

Errors & Omissions Excepted

COLLECTIVE AGREEMENT

Between:

LAKESIDE PACKERS
(A Division of Lakeside Feeders Ltd),
(hereinafter referred to as the "Employer")
Brooks, Alberta
-and -

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 401,
chartered by the United Food & Commercial Workers International Union
(hereinafter referred to as the "Union")

Preamble

It is the intent and purpose of the parties that this Agreement shall serve to establish and maintain harmonious labour relations between the Employer and the Union, to promote and assure the efficient, economical and profitable operation of the Employer's business, and to set forth the rates of pay and other terms and conditions of employment of the employees.

The Employer and the Union will work together cooperatively and constructively to achieve these results recognizing their shared interest in a quality work environment, the production of safe food in a responsible manner, the right to dignity and respect of all employees and the success of the business.

Article ■ - Scope and Recognition

1.1 Scope

This Agreement shall cover all employees of the Employer, within the scope of Certificate Number 110-2004 issued by the Alberta Labour Relations Board.

1.2 Recognition

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the employees covered by this Agreement. No employees outside of the scope of this Agreement will be used on work of the same nature as that performed by the employees except as follows:

- (a) For the purpose of training and orientating employees;
- (b) For the purpose of taking an employee's place temporarily in such cases as failure to show up for work, or an employee who has to be relieved due to injury or sickness, or an employee who, for other reasons, is temporarily absent from their job;
- (c) To assist in meeting production schedules; or
- (d) To direct and organize the flow and work of employees.

Article 2 - Definitions

2.1 Definitions

For the purposes of this Agreement, the following definition shall apply:

- (a) The terms "employee" and "employees" mean all persons covered by this Agreement.

Article 3 - Union Membership and Dues

- 3.1 Membership in the Union shall be a condition of employment for all employees who hold membership in the Union at the date of ratification and for all new employees. Employees who are not members of the Union at the date of ratification are not required to hold Union membership as a condition of employment.
- 3.2 The payment of Union dues shall be a condition of employment for all employees and shall be deducted from the wages of each employee bi-weekly.
- 3.3 The Employer agrees to deduct from the wages of each Employee, upon proper authorization from the Employees affected, such initiation fees and assessments as determined by the Union through its internal processes.

- 3.3 Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteen (15th) day of the following month and accompanied by a written statement of the names of the Employees for whom the deductions were made and the amount of each deduction.

Article 4 - Joint Labour Management Committee

- 4.1 The Employer and the Union agree to form a Joint Labour Management Committee consisting of three (3) members representing the Union and three (3) members representing the Employer.
- 4.2 A Union representative or his designate may attend the meeting at the option of the Union but the number of representatives of the parties shall remain even.
- 4.3 The Joint Labour Management Committee shall meet not less than two (2) times per year or at such other times as mutually agreed.
- 4.4 The Committee shall discuss items of concern.
- 4.5 Either party shall inform the other of items on the agenda at least three (3) days in advance of any scheduled meeting.

Article 5 - Management Rights

- 5.1 The Union agrees that the Employer has the exclusive right and authority to manage its business, to control the direction of the staff including the right to plan, direct and control the operations, hire, discipline, suspend, or discharge for just cause and to layoff and recall employees. The right to establish and maintain reasonable rules and regulations covering the operation of the plant is vested in the Employer. The above rights shall be exercised subject to the applicable provisions of this Agreement including the grievance procedure.
- 5.2 The direction and supervision of the workforce shall, at all times, be the responsibility of the Employer only.
- 5.3 The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement.

The Employer, therefore, retains all the rights not otherwise specifically covered in this Agreement. The exercise of the foregoing rights shall not alter any of the

provisions of this Agreement.

Article 6 - No Strike - No Lockout

- 6.1 During the term of this Agreement there shall be no strike, no sympathy strike, stoppage, slowdown, deliberate withholding of production, or suspension of work on the part of the Union, its members, or any individual covered by this Agreement, or lockout on the part of the Company. In the event of a breach of this provision, the Union shall immediately declare publicly that such action is unauthorized and shall promptly order its members to resume their normal duties notwithstanding the existence of any picket line. The Union further agrees that it will in no way interfere with the business or the Company by sanctioning or conducting a boycott on the handling of goods procured from a source or destined to a point where labour controversy may exist.
- 6.2 The Company shall have the right to determine the discipline given an employee or employees for breach of this Article. The severity of the discipline imposed for such violation shall not be subject to arbitration; the Union shall, however, have the right to grieve the question of fact as to whether or not an employee or employees have breached the provisions of this Article.

Article 7 - Grievance and Arbitration Procedure

7.1 Definition

A grievance shall be defined as any difference between the Employer, Union and employee or group of employees pertaining to the interpretation, application or alleged violation of any provision(s) of this Agreement.

7.2 Grievance Procedure

Step 1

The Union may submit a grievance, in writing, to the Shift Superintendent or his designate within fourteen (14) calendar days of the occurrence of the alleged violation of the Agreement. The written grievance shall state the facts and circumstances giving rise to the grievance, which provisions of the Agreement are alleged to have been violated and what restitution is requested. The Shift Superintendent shall arrange a meeting to discuss the grievance within ten (10) calendar days of receipt of the grievance and shall render a decision in writing within five (5) calendar days of this meeting. A full-time Union representative or

his designate may attend the meeting at the option of the Union. A Human Resources representative may attend at the option of the Employer.

Step 2

If the grievance is not satisfactorily resolved at Step 1, the Union may forward the grievance to the Human Resources Manager or his designate in writing within fourteen (14) calendar days of the Shift Superintendent's response. The Human Resources Manager or his designate shall arrange a meeting to discuss the grievance within fourteen (14) calendar days of receipt of the grievance and shall render a decision in writing within fourteen (14) calendar days of this meeting. A full-time Union representative or his designate may attend the meeting at the option of the Union. A Human Resources representative or his designate may attend at the option of the Employer.

Step 3

If the grievance is not satisfactorily resolved at Step 2, the Union may forward the grievance to the Plant Manager or his designate in writing within fourteen (14) calendar days of the Human Resources Manager's response. The Plant Manager or his designate shall arrange a meeting to discuss the grievance within fourteen (14) calendar days of receipt of the grievance and shall render a decision in writing within fourteen (14) calendar days of this meeting. A full-time Union representative or his designate may attend the meeting at the option of the Union. A Human Resources representative or his designate may attend at the option of the Employer.

If the grievance is not satisfactorily resolved, the Union may refer the grievance to arbitration in writing within thirty (30) calendar days of the Plant Manager or his designate's response.

7.3 Extension of Time Limits

Time limits set out in this article may be extended only by agreement in writing by both parties.

7.4 Time Limits

The time limits in this grievance procedure are mandatory and no grievance shall be considered which is not presented within fourteen (14) calendar days after the event or circumstances giving rise to the complaint came to the attention of or should have reasonably come to the attention of the parties concerned or which is advanced to the next level of the grievance procedure outside the time limits

set out above.

Article 8 - Arbitration

8.1 Board of Arbitration

(a) Appointees

Where a grievance has been referred to arbitration under Article 7.2, the party making the referral shall name an appointee to the Board of Arbitration.

Within five (5) calendar days of receiving notice that the grievance has been referred to a Board of Arbitration, the party receiving the notice shall name an appointee to the Board of Arbitration.

(b) Chairperson

Within ten (10) calendar days of the second party's appointment the two (2) appointees shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

If the two (2) appointees fail to agree on the appointment of a Chairperson, the appointment shall be made through the relevant provisions of the Alberta *Labour Relations Code* upon request of either party.

8.2 Single Arbitrator

Through mutual agreement in writing, the parties may agree to have the grievance heard by a single arbitrator rather than an arbitration board.

If the parties fail to agree on the appointment of a single arbitrator within fourteen (14) calendar days of their mutual agreement in writing to have the grievance heard by a single arbitrator, the appointment shall be made through the relevant provisions of the Alberta *Labour Relations Code* upon request of either party.

8.3 Decision of the Board

The Arbitrator or Arbitration Board as the case may be, shall not have the power

to change this Agreement or to alter, modify or amend any of its provisions.

8.4 Expenses of the Board

Each party shall:

- (a) Pay the fees and expenses of their nominee; and
- (b) Equally share the costs of the Chairperson or single Arbitrator as the case may be.

8.5 Amending of Time Limits

The time limits in the arbitration procedure are mandatory but may be extended by mutual consent of the parties in writing.

Article 9 - Union Representation

9.1 Shop Stewards:

The Employer agrees to recognize shop stewards appointed by the Union. The Union will advise the Employer in writing of the names of shop stewards so appointed.

9.2 Visitation

- (a) Duly authorized representatives of the Union shall be entitled to visit the plant with the approval of the Employer, such approval not to be unreasonably withheld, for the purpose of dealing with matters arising from the interpretation, application or operation of this Agreement and shall observe all reasonable rules and procedures applicable to visitors and will not engage in any activity that is disruptive or interferes with the operations or workforce.
- (b) The Employer shall consult the Union prior to making any changes to its visitation rules.
- (c) In the event that representatives of the Union wish to visit an area where employees are working, the Employer shall have the option of accompanying the representatives to the area for the safety of any

individual.

9.3 Orientation

During orientation:

- (a) the Employer will provide to new employees a Union pamphlet approved by the Employer; and
- (b) the Employer will provide a list of officers, shop stewards and safety representatives in the respective departments; and
- (c) the Employer will grant the Union 15 minutes to meet with new employees; and
- (d) the Union commits to acting professionally during such meetings. If issues arise, this privilege will be suspended until the President of the Union meets with the Human Resources Manager to resolve the issue.

9.4 Employee Information:

The Employer shall provide the Union with an updated employee list each quarter. The Employer shall update the Union weekly with respect to new hires and dismissals.

9.5 Union Representation

When an employee is to receive written notice of discipline in the form of a written warning, suspension, or dismissal, or Union representation is otherwise allowed by law, the employee shall have a shop steward present at the meeting.

9.6 Discipline and Discharge

All discipline and discharge will be meted out within (10) days of the Employer becoming aware of an incident.

The Employer will not use a disciplinary letter for any purpose following completion of an 18 month period without receiving further disciplinary letters.

Employees shall be entitled to review their personnel files on an annual basis or upon being disciplined.

Article 10 - Safety

- 10.1 The Employer and the Union agree that safety in the workplace and the protection of all employees are of primary importance. Safety is a shared responsibility and the input of all employees to improve safety practices and conditions is encouraged and expected. Plant safety programs and efforts will be coordinated through the involvement of people from all levels of the organization.
- 10.2 The Employer and the Union will maintain a Safety Committee to ensure and promote safety at and away from work. The Terms of Reference of the Safety Committee will include:
- (a) An equal number of members appointed by the Union and the Employer representing different Departments in the plant.
 - (b) The Complex Safety CO-coordinator *[or designee]* will act as the Safety Committee's facilitator.
 - (c) The Employer may invite non-committee members to provide safety advice to the Safety Committee
 - (d) The Safety Committee shall meet at least once a month on Employer time.
 - (e) Additional time off with pay may be allowed to tour the plant and conduct a safety inspection.
 - (9) The Complex Safety CO-coordinator *[or designee]* and the Union will provide necessary training.
- 10.3 The Employer and the Union will establish an ergonomics team to work with the Safety Committee in identifying potential ergonomic problem areas and potential solutions. The terms of reference of the team will include:
- (a) An equal number of employee members appointed by the Union and the Employer representing different Departments in the plant.
 - (b) The employer may invite non-committee members to provide ergonomic advice to the team.
 - (c) The ergonomics team will meet at least once every month, on employer time, to discuss ergonomic issues.
 - (d) The Complex Safety CO-coordinator *[or designee]* and the Union will provide necessary training.
- 10.4 Concerns about plant safety shall be discussed between the Union's Business

Agent and the Plant Manager.

Article 11 - Probationary Period

- 11.1 All employees shall be on probation for three (3) months from the date of last hire. During the probationary period the Employer may terminate an employee for any reason at its discretion which shall not be subject to a grievance under the grievance procedure. Probationary employees have no seniority rights other than those rights specifically set forth in this Agreement.
- 11.2 The probationary period of any employee may be extended by mutual agreement between the Employer and the Union.

Article 12 - Hours of Work and Overtime

12.1 Hours of work

The Employer retains the right to schedule hours of work of employees as is necessary to ensure the efficient operations and to provide for the determined hours of operation.

The hours of work as stated in this article are not to be construed as a guarantee, as a minimum nor as a restriction for any maximum hours to be worked.

12.2 Regular Work Schedules and Compressed Work Week Schedules

Regular schedules for employees shall be defined as up to eight (8) hours per day, averaging forty (40) hours of work per week, as determined by the Employer.

The Employer may also implement schedules with variable hours of work per day, including compressed work week schedules, which average forty (40) hours per week over the rotation cycle of the schedule as determined by the Employer.

For employees in the Maintenance Department, regular schedules for employees on compressed work week schedules shall be defined as up to eleven (11) hours per day, averaging forty-four (44) hours per week over the rotation cycle of the schedule as determined by the Employer.

For employees on compressed work week schedules in Boiler/Refrigeration operations and the Parts Department, regular schedules shall be defined as up to twelve (12) hours per day, averaging forty-two (42) hours per week over the rotation cycle of the schedule as determined by the Employer.

12.3 Scheduled days off

Employees shall be entitled to two (2) consecutive days off each week except where schedule changes or shift rotation on an employee's regular schedule may result in a variation such as one (1) day off at the time of the change.

12.4 Overtime

If an employee is required to work in excess of the scheduled hours per day or compressed work week hours per day as outlined in article 12.2, the employee will be paid one and one half (1 1/2x) times the employee's regular rate for the first four (4) hours of overtime and double (2x) their regular rate for any additional hours after four (4) hours of overtime.

For purposes of Saturday work, if an employee works less than the hours of a regular work schedule or compressed work week schedule due to absences, or for other reasons, these hours must be made up before overtime is payable. Time off granted by the Employer from Monday through Friday for bereavement leave and time off granted pursuant to Article 16.3(b) will count as hours worked for purposes of Saturday overtime.

Sunday work that is not regularly scheduled shall be voluntary. Overtime hours worked on Sunday shall be paid at the rate of double time (2x).

The employer shall provide a six dollar (\$6.00) meal allowance if overtime work continues more than two and one-half (2 ½) hours beyond the end of an employee's regular shift.

12.5 Breaks

Employees are entitled to two (2) fifteen minute rest breaks, one break in the first half of their shift (paid), and one in the second half of their shift (five (5) minutes paid and ten (10) minutes unpaid). Employees are also entitled to one unpaid meal break of one-half (1/2) hour on each regularly scheduled day of work.

The Employer will endeavor to schedule the first break midway through the first half of the shift.

Employees assigned to continuous operation in Boiler/Refrigeration operations shall take their breaks on a paid basis at a convenient time.

Article 13 - Recognized Holidays

13.1 The following days shall be recognized holidays:

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

The August Civic holiday (the first Monday in August) will constitute a holiday in lieu of Remembrance Day.

13.2 The Employer will pay employee's an amount equal to the normal hours worked for each holiday at their regular hourly wage rate for the general holidays provided that:

- (a) The employee has worked at least thirty (30) calendar days in the preceding twelve months; and
- (b) The employee works the hours scheduled on the working day before and the working day after the holiday; and,
- (c) The employee has not failed to work when scheduled to work on the holiday; and,
- (d) The employee is not absent without the Employer's consent.

13.3 For all work performed on a holiday, the Employer will pay an employee double time (2.0x) the employee's regular hourly wage rate for each hour worked on the holiday.

13.4 If a recognized holiday occurs during an employee's vacation period, the employee may elect to receive holiday pay as provided in 13.2 above or a paid holiday on another day mutually agreed between the employer and employee.

If a recognized holiday falls on a regular scheduled day off of a Full-time Employee, the Employee shall receive an additional day off with pay on a work day immediately prior to the holiday or the work day immediately following the

holiday or, in the Employers sole discretion, the Employee shall receive holiday pay.

Article 14 - Vacations

14.1 Annual Vacation

- (a) Vacation year will be determined from year-to-year on the Sunday nearest to April 14.
- (b) Each Full-time Employee who completes one (1) year of service with the Employer shall be entitled to two (2) weeks annual vacation leave and four percent (4%) of regular wages for the past vacation year as annual vacation pay, pro-rated for Employees who commence employment during the vacation year.
- (c) Each Full-time Employee who completes five (5) years of service with the Employer shall be entitled to three (3) weeks annual vacation leave and six percent (6%) of regular wages for the past vacation year as annual vacation pay.

Accrued vacation shall be paid to each employee no later than the next regularly scheduled pay-day after the employee starts annual vacation.

- 14.2 Special conditions for employees who started with the Employer prior to March 1, 1996 shall be continued.
- 14.4 Vacation scheduling will be scheduled in consideration of seniority and the requirements of the plant.
- 14.5 Employees who terminate their employment prior to taking earned vacation leave shall receive pay in lieu of vacation.

Article 15 - Classifications, Wages and Premiums

15.1 ti Job , and /

The classifications, job assignment levels and pay increases applicable to all employees are set out in Schedule "A". The start rates set forth in Schedule "A" are minimums only. No changes to the current classifications or job assignment levels shall occur without first being discussed by the Joint Labour Management

Committee. Employees shall automatically receive their progressive service increments outlined in Schedule "A". The Employer may compress the wage progression in its discretion.

15.2 Payment of Wages

Employees will be paid by direct deposit every two (2) weeks with up to a one (1) week period after the end of a pay period allowed for payroll processing.

15.3 Shift Premium

A shift premium of thirty-five (\$0.35) cents per hour is paid for each hour worked between 18:00 hours (6:00 P.M.) and 06:00 hours (6:00 A.M.) in any twenty-four (24) hour period. Shift premiums are as follows: thirty five (\$.35) cents per hour for regular premium; fifty-two cents (\$.52) per hour for overtime premium; or, seventy (\$.70) cents per hour for double-time premium.

15.4 Higher classification

When a qualified employee is assigned by the Employer to perform the duties of a higher job classification for a period of one (1) full shift or more, the employee's pay rate shall be paid according to the rate applying to the higher job classification.

Article 16 - Leaves of Absence

16.1 General Leave

An employee may request a leave of absence which will be considered at the discretion of the Employer based on reasons for the leave, compassion and the valid operational needs of the Employer. The request shall be made in writing. If the request is refused, the employee shall be advised of the reasons for the refusal. Personal and compassionate leaves of absence will not normally be granted during the prime production/vacation period (i.e. April 1st - September 30th, Christmas week and Easter/Spring break).

16.2 Maternity, Parental and Adoption Leave

Maternity, Parental and Adoption leaves shall be granted according to the *Employment Standards Code*, subject to the following:

- a. An employee must give the Employer at least three (3) weeks written notice of the date the maternity, parental or adoptive leave will start.

- b. An employee must give the Employer at least three (3) weeks written notice of the date on which the employee intends to resume work and, in any event, must give notice not later than three (3) weeks before the end of the leave period to which the employee is entitled, or three (3) weeks before the date on which the employee has specified as the end of the employee's leave period, whichever is earlier.

Employees will continue to accrue seniority under this article.

16.3 Union Leaves

The Employer agrees to grant time off to employees for Union business as follows:

- a. The Employer will not act unreasonably in denying a request for a Union Leave.
- b. A maximum of five employees will be allowed to take a Union Leave at any one time up to a maximum of fourteen (14) days leave at a time for Union meetings, conventions and conferences.
- c. Union Leaves for Union meetings, conventions and conferences will not normally be granted during the prime vacation/production period and normally not more than two periods of Union Leave will be granted in any one year.
- d. The Employer shall grant union leave without pay or benefits for up to three (3) employees to serve as officers or employees of the Union, Local 401 or UFCW Canada Representatives. Leaves granted under this Article shall not exceed the term of the current collective agreement.

It is understood and agreed that the three (3) employees serving as officers, employees or representatives shall not engage in organizing work at any Tyson plant at any location other than Lakeside.

- e. The Employer agrees to allow a reasonable number of employees a leave of absence to attend negotiations and Union caucus meetings, such number not to exceed one employee for each production area per shift.
- f. The Union will reimburse the Employer for wages and benefits for leaves for Union business.
- g. No Employee shall be discriminated against for taking a Union Leave.

16.4 Bereavement Leave

Absences due to the death of a member of an employee's immediate family will be considered an excused absence. An employee who requires time off to attend the funeral of a family member will be paid during the period of absence on the following basis:

- (a) In the event of the death of an immediate family member, the Employee will be granted time off and shall be paid his/her regular rate of pay for the number of hours their department works to a maximum of eight (8) hours in any day for each of three consecutive work days, one of which must be to attend the funeral. "Immediate family" is defined to include: spouse, child (step), mother (step), father (step), sister, brother, grandparent, grandchild, mother-in-law, and father-in-law.
- (b) In the event of the death of a brother-in-law, or sister-in-law, the Employee will be granted time off and shall be paid his/her regular rate of pay for the number of hours their department works to a maximum of eight (8) hours for the purposes of attending the funeral.
- (c) The employee must provide satisfactory proof to the company of the relationship of the deceased, the date of the funeral, and their attendance at the funeral.

Article 17 - Benefits and Retirement Plan

17.1 Alberta Health Care

When an Employee has been employed for one (1) year, the Employer will pay the full premium cost for Alberta Health Care.

17.2 Group Benefit Plan

The Employer will pay the full cost of a group benefit plan providing Extended Health Care Benefits, Long-term Disability coverage, Dental and Vision Care for employees after one (1) year of continuous employment. Short-term disability benefits are provided for employees following successful completion of the probationary period and shall start on the first (1st) day of absence due to an accident and the fourth (4th) day of absence due to illness. A summary of the Plan is provided upon enrolment.

The Employer shall not be responsible for any benefit claims that the insurance carrier has determined to be non-qualifying claims and shall not be subject to the grievance and arbitration procedures of this Agreement.

17.3 Benefit Contribution Cap

Notwithstanding the previous provisions of this Article concerning the Employer's obligation to pay the total cost of providing the benefits referred to in this Article that total cost of benefits paid by the Employer shall not exceed the total cost paid by the Employer in 2004. Any increase in the total cost of providing these benefits shall be paid by the employees. Each employee's share of any such increase shall be met by a direct reduction in the salary scale at the time an increase is implemented.

17.4 Retirement Plan

To provide for an employees' retirement, the Employer has established a Registered Retirement Savings Plan (RRSP). The Employer will match contributions of employees as follows:

- (a) after the 1st year of full-time service - employer 1% of regular wages
employee 1% of regular wages
- (b) after the 2nd year of full-time service - employer 1.5% of regular wages
employee 1.5% of regular wages
- (c) after the 3rd year of full-time service - employer 2% of regular wages
employee 2% of regular wages
- (d) after the 4th year of full-time service - employer 2.5% of regular wages
employee 2.5 % of regular wages

The Employer shall make contributions based on all hours paid by the Employer to the employees to a maximum of forty (40) hours per week.

Article 18 - General Conditions

Identification Cards

A personalized employee I.D. card is issued to each employee on his/her first day of employment. This card is required to record the time of entry and departure from the site and is also an authorization to access the plant. It is the employee's responsibility to take proper care of the card. Cards will be replaced free of charge upon proof of damage. If it has been lost or stolen a charge of \$20.00 may result in order to replace the original card. As the identification card is considered Employer property, failure to return the card following employment with the Employer will result in a charge of \$50.00.

Employees are required to swipe their own card through the time clock at the start of their shift and when they leave. Employees are not permitted to have another employee swipe their card for them. Any violation of this policy may lead to disciplinary action up to and including the possibility of dismissal.

Article 19 - Remuneration

The Employer agrees to continue its present system (including exceptions) to the direct deposit system wherein payday is every second Friday via direct deposit.

Article 20 - Payroll Errors

Payroll errors in remuneration over \$100.00 shall be corrected within a business day. The practice of correcting errors under \$100.00 on the next pay check will be continued. For the purpose of this clause, business days do not include Saturday or Sunday.

Article 21 - Union Bulletin Boards

Bulletin Boards for use by the Union shall be maintained in conspicuous locations in the plant at all times. Notices may be posted on such bulletin boards for such matters as Union meetings, social affairs, recreational affairs, and Union elections and appointments.

Article 22 - Upward Evaluations

The Employer and the Union recognize the value of direct employee input to assist in the development of managerial skills, and the Employer's policies and practices. It is agreed that the Employer shall continue its practice of utilizing

perception surveys from time to time. Under this program employees confidentially evaluate managerial employees and the Employer's programs and practice

Article 23 - Technological Change

In the event that the Employer introduces new technology that may result in the layoff of any employee, the Employer will meet with the Union to discuss ways to avoid layoffs resulting from the introduction of new technology.

Article 24 - No Discrimination

Neither the Employer nor the Union will discriminate against any employee because of race, colour, sex, physical disability, age, religious beliefs, ancestry, place of origin, or marital status.

Article 25 - Seniority

- 25.1 Seniority for employees is defined as the length of an employee's service with the Employer from the last date of hire as an employee.

If two (2) or more employees have the same seniority date, the order of seniority for such employees shall be established alphabetically based on the last name.

- 25.2 The Employer agrees to provide a seniority list to the Union every three (3) months and to post an updated seniority list in the plant every six (6) months. The Employer will continue its practice of providing new hire information to the Union.

- 25.3 An employee shall lose all entitled seniority and shall be deemed to have terminated employment if the employee:

- (a) is discharged for cause and is not reinstated;
- (b) resigns;
- (c) fails to report for three (3) consecutive scheduled shifts except for circumstances beyond the employee's control;
- (d) fails to notify the employer of the employee's intention to return to

work within ten (10) calendar days following a recall from lay-off and after being notified in person, by telephone or mail to do so;

- (e) (i) has less than one (1) year of seniority and is continuously laid off for a period of three (3) months, or;
- (ii) has more than one (1) year but less than five (5) years of seniority and is continuously laid off for a period of six (6) months, or;
- (iii) has five (5) or more years of seniority and is continuously laid off for a period of twelve (12) months, or;

(9) retires.

25.4 Definition

A layoff shall be defined as a period of five (5) consecutive calendar days or longer where no work is scheduled for an Employee.

25.5 Role of Seniority in Lay-offs

Employees with the least seniority shall be the first to be laid off in a department provided the remaining employees have the qualifications and ability to do the remaining work as determined by the Employer.

25.6 Recall of Employees

Full-time Employees who have been laid off shall be returned to work on a department basis in seniority order provided they have the qualifications and ability to do the remaining work as determined by the Employer.

Article 26 - Clothing, Equipment and Tools

26.1 All probationary employees will purchase the required footwear. The Employer will provide other clothing and equipment required for the job.

26.2 Following probation, the Employer will provide rubber boots and other clothing

and equipment as required.

- 26.3 Employees will be responsible for the maintenance and good condition of all clothing, tools, and equipment purchased from or furnished by the Employer. The Employer will replace furnished items when they wear out or break through ordinary wear and tear upon surrender of the worn or broken item.
- 26.4 Employees will be required to replace items which are determined to be lost, damaged, or broken through misuse or negligence.
- 26.5 Upon termination of employment, employees must return all clothes, tools, and equipment furnished or replaced by the Employer.
- 26.6 Maintenance Employees will not receive rubber boots but will be entitled to an annual boot allowance of one hundred (\$100) dollars following their first year of employment.
- 26.7 Maintenance employees will supply their own tools but will be reimbursed for tools that wear out or break through ordinary wear and tear upon surrender of the worn or broken item.

Article 27 Duration

- 27.1 This Agreement commences on date of signing and shall remain in force until December 31, 2009.
- 27.2 Either party may, within one hundred and twenty (120) days, but not less than sixty (60) days prior to the expiry date or the subsequent anniversary date of this Agreement, give notice in writing to the other party to commence collective bargaining for the revision of this Agreement.

LETTER OF UNDERSTANDING #1

Functional Divisions

The Employer and the Union agree that:

1. The Employer, in consultation with the Union, shall develop and implement a transfer and bid system as soon as practicable.
2. In developing the transfer and bid system, the Union and the Employer will consider such matters as the operation of the transfer and bid system on a departmental, divisional and plant-wide basis, the circumstances under which employees will be eligible to bid jobs, whether the transfer and bid system will apply to certain skilled positions, the procedures for posting and processing permanent vacancies, what reversion rights exist, restrictions on the right to bid jobs and under what circumstances an employee is disqualified from bidding on a job.
3. The Parties agree to use the bid and transfer system set out in the "Waterloo" Collective Agreement as the model for developing a transfer and bid system.

LETTER OF UNDERSTANDING #2

Employer Programs

The Employer agrees to continue with the following existing programs. In the event the Employer wants to change the following programs, the Employer will first meet with the Union.

- Bus Program
- Meal Tickets
- Employee Referral Bonus
- Tuition Refund Plan
- Employee Meat Purchase Program
- Housing

**SCHEDULE " A
WAGE GRIDS**

RATIFICATION																	
Progression	Slaughter	Processing	Quality Control	Laundry & Janitorial	Spotters & Highway		Stores	General Maintenance	Journeyman				AHT's		Blue Hats		Quality Control
					Class 3	Class 1			Trades 4	Trades 3	Trades 2	Trades 1	Slaughter	Processing	Slaughter	Processing	
Start	\$13.00	\$13.00	\$13.00	\$9.85	\$13.00	\$13.00	\$13.00	\$13.00	\$20.50	\$19.30	\$18.80	\$17.10	\$13.00	\$13.00	\$16.15	\$16.15	\$16.15
3-months	\$14.00	\$14.00	\$14.00	\$10.85	\$14.00	\$14.00	\$14.00	\$14.00					\$14.00	\$14.00	\$16.80	\$16.80	\$16.80
6-months	\$15.00	\$14.45	\$15.00	\$11.85	\$14.50	\$15.00	\$14.45	\$15.00	\$22.70	\$21.50	\$21.00	\$18.75	\$15.00	\$15.00			
9-months	\$15.75	\$14.90	\$15.85	\$12.85	\$15.00	\$15.65	\$14.90	\$15.75					\$15.85	\$16.00	\$17.25	\$17.25	\$17.25
12-months	\$16.35	\$15.45	\$16.80	\$13.90	\$15.80	\$16.30	\$15.45	\$16.55	\$24.25	\$22.75	\$22.25	\$19.50	\$16.70	\$17.00	\$17.45	\$17.45	\$17.55

11/1/2006 - \$.30 increase to all classifications, but the following - \$.40 to Quality Control, Laundry/Janitorial, \$.50 to Maintenance, and \$.55 to Trades to the 12-month Rate																	
Progression	Slaughter	Processing	Quality Control	Laundry & Janitorial	Spotters & Highway		Stores	General Maintenance	Journeyman				AHT's		Blue Hats		Quality Control
					Class 3	Class 1			Trades 4	Trades 3	Trades 2	Trades 1	Slaughter	Processing	Slaughter	Processing	
Start	\$13.00	\$13.00	\$13.00	\$9.85	\$13.00	\$13.00	\$13.00	\$13.00	\$20.80	\$19.60	\$19.10	\$17.40	\$13.00	\$13.00	\$16.15	\$16.15	\$16.15
3-months	\$14.00	\$14.00	\$14.00	\$10.85	\$14.00	\$14.00	\$14.00	\$14.00					\$14.00	\$14.00	\$16.80	\$16.80	\$16.80
6-months	\$15.00	\$14.45	\$15.00	\$11.85	\$14.50	\$15.00	\$14.45	\$15.00	\$23.00	\$21.80	\$21.30	\$19.05	\$15.00	\$15.00			
9-months	\$15.75	\$14.90	\$15.85	\$12.85	\$15.00	\$15.65	\$14.90	\$15.75					\$15.85	\$16.00	\$17.25	\$17.25	\$17.25
12-months	\$16.65	\$15.75	\$17.20	\$14.30	\$16.10	\$16.60	\$15.75	\$17.05	\$24.80	\$23.30	\$22.80	\$20.05	\$17.00	\$17.30	\$17.75	\$17.75	\$17.95

11/1/2007 - \$.30 increase to all classifications, but the following - \$.40 to Quality Control, Laundry/Janitorial, \$.50 to Maintenance, and \$.55 to Trades to the 12-month Rate																	
Progression	Slaughter	Processing	Quality Control	Laundry & Janitorial	Spotters & Highway		Stores	General Maintenance	Journeyman				AHT's		Blue Hats		Quality Control
					Class 3	Class 1			Trades 4	Trades 3	Trades 2	Trades 1	Slaughter	Processing	Slaughter	Processing	
Start	\$13.00	\$13.00	\$13.00	\$9.85	\$13.00	\$13.00	\$13.00	\$13.00	\$21.10	\$19.90	\$19.40	\$17.70	\$13.00	\$13.00	\$16.15	\$16.15	\$16.15
3-months	\$14.00	\$14.00	\$14.00	\$10.85	\$14.00	\$14.00	\$14.00	\$14.00					\$14.00	\$14.00	\$16.80	\$16.80	\$16.80
6-months	\$15.00	\$14.45	\$15.00	\$11.85	\$14.50	\$15.00	\$14.45	\$15.00	\$23.30	\$22.10	\$21.60	\$19.35	\$15.00	\$15.00			
9-months	\$15.75	\$14.90	\$15.85	\$12.85	\$15.00	\$15.65	\$14.90	\$15.75					\$15.85	\$16.00	\$17.25	\$17.25	\$17.25
12-months	\$16.95	\$16.05	\$17.60	\$14.70	\$16.40	\$16.90	\$16.05	\$17.55	\$25.35	\$23.85	\$23.35	\$20.60	\$17.30	\$17.60	\$18.05	\$18.05	\$18.35

11/1/2008 - \$.30 increase to all classifications, but the following - \$.40 to Quality Control, Laundry/Janitorial, \$.50 to Maintenance, and \$.55 to Trades to the 12-month Rate																	
Progression	Slaughter	Processing	Quality Control	Laundry & Janitorial	Spotters & Highway		Stores	General Maintenance	Journeyman				AHT's		Blue Hats		Quality Control
					Class 3	Class 1			Trades 4	Trades 3	Trades 2	Trades 1	Slaughter	Processing	Slaughter	Processing	
Start	\$13.00	\$13.00	\$13.00	\$9.85	\$13.00	\$13.00	\$13.00	\$13.00	\$21.40	\$20.20	\$19.70	\$18.00	\$13.00	\$13.00	\$16.15	\$16.15	\$16.15
3-months	\$14.00	\$14.00	\$14.00	\$10.85	\$14.00	\$14.00	\$14.00	\$14.00					\$14.00	\$14.00	\$16.80	\$16.80	\$16.80
6-months	\$15.00	\$14.45	\$15.00	\$11.85	\$14.50	\$15.00	\$14.45	\$15.00	\$23.60	\$22.40	\$21.90	\$19.65	\$15.00	\$15.00			
9-months	\$15.75	\$14.90	\$15.85	\$12.85	\$15.00	\$15.65	\$14.90	\$15.75					\$15.85	\$16.00	\$17.25	\$17.25	\$17.25
12-months	\$17.25	\$16.35	\$18.00	\$15.10	\$16.70	\$17.20	\$16.35	\$18.05	\$25.90	\$24.40	\$23.90	\$21.15	\$17.60	\$17.90	\$18.35	\$18.35	\$18.75

11/1/2009 - \$.40 increase to all classifications, but the following - \$.50 to Maintenance, and \$.55 to Trades to the 12-month Rate																	
Progression	Slaughter	Processing	Quality Control	Laundry & Janitorial	Spotters & Highway		Stores	General Maintenance	Journeyman				AHT's		Blue Hats		Quality Control
					Class 3	Class 1			Trades 4	Trades 3	Trades 2	Trades 1	Slaughter	Processing	Slaughter	Processing	
Start	\$13.00	\$13.00	\$13.00	\$9.85	\$13.00	\$13.00	\$13.00	\$13.00	\$21.80	\$20.60	\$20.10	\$18.40	\$13.00	\$13.00	\$16.15	\$16.15	\$16.15
3-months	\$14.00	\$14.00	\$14.00	\$10.85	\$14.00	\$14.00	\$14.00	\$14.00					\$14.00	\$14.00	\$16.80	\$16.80	\$16.80
6-months	\$15.00	\$14.45	\$15.00	\$11.85	\$14.50	\$15.00	\$14.45	\$15.00	\$24.00	\$22.80	\$22.30	\$20.05	\$15.00	\$15.00			
9-months	\$15.75	\$14.90	\$15.85	\$12.85	\$15.00	\$15.65	\$14.90	\$15.75					\$15.85	\$16.00	\$17.25	\$17.25	\$17.25
12-months	\$17.65	\$16.75	\$18.40	\$15.50	\$17.10	\$17.60	\$16.75	\$18.55	\$26.45	\$24.95	\$24.45	\$21.70	\$18.00	\$19.30	\$18.75	\$18.75	\$19.15

Skill Premium	Slaughter	Processing
Level 1	\$0.60	\$0.45
Level 2		\$0.85
Level 3		\$1.35
Level 4		\$1.85
Level 5		\$2.50

Level	Trade Classification
Trades 1	Engineer, Carpenter, Sheet Metal, 4th Class Power Engineer
Trades 2	Auto Mechanic, Millwrights, Plumber, Welder, HD Mechanic, Technologists
Trades 3	Electrician, Level 2 Water Treatment Operator,
Trades 4	3rd Class Power Engineer

Year	Apprentices
1st Year	60% of journeyman
2nd Year	70% of journeyman
3rd Year	80% of journeyman
4th Year	90% of journeyman

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