
- (C) Shift premiums shall be, for the duration of this agreement, expiring December 15, 2007, as follows:

Evening Shift	(Starting Time After	35¢
	1 p.m. to 7:59 p.m.)	
Graveyard Shift	(Starting Time After	50¢
	8 p.m. to 2:59 a.m.)	
Weekend Shift	\$1.00 per/hour for each hour	
	worked on Saturday and Sunday as	

part of your regularly scheduled shift.

- (D) Shift premiums are to be included in overtime calculations.
- (E) The company agrees to pay \$0.03 for each hour paid on behalf of all unionized employees into the "Larsen Packers Limited Moncton Employee Assistance Program" fund and such will be governed by a committee with an equal number of committee members from each party. For the purposes of the foregoing "each hour paid" shall mean each hour paid for straight time, overtime, vacation, holidays, union leave, bereavement or any other leave etc. The foregoing will be effective as July 19, 1996.
- (F) The company agrees to pay \$0.03 for each hour paid as in Article 20(F) on behalf of all unionized employees into the U.F.C.W. Training Fund.
- (G) The Company has agreed to introduce Canada Savings Bonds for employees through payroll deduction. This service will start in the fall of 1997. The Company and Union agrees that once a Canada Savings Bond is taken out by an employee, it cannot be cancelled until the Canada Savings Bond has been fully paid and released by the holder of the Bond.

**ARTICLE 21 - DURATION OF AGREEMENT**

This collective agreement shall become effective as of December 16, 2002, and shall remain in full force and effect until December 15, 2007. It shall continue in effect from year to year thereafter unless one of the signatory parties notifies the other in writing by registered mail, within a period of not more than sixty (60) days and not less than thirty (30) days prior to the automatic renewal date, of desire to amend, revise or terminate this collective agreement.

In witness whereof the parties hereto have hereunto set their hands and seals this                      day of MARCH A.D., 2003.

For the Company

For the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF AGREEMENT**

This letter of agreement shall serve as a modification to Article 3.6 in the collective agreement expiring July 19, 1996.

It is hereby agreed, that no existing bargaining unit jobs or future jobs of a similar nature within the Clean Up and Maintenance departments shall be lost as a result of contracting out maintenance or clean up work.

**LETTER OF AGREEMENT**  
**INSURANCE**

Larsen Packers Limited Moncton has agreed to the following conditions and terms as they pertain to the ongoing financial administration aspects of a group Insurance Plan for members of United food and Commercial Workers Local 1288P.

Larsen Packers Limited Moncton agrees to the following:

1. Upon notification from the union, policy number 01-042473, under written by Manual Life will become known as United Food and Commercial Workers Local 1288P Group Insurance Trust Fund.
2. All current cost sharing between Larsen Packers Limited Moncton and members of United Food and Commercial Workers Local 1288P (Employees of Larsen Packers Limited Moncton) as depicted under the Collective Agreement.
3. All premium accounting functions will remain with Larsen Packers Limited Moncton with payroll deductions being performed by Larsen Packers Limited Moncton.
4. Each month, on, or about the twentieth (20) day, Larsen Packers Limited Moncton will deliver a cheque made payable to the United Food and Commercial Local 1288P Group Insurance Trust Fund along with the detailed member contribution list to the office established by the United Food and Commercial Workers Local 1288P.
5. The Company and Union agree to pay premium rates on a Sixty (60) percent Company, Forty (40) percent Union cost share, for the Current Plan Design in-place on December 14, 1996, for Vision, Life and Accidental Death & Dismemberment, and Fifty (50) percent Company, Fifty (50) percent Union for Long Term Disability.

The Company agrees to pay premiums on established Weekly Indemnity coverage, based on Fifty (50) percent Company, Fifty (50) percent Union to a maximum of \$1.64 per Ten (10) dollars of benefit until January 1, 1998. If the Union changes the Insurance Carrier before this date, and as a result, rates are subject to an increase, the Company agrees to pay the increase up to a maximum of \$1.74/per Ten (10) dollars of benefit. In the event of a decrease in premiums, the Weekly Indemnity rates shall be adjusted proportionally.

After January 1, 1998, if rates are subject to an increase, the Company agrees to pay the increase up to a maximum of \$1.74/per Ten (10) dollars of benefit over the life of the agreement. In the event of a decrease in premiums, the Weekly Indemnity rates shall be adjusted proportionally.

The company agrees to pay premiums on Extended Health Care and Dental according to Benefit Design as of December 14, 1996 as follows:

**EXTENDED HEALTH CARE;** Sixty (60) percent Company, Forty (40) percent Union, based on Rate and Benefit Design in effect on December 14, 1996. (Single - \$21.64 and Family - \$68.43) The company further agrees to proportional increases in premiums to a maximum of sixty (60) percent of six (6) percent overall in any given year and is not accumulative if it is not used.

**DENTAL:** Sixty (60) percent Company - Forty (40) percent Union, based on Rate and Benefit Design in effect as of December 14, 1996. (Single - \$11.78 and Family - \$34.27) The company further agrees to proportional increases in premiums, to a maximum of

sixty (60) percent of six (6) percent overall in any given year and is not accumulative if it is not used.

**NOTE:** Sixty (60) percent of current rates quoted in Extended Health Care and Dental above are the minimum amounts the Company

United food and Commercial Workers Local 1288P agrees to the following:

1. The formation of United Food and Commercial Workers Local 1288P Group Insurance Trust Fund and the establishment of a Trust Agreement.
2. A copy of the executed Trust Agreement between the trustees and United Food and Commercial Workers Local 1288P will be made available to Hub Meat Packers Ltd.
3. The Union agrees that any premium increases due to Benefit Design changes shall be paid One Hundred (100) percent by the members.

LETTER OF AGREEMENT  
**MAINTENANCE - REPAIR**

Larsen Packers Limited Moncton and U.F.C.W. agrees the following shall be the definition of Maintenance:

Maintenance - The Maintenance Department shall be responsible for maintaining of equipment and mechanical apparatus required to facilitate production within the plant.

R.I.N. Construction Ltd. or any other outside contractor may be used under the following conditions:

1. Fabrication and installation of all new, improved or substantial alterations, to any and all equipment or other mechanical devices. (The union will monitor this with 2/5 ratio.)
2. Relocation of equipment or lines from one section of the plant to another.
3. Machining of any and all parts as required to maintain our production department.
4. Building construction and/or renovations to building.
5. Installation and maintenance required which is beyond the scope of routine maintenance, of all and any required piping and pipefitting within the plant generally requiring a plumber pipefitter, or refrigeration person.
6. Installation and maintenance of all refrigeration equipment which is generally beyond the scope of routine maintenance of refrigeration equipment.
7. Installation and maintenance of all electrical requirements to support the functionality of the plant's buildings. Installation and maintenance of all electrical requirements to support the plant production equipment.

8. Warranty work on all installations.
9. Any and all maintenance work that is beyond the ability of the maintenance personnel as determined by management, after the existing maintenance persons have been given a reasonable opportunity to repair such equipment.
10. Any and all maintenance required for the six (6) week period prior to the National and/or American inspection providing over-time as available for unionized employees as well.
11. Emergencies - Personnel required to facilitate the repair of equipment or plant that is deemed necessary to ensure that the department or departments will be functional by the scheduled shift start. The company will make a reasonable attempt to utilize unionized employees first in the case of mechanical repair.

**LETTER OF INTENT**  
**Between**  
**LARSEN PACKERS LIMITED MONCTON**  
**And**  
**UNITED FOOD & COMMERCIAL WORKERS**  
**UNION LOCAL 1288P**

The parties agree that in regards to the maintenance department there will be one working management person for each of the day shift sub-departments as follows:

**MAINTENANCE DEPARTMENTALIZATION**

DEPARTMENT A

#19 Bacon Press  
 #25 Packaging Room  
 #24 & #27 Sausage-Pattie-Roast Beef  
 #26 Ham Boning  
 #28 Ground Beef  
 #41 Laundry, Doors, Grease Oil &  
 #41 General Maintenance

Ready

DEPARTMENT B

#5 Box Room  
 #6 Deboning Room  
 #10 Cutting Room  
 #12 Block Ready  
 #16 Portion Room  
 #18 Pail Room  
 #17 Offal Pack Off  
 #20 Pickle Room  
 #50 Shipping-Block

Cooler

DEPARTMENT C

#11 Hog Kill  
 #13 Beef Kill  
 #14 General Kill

DEPARTMENT D

#21 Kitchen  
 #30 Ham Stuffing &  
 & Salami Room  
 #22 Smokehouse  
 #25 Ham Massage

DEPARTMENT E

#29 Electronics

#31 Specialty Meats

#3 Air Comp.

#4 Pollution Room

#9 Boiler Room

#9 Knife Sharpening

DEPARTMENT G

# Electrical

DEPARTMENT F

#2 Lift Jacks

It is further agreed that there will be one working management person on the afternoon shift and one working management person on the night shift. It is also further agreed in the event that sub-departments "B" or "D" commence production on the afternoon shift there will be one additional working management person allowed in each department for the afternoon shifts in sub-departments "B" and "D". It is also further agreed that all of the above will be the interpretation of article 3.3(a) and 3.4(a)(b) of the collective agreement in regards to the maintenance department.

It is also further agreed that the present bargaining unit ratio to management in maintenance will be maintained while the present collective agreement is in operation.

Notwithstanding the above, the present practice of supervisors working when required shall be permitted.

**LETTERS OF AGREEMENT**

- (1) The Company and Union agree to review and discuss the issue of the greater number of hours when an employee is temporarily transferred from their home department and try to develop a mutually agreeable solution to providing the greater number of hours to the most senior employee when transferred to another department. In the meantime, it is agreed that if the supervisor and steward comes to an agreement on where employees are placed to assist in the majority of hours, and an employee being placed in another department receives less hours than a less senior employee, the union agrees that This decision will not be grieved.
- (2) The Company and Union agree to look at and discuss the company's present policies dealing with the interpretation of the contract. Management will have the final say. If in the case of a disagreement the Union may grieve.
- (3) The Company and Union agree to work on ergonomics over the life of the contract.
- (4) The Company and Union agrees to review current placement of scanners and the placement of new scanners to help cut down on loss of time for employees during their breaks.

**LETTERS OF AGREEMENT  
Duty to Accomodate**

The Company recognizes that it has a duty to accommodate injured and / or disabled workers as outlined under the Human Rights Act.

**LETTERS OF AGREEMENT  
RIN Construction**

The Company recognizes with respect to the Letter of Agreement,

it is not the Company's intent to increase the staff at RIN construction, on a full time basis.

**SCHEDULE "A"**

**APPENDIX "A" JOB RATES**

**APPLICATION OF JOB RATES**

- A-1 Employees shall receive the applicable wage rates provided for in the wage rate schedule for the job or jobs they perform when they become qualified (Excluding Part Time and Casual).
- A-2 "Qualified" as used above shall be interpreted to mean ability to regularly perform the job without instruction or assistance. The qualifying period shall not exceed (30) working days unless mutually agreed between management and union, after which the rate shall be paid.
- B-1 When an employee is regularly assigned to more than one job but does not work 50% of his/her time on a job, he/she shall be paid an hourly wage rate determined by bringing into account the actual percentage of time worked on the highest rated job and the balance of the total time worked on the next highest rated job.
- B-2 Where an employee who is regularly assigned to more than one job but regularly works 50% or more of his/her time on the highest rated job, he/she shall be paid that rate.
- C. The rate of new experienced full-time employees will be the job rate less the probationary differential as applicable when the employee becomes qualified as in (A-2) above.
- D. When an employee is required temporarily to fill a higher rated job and is performing this job, he/she shall receive the higher rate, but if required temporarily to fill a lower rated job he/she shall receive his/her regular rate.

- E. When an employee is regularly assigned and actually performing the work where the job rate is higher, he/she shall receive the higher rate when qualified as defined in (A-2) above, for only the time he/she actually performs the work.
- F. When an employee is transferred to a lower rated job because of inability to perform the job or request, then the lower rate of pay shall apply immediately.
- G. When an employee is transferred from work where the job rate is higher, his/her rate shall not be reduced for a period of thirteen (13) weeks including layoff after which the lower job rate shall prevail, subject to the provision of Section (H) following for employees on the payroll on the date rates became effective. Should the employee be returned temporarily to this former regular job during the above period, the number of days so spent on his/her former regular job shall be added to the above period. However, should the employee be returned, temporarily to his/her former regular job during the above period for three (3) consecutive weeks or more, the above thirteen (13) week period will recommence from the day he/she again returns to a lower rated job.

H. **CIRCLE RATE**

(Rules pertaining to the transfer of employees on the payroll as at the date of the implementing of the Job Rate System).

1. When the Bracket System was established in the plant, some employees were receiving rates of pay higher than the applicable job rates. Such rates are known as "Circle Rates".

No employees of the Company as of the date of ratification shall receive any deduction of rate due

to the implementation of this job Rate System and the "Circled Rate" will be protected for as long as he/she remains on his/her job or until he/she bids on a job posting and it is awarded to him/her or permanently transfers at his/her own request or unable to do the job that he/she was performing at time of transfer.

2. When an employee is permanently transferred to a job with a higher rate than the value of his/her "Circle Rate", he/she shall receive the higher rate when he/she becomes qualified and such rate shall become his/her regular rate.
3. When an employee is transferred to a lower rated job, at his/her own request his/her rate shall be adjusted immediately to the rate of the job to which he/she is transferred.

I. Job Classification, according to Schedule "A" of this Agreement, will become effective upon date of this Agreement.

J. **ESTABLISHING RATES FOR NEW OR CHANGED JOBS**

1. The company agrees that should a new classification be created during the life of the agreement or an existing job be changed, it will meet with the union and negotiate an appropriate rate for the new or changed job. New rates shall be established considering the job content, responsibility, required skills, and the relationship between existing wage rates for similar jobs in the plant. Should the parties be unable to reach agreement on the new or changed rates, the Company shall establish the rate and the union shall have the right to grieve.

2. Company to notify Chief Steward of the local Union of any new jobs or job changes in writing.
3. In case a disagreement arises, it will then be subject to the grievance procedure according to This agreement.

**SCHEDULE "A"**

**LIST OF DEPARTMENTS AND RELATED BRACKETS**

**BRACKET**

**DESCRIPTION**

**SPECIALTY MEATS**

1.	Preparation of Specialty Meats.....	5
2.	Beef Log.....	5

**KITCHEN**

1.	Stuffer.....	5
2.	Blender.....	17
3.	Hanger - Bologna.....	5
4.	Hanger - Wiener.....	2
5.	Batcher/Grinder/Flaker.....	5
6.	Salami Hanger.....	5
7.	Salami Blender.....	17
8.	Bologna/Wiener/Blender(2).....	19

**GROUND BEEF**

1.	Batcher/Grinder/Mixer.....	17
2.	Stuffer.....	5
3.	Heavy Product Handler.....	5

**FRESH SAUSAGE AND PATTY**

**SAUSAGE LINE**

1.	Weigh and Batch.....	5
2.	Mixer/Grinder.....	17

3. Stuffer..... 5  
 4. Pack In Boxes..... 2  
 5. Weigh and Pile..... 3

**PATTY LINE**

1. Batcher/Grinder/Operator..... 17  
 2. Pack and Pile..... 3  
 3. Box Assembler..... 1

**COOKED MEAT PACKAGING**

**BACON LINE**

1. Feed Slabs and Weigh Ends..... 5  
 2. Layout Bacon Grader..... 4  
 3. Scaler..... 3  
 4. Feed and Operate Vac Pak Machine..... 4  
 5. Weigh/Pack/Pile..... 3  
 6. Sliced Bacon Grader..... 11

**BACON PRESS**

1. Decomb, Press, Pile, Move Carts..... 5

**WEINER LINE**

1. Weiner Peeler..... 3  
 2. Warrick Inspection Station..... 3  
 3. Feed and Operate Vac Pak Machine..... 4  
 4. Weigh/Pack/Pile..... 3

**DIXIE LINE**

1.	Thurne Slicer Operator.....	17
2.	Sliced Product Handler.....	3
3.	Feed and Operate Vac Pak Machine.....	4
4.	Weigh/Pack/Pile.....	3
5.	Box Assembler.....	1
6.	Heavy Product Handlers and Cookers.....	5
7.	General Product Handlers.....	3

#### **8610 LINE**

1.	COV Line.....	5
2.	Saw Operator.....	12

#### **SMOKEHOUSE**

1.	Smokehouse Operator.....	17
2.	Smokehouse Helper.....	5

#### **PICKLE ROOM**

1.	Pickle Maker.....	17
2.	Pump Operator/Trimming.....	5
3.	Massage Room Operator/Forklift.....	5
4.	Batcher/Grinder/Operator.....	17
5.	Jackman and load Tumblers.....	5

#### **PORK BONING**

1.	Ham/Picnic Boner.....	19
2.	Wizzard Knife.....	17
3.	Ham Skinner and Defatter.....	6

4.	Heavy Product Handler.....	5
----	----------------------------	---

### HAM STUFFING

1.	Stuffer.....	5
2.	Hanger.....	2
3.	Clipper.....	2

### ROAST BEEF

1.	Roast Beef Trim.....	18
2.	Roast Beef Packoff.....	6

### IQF / MICROWAVE

1.	Set Up Dice.....	11
2.	Scale Operator.....	5
3.	Open Product, Sorting, Spreading.....	5
4.	MTC Cooker.....	14
5.	Microwave Operator.....	5
6.	Microwave Helper / Jack Operator.....	5

### SHIPPING DEPARTMENT

1.	Cooler Person.....	17
2.	Picker (Order Assembler).....	5
3.	Piler.....	17
4.	Freezer Picker.....	17

### FREEZER DEPARTMENT

1.	Freezer Person.....	17
----	---------------------	----

#### RECEIVING DEPARTMENT

1.	Receiver.....	18
----	---------------	----

#### WAREHOUSE DEPARTMENT

1.	Warehouse Person.....	18
2.	Spice Room Person.....	4

#### LAUNDRY DEPARTMENT

1.	Machine Operator and Repair Clothing.....	5
2.	Machine Operator.....	1

#### SANITATION

1.	General Clean Up.....	2
2.	Garbage Room and Tank Room.....	5
3.	Janitor.....	0

#### KNIFE ROOM

1.	Able to assemble, set and operate machinery and maintain knives.....	19
2.	Able to operate machinery and maintain knives.....	6

MAINTENANCE

Class 1	Same as Class 2 and Has Been Paid Bracket 45 Under Maintenance for At Least 24 Consecutive Months	4
Class 2	Valid Trade Certificate Holder, Electrical Welder F4, Motor Mechanic, Refrigeration Mechanic Or Able to do Four Class 3 Jobs, Hydraulic Mechanic and Lift Truck Mechanic	45
Class 3	Welder, Electrician, Stock Keeper, Motor Mechanic, Pipe Fitter, and Special Maintenance (Block IV)	43
Class 4	Able to Dismantle Machinery, Change Parts When Needed and Put Machines In Working Order (Block III)	39
Class 5	General Maintenance Mechanic - Plus (Block II)	35
Class 6	Mechanics Helper - Plus (Block I)	31
Class 7	Oiler and Greaser	18
Class 8	General Maintenance Helper	15

- NOTE:**
- A) Experienced and qualified employees shall be paid according to the classification.
  - B) All new Maintenance Department employees will be subjected to a two (2) month probationary period.

Future increases will be according to qualifications or trade certification papers.

## SCHEDULE "B"

**MAINTENANCE TOOL LIST****TOOL BOX LIST - MAINTENANCE**

- 1 - Set of Ratchets 1/2 drive up to 1 1/8" - Metric, 6 mm - 24 mm
- 1 - Set Allen Key Standard U.S.
- 1 - Set Allen Key Metric
- 1 - Set Phillips Screw Driver
- 1 - Set Robertson Screw Driver
- 1 - Set Straight Screw Driver
- 1 - Set Combination Wrenches up to 1 1/8"
- 1 - Set Combination Wrenches Metric 6 to 19
- 1 - Set Adjustable Wrenches
- 1 - Pair Long Nose Pliers
- 1 - Set Vice Grip
- 1 - Pair Adjustable Pliers
- 1 - Pair Cutter Pliers
- 1 - Set Snap Ring Pliers
- 1 - Ball Peen Hammer
- 1 - Plastic Tip Hammer
- 1 - Set Chis/hersels and Punches
- 1 - Set Drill Bits 1/16 to 1/2 x 64
- 1 - Knife
- 1 - Hacksaw
- 1 - Bastard File
- 1 - Flashlight
- 1 - Set Feeler Gauges
- 1 - Scraper
- 1 - Wire Brush
- 1 - Pair Tin Snips 7"
- 1 - Tape Measure 16'
- 1 - Set Tap & Dies - Metric and Standard
- 1 - Set of Ratchets 3/8" Drive - Standard - Metric
- 1 - Small Level
- 1 - Communication Square

**TOOL BOX LIST - PLUMBER**

- 1 - Set Ratchets 1/2 drive up to 1 1/8"
- 1 - Set Allen Key Standard U.S.
- 1 - Set Phillips Screw Driver
- 1 - Set Robertson Screw Driver

- 1 - Set Straight Screw Driver
- 1 - Set Combination Wrenches up to 1 1/8"
- 1 - Set Adjustable Wrenches
- 1 - Pair Long Nose Pliers
- 1 - Set Vice Grip
- 1 - Pair Adjustable Pliers
- 1 - Pair Cutter Pliers
- 1 - Ball Peen Hammer
- 1 - Claw Hammer
- 1 - Set Chis/hersels and Punches
- 1 - Set Drill Bits 1/16 to 1/2 x 64
- 1 - Knife
- 1 - Hacksaw
- 1 - Bastard File
- 1 - Flashlight
- 1 - Scraper
- 1 - Wire Brush
- 1 - Pair Tin Snips 7"
- 1 - Tape Measure 16'
- 1 - 2' Square
- 1 - 2' Level
- 1 - 14" Pipe Wrench
- 1 - 18" Pipe Wrench
- 1 - Flaring Tool Set
- 1 - Basin Wrench
- 1 - 1 Torch Kit
- 1 - Electric Drill
- 1 - 5" Grinder
- 1 - Inspection Mirror
- 1 - Tube Cutter
- 1 - Torpedo Level

**TOOL BOX LIST - ELECTRICIAN**

- 1 - Set of Ratchets 1/2 Drive up to 1 1/8" - Metric
- 1 - Set Allen Key Standard U.S.
- 1 - Set Allen Key Metric
- 1 - Set Phillips Screw Driver
- 1 - Set Robertson Screw Driver
- 1 - Set Straight Screw Driver
- 1 - Set Combination Wrenches up to 1 1/8"
- 1 - Set Combination Wrenches Metric 6 to 19
- 1 - Set Adjustable Wrenches
- 1 - Pair Long Nose Pliers
- 1 - Set Vice Grip
- 1 - Pair Adjustable Pliers

- 1 - Pair Cutter Pliers
- 1 - Set Snap Ring Pliers
- 1 - Ball Peen Hammer
- 1 - Plastic Tip Hammer
- 1 - Set Chis/hersels and Punches
- 1 - Set Drill Bits 1/16 to 1/2 x 64
- 1 - Knife
- 1 - Hacksaw
- 1 - Bastard File
- 1 - Flashlight
- 1 - Scraper
- 1 - Wire Brush
- 1 - Pair Tin Snips 7"
- 1 - Tape Measure 16'
- 1 - Set Tap & Dies - Metric and Standard
- 1 - 600 Volt Meter - Clamp on Meter
- 1 - Fuse Puller
- 1 - Set 3/8" Drive Ratchets, Standard - Metric
- 1 - Small level

#### TOOL BOX LIST - REFRIGERATION

- 1 - Set of Ratchets 1/2 drive up to 1 1/8" - Metric, 6 mm - 24 mm
- 1 - Set Allen Key Standard U.S.
- 1 - Set Allen Key Metric
- 1 - Set Phillips Screw Driver
- 1 - Set Robertson Screw Driver
- 1 - Set Straight Screw Driver
- 1 - Set Combination Wrenches up to 1 1/8"
- 1 - Set Combination Wrenches Metric 6 to 19
- 1 - Set Adjustable Wrenches
- 1 - Pair Long Nose Pliers
- 1 - Set Vice Grip
- 1 - Pair Adjustable Pliers
- 1 - Pair Cutter Pliers
- 1 - Set Snap Ring Pliers
- 1 - Ball Peen Hammer
- 1 - Plastic Tip Hammer
- 1 - Set Chis/hersels and Punches
- 1 - Set Drill Bits 1/16 to 1/2 x 64
- 1 - Knife
- 1 - Hacksaw
- 1 - Bastard File
- 1 - Flashlight
- 1 - Set Feeler Gauges
- 1 - Scraper
- 1 - Wire Brush

- 1 - Pair Tin Snips 7"
- 1 - Tape Measure 16'
- 1 - Set Tap & Dies - Metric and Standard
- 1 - Set of Ratchets 3/8" Drive - Standard - Metric
- 1 - Tube Cutter
- 1 - Flare Tool Kit
- 1 - Pipe Reamer for Copper
- 1 - Digital Thermometer
- 1 - Striker
- 1 - Inspection Mirror
- 1 - Torpedo Level
- 1 - Set Pry Bars