

COLLECTIVE AGREEMENT

Between

**MAPLE LEAF CONSUMER FOODS
(Maple Leaf Meats Inc.)**

and

**UNITED FOOD AND COMMERCIAL
WORKERS CANADA, LOCALS 175 & 633**

EXPIRY DATE: JANUARY 14, 2011

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COLLECTIVE AGREEMENT

between

MAPLE LEAF MEATS INC.
150 Bartor Road,
Weston, Ontario
(hereinafter called "the Company")

- and -

UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633
(hereinafter called "the Union")

WITNESSETH:

The Company and the Union hereto mutually agree as follows:

ARTICLE 1 - PREAMBLE

1.01 Where it is the desire of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) recognize the mutual value of joint discussions pertaining to working conditions, employment and services;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the United Food and Commercial Workers Canada, Locals 175 & 633, as the sole and exclusive bargaining agent for all employees of the Company in its plant in the Province of Ontario, save and except foremen, supervisory persons above the rank of foreman or supervisory office, clerical and sales staff, plant protection persons and brokers.

- 2.02 The Company agrees not to bargain individually or collectively with its employees.
- 2.03 Subject to the following conditions, the Company may employ part-time employees who will not be entitled to the provisions of Article 10 to 21 inclusive and Article 25 of this Agreement.
- (a) A part-time employee may only work in excess of 24 hours per week during the time period between April 15th and September 15th.
 - (b) Hours worked by part-time employees should not exceed 35% of the total number of hours worked by all employees in the plant in any calendar quarter.
 - (c) A full-time employee who was hired prior to March 1, 1999 will not lose full-time employment as a result of his/her specific full-time job being split into the work of two part-time employees.
 - (d) A full-time employee will not be sent home prior to his/her scheduled quitting time unless all part-time employees who are working on the same shift in the same department have been sent home provided that the full-time employee can perform the work that the part-time employee is performing.
 - (e) Part-time employees will be paid **\$10.50** per hour.
 - (f) Part-time employees will be paid \$13.50 per hour for hours worked in excess of eight (8) hours per shift.
 - (g) Part-time employees will be paid statutory holiday pay and vacation pay in accordance with the provisions of the Employment Standards Act.
 - (h) Part-time employees will not have part-time seniority until they have worked 1040 hours. Their name will then be added to the part-time seniority list which will be separate and distinct from the seniority list for full-time employees.
 - (i) Provided that they can perform the required work, part-time employees will be given additional hours of work, in order of

their part-time seniority. This will be limited to a maximum of 24 hours except between April 15th and September 15th.

- 2.04 The Company shall employ in its plant only members in good standing with the United Food and Commercial Workers Canada, Locals 175 & 633.
- 2.05 The Union will be advised of promotions of employees out of the bargaining unit. If an employee is promoted to a position outside the bargaining unit for a period of more than nine (9) months, the Company agrees that such person shall re-enter the bargaining unit as a new employee except he/she shall receive full credit for vacation entitlement.
- 2.06 Employees excluded from the bargaining unit will not perform the work which is normally performed by employees in the bargaining unit, except for:
- (a) training or instructing employees for the purpose of correction or learning;
 - (b) where such work is for the purpose of investigating or experimentation;
 - (c) acts of God or operational emergencies of a sporadic nature.

In all circumstances where a non-bargaining unit employee is performing bargaining unit work, he/she will take reasonable steps to advise the department Union Steward or alternate.

- 2.07 The Union recognizes that the Company has the exclusive right to manage the business provided, however, that any such exercise of this right which is in conflict with any of the provisions of the other Articles of this Agreement shall be subject to the provisions of the grievance and arbitration procedures.
- 2.08 The Company agrees that if it becomes necessary to move any production line out of the Bartor Road Plant, the Company will meet with the Union, prior to the moving of such line.

ARTICLE 3 - NO STRIKE - NO LOCK-OUT

3.01 The Union and the Company agree that there shall be no strikes or lock-outs as long as this Agreement continues to operate.

ARTICLE 4 - UNION SECURITY

4.01 Subject to the provisions of the Ontario Labour Relations Act, it is agreed that all employees covered by this Agreement shall become members and remain members of the Union in good standing as a condition of employment.

4.02 The Company agrees that each employee, upon employment and completion of his/her probationary period of employment will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due and such dues weekly thereafter. Any such authorization shall take effect as of the next regular deduction date after it is received by the Company. The fees and dues shall be forwarded to the Union monthly by the 15th of the following month.

4.03 The Union shall inform the Company, by written certification, of the amounts of weekly Union Dues according to the most recent such certification received. Such certification shall be given to the Company at least fourteen (14) calendar days prior to the effective date of any change.

4.04 (a) (i) The Employer shall during the term of this agreement, as a condition of employment deduct from members of the bargaining unit, the regular weekly Union dues and such dues shall be remitted to the Union, in the format in Article 4.04(b) below prior to the fifteenth (15th) of the month, following the month in which such deduction is made.

(ii) The Employer shall collect membership initiation fees as may be established by the Union and forwarded any application forms and such fees to the Union, in the format outlined in Article (b) below, with the regular monthly dues remittance.

(b) The remittance statement shall be documented by location containing a dues and initiation report which will be

provided in the form of e-mail, remit@ufcw175.com or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a table format provided by the Union and will provide the following current information as known to the Company:

1. Social Insurance Number
2. Employee number
3. Full Name (last/first)
4. Full address, including city and postal code
5. Telephone number, including area code
6. Date of hire
7. Rate of pay
8. Classification
9. Full-time or part-time designation
10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
11. Total dues deducted
12. Initiation fees deducted
13. Total initiation fees deducted

4.05 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions or causes of action arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.

4.06 The Company agrees to send to the current Union Representative a complete seniority list every three months (January, April, July and October) including rates of pay, current mailing address, current telephone number.

ARTICLE 5 - GRIEVANCE AND ARBITRATION

5.01 (a) No permanent employee shall be discharged or disciplined without good and sufficient cause:

(b) (i) The Company agrees that whenever an interview is held with an employee that becomes part of his/her

record regarding work or conduct, the Steward will be present as a witness. The employee may request that the Steward leave the meeting.

- (ii) In the event the Steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the Steward is available.
 - (iii) If the meeting is held without the Steward, any conclusion, verbal or written, will be null and void except when the employee requests the steward to leave.
 - (iv) In the event a Steward has not been designated by the Union for the area as provided in clause 6.01, then the meeting between the employee and the Company representative shall be postponed until a Union Steward is available, unless the situation is of an urgent nature in which the employee has to be removed from the Plant.
- (c)
- (i) The Company agrees that upon written request to the Human Resources Manager, an employee or the Union at Step 2 may view all documents pertaining to unsatisfactory conduct or work performance contained in the central personnel file when deemed necessary.
 - (ii) Written warning notices on an employee's record are to be withdrawn after one (1) year, provided there is no further written warning notices given during the above-mentioned one (1) year period.

5.02 The grievance procedure is designed to adjust complaints and grievances in an orderly manner and as quickly as possible. Any dispute or difference of opinion concerning the interpretation, application or alleged violation of a specific provision of this Agreement shall constitute a grievance.

5.03 For a grievance to be considered and processed under this Article, it must be presented, in writing, within seven (7) calendar days after the alleged incident occurred.

5.04 Step 1

The aggrieved employee shall present his/her written grievance to the Department Supervisor and a meeting will be held between the Department Supervisor and/or Superintendent, the grievor and the Steward. If the Company does not arrange to hold a meeting within five (5) working days following request for such meeting, the grievance will be dealt with at the following step should either party so desire.

The department Superintendent will give an answer, in writing, within five (5) working days. The grievance may be processed to Step 2 any time within five (5) working days thereafter.

Step 2

- (a) The aggrieved employee may present his/her written grievance to the Plant Manager. A meeting will be held with management representatives, the grievor, Steward and/or Chief Steward and/or the Business Representative. If the Company does not arrange to hold a meeting within 5 working days following request for such meeting, the grievance shall be dealt with at the following step should either party so desire, except that the five day period may be extended to ten days should the Company or Union so request.

The Plant Manager or his/her designate shall give a reply, in writing, to the current Union Representative within five (5) working days of the Step 2 meeting. If a settlement satisfactory to the employee concerned is not reached within five (5) working days thereafter, the grievance may be referred to a Board of Arbitration, as provided in Step 3; any time within forty-five (45) working days thereafter. If the grievance is not taken to arbitration as herein provided, the grievance shall be deemed to have been settled at the conclusion of Step 2, with the decision of the Plant Manager or his/her designate being final and binding on the Union, the Company and the grievor.

The time limits as prescribed above in Steps 1 and 2 may be modified by mutual agreement, in writing of the Company and the Union.

- (b) The Company and the Union agree that either party has the right to file a policy grievance that may begin at Step 2.

Discharge or Suspension. In the case of a discharge or suspension, a grievance may be filed at Step 2 by an employee who feels he/she was unjustly dealt with. Such a grievance shall be filed within seven (7) calendar days of the date of dismissal or suspension.

Step 3

The Company and the Union agree that any dispute or grievance concerning the interpretation, application or alleged violation of a specific provision of this Agreement, which has been properly carried through the steps outlined in this Article and which has not been settled, may be referred to a Board of Arbitration by either the Company or the Union notifying, in writing, the other of such action.

- 5.05 The Board of Arbitration will be comprised of one (1) person appointed by the Company, one (1) person appointed by the Union, and a third person to act as Chairman agreed to by the other two (2) members of the Board.
- 5.06 Within fourteen (14) calendar days of the request by the Company or the Union to the other for a Board, each shall notify the other of the name of its appointee.
- 5.07 Should the person appointed by the Company and the Union to act on the Board not agree on a third person within fifteen (15) working days of the notification period provided in clause 5.05, the Minister of Labour of the Province of Ontario shall be asked to nominate a person to act as Chairman.
- 5.08 The Board of Arbitration shall not have any jurisdiction to alter, add to, subtract from, modify, amend, or to substitute any provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of the Agreement.
- 5.09 The unanimous or majority decision, in writing, of the Arbitration Board with respect to the matters coming within the jurisdiction of the Board shall be final and binding upon the Company, the Union and the employees.

- 5.10 (a) The Company and the Union shall pay their own respective costs, and the fees and expenses of any witnesses and of their respective representatives, including appointees to the Board. The fees and expenses of the Chairman shall be shared equally by the Company and the Union. The Company shall pay the grieving employee at his/her basic hourly rate for the duration of the arbitration meeting if the meeting was held during his/her regular scheduled working hours and only for such time he/she would have normally worked had the meeting not been held.
- (b) The Union's Business Representative shall be admitted during working hours, at a reasonable time, to interview employees on duty or to inspect working conditions. Such visits shall be arranged to cause a minimum of disturbance to the Company's business and the Business Representative shall first report his/her presence on the occasion of each such visit to the Human Resources Manager or, in his/her absence, the Plant Manager or, in his/her absence, his/her delegated representative.

ARTICLE 6 - PLANT STEWARDS AND NEGOTIATING COMMITTEE

6.01 The Company acknowledges the right of the Union to appoint or otherwise select from the Union membership eight (8) Union Stewards including the Chief Steward:

Kitchen - day shift	1 Steward
Kitchen - afternoon shift	1 Steward
Packaging - day shift	1 Steward
Packaging - afternoon shift	1 Steward
Maintenance	1 Steward
Shipping/Receiving/Plant Services	1 Steward
Night shift	1 Steward
Chief Steward	1 Steward

The Union shall have the right to designate an alternate Steward for each Steward from the applicable area and shift to act in the event of absence of the Steward from the Plant.

The Company acknowledges the right of the Union to appoint or otherwise select from the Union membership a negotiating

committee comprised of five (5) employees, one of which will be the Chief Steward.

- 6.02 If additional departments come into being, the Union may discuss with the Company the designation of additional Steward or Stewards and changes may be made by mutual agreement.
- 6.03 The Union shall notify the Company, in writing, upon elections of the names of the Stewards and the areas they represent as well as of any changes in such persons as and when such changes occur.
- 6.04 The Union agrees that Stewards, like other employees, have their regular duties to perform on behalf of the Company and that such persons shall not leave their regular duties without prior consent of their supervisor. In the event of them having to leave their regular duties or department for purposes of processing an employee complaint or grievance, they shall first obtain permission from their supervisor giving reasons for such request. When the business of the Stewards is completed, they will check-in to their own department through their supervisor. The Union further agrees that Steward shall not absent themselves from their regular duties for unreasonable lengths of time.
- 6.05 Union Stewards while attending meetings with the Company representatives on Company property will be paid their basic hourly rate for the duration of the meeting if the meeting is held during their regular scheduled working hours and for such time they would have normally had the meeting not been held.
- 6.06 The Company agrees that the Chief Steward has the right to leave the station of work after obtaining permission from his/her supervisor to investigate any grievance by his/her fellow steward or fellow workers. The Chief Steward will be given copies of all written warnings.

For the purposes of layoff and shift preference only, an employee who is elected or otherwise appointed Chief Steward shall, for the duration of his/her term in office, be deemed to have the highest seniority and shall be the last employee to be laid off so long as he/she is capable of performing the work required. The Chief Steward will be required to work permanent day shifts, provided they are capable of performing the work available.

ARTICLE 7 - NO DISCRIMINATION

7.01 The Company agrees that it will not discriminate nor use intimidation, harassment, or coercion against any employees by reason of their race, colour, creed, country of origin, position with or membership in the union. The Union agrees that it will not discriminate nor use intimidation, harassment, or coercion against any employees by reason of their race, colour, creed, country of origin, position with the Company or non-membership in the union. The parties agree to abide by the provisions of the Ontario Human Rights Code.

ARTICLE 8 - UNIFORMS AND TOOLS

8.01 The Company shall supply to its employees all tools, aprons, coats, etc. necessary for proper performance of their work. However, skilled trades maintenance department employees shall have worn out or broken tools replaced. Such tools shall be turned into the department supervisor at the time of such request. Such employees shall exercise reasonable care in looking after the condition of their tools. A tool allowance of \$250.00 will be paid by separate cheque on February 1st of each year to all employees who are working on a maintenance job listed in Article 26.01.

8.02 Upon provision of receipts for the purchase of safety boots by the employee, the Company agrees to pay up to ninety dollars (\$90.00) per contract year for Safety Committee approved safety shoes for each full-time, non-probationary employee. An exception to this will be that the Company will supply safety rubber boots to employees whose work functions necessitate same, as required.

- 8.03
- (a) The Company will provide a clean two piece freezer coat and gloves for the freezer person.
 - (b) Parkas will be supplied to employee when assigned to work in freezer areas. The Company agrees to purchase six (6) additional freezer coats for the maintenance department.
 - (c) The Company agrees to supply outside Shippers with parkas.
 - (d) The Company will provide thermal vests to permanent employees in the following areas:

1. Packaging
2. Pre-blend
3. Trimming

ARTICLE 9 - WORKERS SAFETY AND INSURANCE ACT

- 9.01 The Company shall become enrolled so as to afford its employees protection under the Workers Safety and Insurance Act.
- 9.02 If an employee is injured and is required to leave the plant for medical attention, he/she will be paid for the balance of his/her shift during which the accident occurred.

The Company agrees to have the injured employee accompanied to the doctor's office or the hospital by an appropriate person as deemed necessary by the Company.

ARTICLE 10 - HOURS OF WORK

- 10.01 (a) The regular work week shall be forty (40) hours and the regular work day shall be eight (8) hours on any five consecutive calendar days.
- (b) When the Company changes an employee's scheduled hours of work from his/her present schedule to another schedule, the employee will be entitled to 24 hours' notice of the schedule change unless the schedule change is with the agreement of the employee. If the schedule change is not with the agreement of the employee and the Company fails to provide 24 hours' notice of the schedule change, the employee will be paid one and one half times his/her regular rate for all hours worked outside his/her previous schedule until the expiry of the 24 hours' notice.
- (c) An employee with more than one year of seniority who is on a shift on other than a temporary basis may request to change shifts with a more junior employee who is performing the same job on other than a temporary basis on another shift. Such change of shift will be made as soon as reasonably provided that the employee requesting the shift change has not had a change of shift under the provisions of this Section within the previous 12 months.

- (d) Employees in the Maintenance Department may be expected to be voluntarily available on standby for weekend work. If such an employee is capable of performing the required work and is assigned to be on standby, then he shall receive two dollars (\$2.00) per hour for each hour on assigned standby, and such employee will be the first called by the Company in the event weekend overtime work arises. Such standby employees would be required to be ready and available for work during the assigned period.

ARTICLE 11 - OVERTIME

- 11.01 Time and one-half will be paid for hours worked in excess of eight (8) hours per shift. Time and one-half will also be paid for hours worked in a week in excess of forty (40) hours that have been paid at straight time rates.
- 11.02 All work performed on a Recognized Holiday (or a day celebrated in lieu thereof) will be paid at time and one-half the employee's regular rate of pay, in addition to the day's pay for such holiday.
- 11.03 All employees shall be required to work a reasonable amount of overtime and, if necessary, employees having least seniority shall be expected to work provided the employee is capable of performing such work. An employee with physical work restrictions on file in the Human Resources department may decline the overtime opportunity and will not be expected to work.

When overtime is to be worked employees are to be informed before lunch break. For weekend overtime the Company will advise employee by lunch break on Friday.

- 11.04 (a) If overtime is required in the Maintenance and Sanitation department, the Company agrees that the employees who work in the area will work overtime Monday through Friday unless the employee has other commitments and may not be able to work the overtime, however, on Saturday and Sunday the overtime will be on a rotation basis.
- (b) If overtime is required within the department, (other than Maintenance and Sanitation) the overtime will be offered to employees who are qualified to perform the required work, by department shift seniority, on a rotation basis. The Company will maintain a listing of those employees qualified

to perform each job classification. The "Machine Operator" job classification will be further broken down into specific operations within the department. In the event that overtime is being offered on more than one job classification in the department and where an employee has been placed on two or more overtime job classification lists that are working overtime, the employee will be offered, where possible, the overtime opportunity for the job in the highest job rate classification subject to the needs of the business and the overall skills available to work overtime. Where the Supervisor assigns the above employee to the lower paid overtime opportunity due to the overall skills available to work overtime, he/she shall be paid at the higher wage classification.

- (c) The Company will maintain two overtime opportunity lists, one for Monday to Friday overtime and the other for Saturday/Sunday/Recognized Holiday overtime. All overtime job classification lists will be posted in the respective departments.
- (d) Temporary transfers of an employee will not affect the opportunity for such employee to perform overtime work in his/her department.

ARTICLE 12 - OFF-SHIFT AND SUNDAY PREMIUM

12.01 An off-shift will be defined as a shift where the majority of an employee's scheduled hours fall between 4:00 p.m. and 12:00 a.m. for afternoon shift, and between 12:00 a.m. and 8:00 a.m. for evening shift. The Company will pay an afternoon shift premium of fifty cents (\$0.50) per hour and an evening shift premium of sixty cents (\$0.60) per hour for all regularly scheduled hours worked, not including overtime hours.

The afternoon shift premium shall increase to fifty-five cents (\$0.55) per hour, effective January 15, 2008. The evening shift premium shall increase to sixty-five cents (\$0.65) per hour, effective January 15, 2007, and to seventy cents (\$0.70) per hour, effective January 15, 2008.

12.02 The Company will pay all full-time employees who are scheduled to work on a calendar Sunday a premium of one and one-half times

their regular rate for all scheduled hours worked at straight time rates unless such hours form part of the regular work week contemplated under Article 10.01 (for example, some Smokehouse Operators and Sanitation positions).

ARTICLE 13 - REST PERIODS

13.01 The Company shall grant a fifteen (15) minute rest period as near as practicable to the middle of the first half and to the middle of the second half of the shift.

13.02 When an employee is required to work in excess of two hours beyond his/her regular scheduled quitting time, a fifteen minute rest period, paid for by the Company, shall be provided prior to the start of the overtime shift. The Company further agrees to supply a supper or six dollars and fifty cents (\$6.50) in lieu of a supper, during the aforementioned rest period.

Effective January 15, 2006, increase supper allowance to seven dollars (\$7.00).

Effective January 15, 2007, increase supper allowance to seven dollars and fifty cents (\$7.50).

Effective January 15, 2008, increase supper allowance to eight dollars (\$8.00).

ARTICLE 14 - RECOGNIZED HOLIDAYS

14.01 The recognized holidays will be as follows:

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

Effective January 1, 2006 one (1) floating holiday to be taken at a mutually agreeable time.

14.02 All employees shall be entitled to full pay for such holidays provided. However, no employees shall be entitled to be paid for such holiday if

they absent themselves without good and valid cause on the day before or the day after such holiday.

ARTICLE 15 - VACATION

- 15.01 Employees with less than twelve (12) months of seniority as of May 1st shall receive vacation pay equal to four percent (4%) of earnings from their date of hire to May 1st of the current vacation year.
- 15.02 Employees with twelve (12) months or more of seniority as of May 1st shall receive two (2) week's vacation with pay.
- 15.03 Employees with five (5) years or more of seniority as of May 1st shall receive three (3) weeks' vacation with pay.
- 15.04 Employees with twelve (12) years or more of seniority as of May 1st shall receive four (4) weeks' vacation with pay.
- 15.05 Employees with twenty (20) years or more of seniority as of May 1st shall receive five (5) weeks' vacation with pay.
- 15.06 Vacations are to be taken between May 1st and the following April 30th and shall not be carried from one vacation year to the next.
- 15.07 An employee who has four (4) weeks of vacation entitlement must take at least one of his/her weeks of vacation during the months of January to April.

ARTICLE 16 - SENIORITY

- 16.01 Seniority in this Agreement shall be a plant-wide seniority from the day of last hire.
- 16.02 (a) In the case of date duplication, an alphabetical list shall be prepared in accordance with the surname and those at the top of the list shall be deemed to be hired first.

(b) The Company agrees to post the seniority list on the bulletin board every six (6) months.
- 16.03 New employees hired by the Company will be considered as probationary employees until they have completed ninety (90) days worked during which time they may be discharged or disciplined without recourse to the Grievance Procedure. The Company will not discharge an employee for the purpose of enforcing an additional

probationary period. Upon completion of the ninety (90) days worked, the employee shall be either discharged or placed on the regular seniority list.

- 16.04 (a) In the event of a promotion, transfer, a reduction of staff or lay-off, or a rehiring of employees, the principle of plant-wide seniority shall govern the matter provided the employee is qualified to perform the work.
- (b) The exceptions to 16.04(a) will be that when employees are temporarily displaced for up to three (3) work days due to lack of work the principle of plant shift seniority will apply. When reducing staff due to lack of work for a period of four (4) hours or less remaining in the shift, the principle of department shift seniority will apply (an employee being reduced for 4 hours or less has the right to displace a part-time employee working in another department on the same shift rather than being sent home, provided the employee can perform the required work).
- (c) Employees displaced will fill vacancies created by lay-offs, in accordance with 16.04(a) and (b) provided they are qualified to perform the work.
- (d) When it can be determined that a temporary vacancy which it is necessary to fill due to an absence of an employee will exist for a period of more than three (3) work days, the Company will provide full consideration to seniority and qualifications on a departmental basis.
- 16.05 An employee reporting to work for his/her regular shift and is laid off or not required for any part of that shift due to a mechanical breakdown, shall be paid a minimum of four (4) hours at his/her regular basic hourly rate except when the employee:
- (a) Has been given advance notice not to report to work.
- (b) Is prevented from working because of an act of God such as power failure, flood or fire.
- (c) Did not keep the Company advised of his/her current address and telephone number.
- 16.06 Employees who because of a lack of work are to be laid off for a period of more than three (3) work days and who have:

- (a) Less than five (5) years' seniority shall receive two (2) day's written notice or two (2) day's basic pay in lieu of such notice.
- (b) Five (5) or more but less than ten (10) years' seniority shall receive one (1) week's written notice or one (1) week's basic pay in lieu of such notice.
- (c) Ten (10) or more years' seniority shall receive two (2) weeks' written notice or two (2) weeks' basic pay in lieu of such notice.

Copies of lay-off notices shall be given to the Stewards of the areas where the employees are to be laid off work.

In the event of a lay-off of three (3) work days or less, verbal advice shall be given to the Stewards of the areas where the employees are to be laid off.

- 16.07 (a) When recalling persons, a laid-off employee will be entitled to be recalled for a period of twelve (12) months from the date of lay-off in accordance with clause 16.04. The Company shall direct such persons by registered letter to the last address appearing on the Company's records to report to work. The person recalled shall report to work at the date and time specified in the registered letter or within seven (7) calendar days of the date of the registered letter, whichever is the later. In the event the person recalled is unable to report because of medically validated accident or sickness, or for any other valid reason, he/she shall be excused from such recall. In order to return to work, the person disabled shall provide acceptable medical evidence of physical ability to return to work.
- (b) Where an employee moves to another because of lay-off, he/she shall be returned to the position he/she held before the lay-off prior to any employee on lay-off being recalled to fill the position.

16.08 An employee shall lose his/her seniority and will be terminated from the employ of the Company when:

- (a) He/she is discharged by the Company and is not reinstated through the grievance procedure.

- (b) He/she voluntarily terminates his/her employment.
- (c) He/she has been laid off continuously for a period of more than twelve (12) months.
- (d) He/she does not return to work from lay-off as provided in clause 16.07.
- (e) He/she is absent from work for three (3) working days without a good and valid reason.

16.09 Employees' seniority will not be unreasonably terminated when they remain away from work because of sickness or disability, provided the Company is notified within a reasonable time. An employee returning from sick or disability leave after five (5) working days' absence, must, if requested by the Company, present a certificate from his/her physician stating the nature of the sickness and that the employee is fully recovered to perform his/her regular duties or defined modified duties.

16.10 When an employee is required to take time-off from work for personal reasons, he/she shall advise his/her immediate supervisor one (1) day before. In the event of the permanent closure of all or part of the plant operations, terminated employees will receive severance pay in accordance with the terms of the Ontario Employment Standards Act.

ARTICLE 17 - PROMOTION

17.01 In applying the provisions of this Article, the plant shall be divided into departments as set out in Article 26.

17.02 (a) The Company will provide training opportunities to employees on a department shift seniority basis, and when filling a back up vacancy in a department, the Company will give the senior employee on the shift the opportunity to fill the vacancy, provided he/she has the required skills and qualifications to perform the work.

(b) The Company agrees to post on the bulletin boards all full-time permanent vacancies, all back up vacancies, all training opportunities and promotions.

- 17.03 (a) To fill a permanent vacancy, such vacancy shall be posted for period of four (4) working days. Interested employees shall submit an application (obtained from their Supervisor or from the Human Resources Department) within the four (4) working days of the posting. The Company shall fill the vacancy considering plant wide seniority provided the candidate has the required level of skill, ability, efficiency and the physical capability to perform the work.
- (b) The name, department and seniority date of the employee will be posted. A copy of such notice will be forwarded to the Union office.
- 17.04 (a) When an employee is successful on a job posting, he/she shall maintain his/her existing rate unless the employee has had previous experience on the job, in which case he/she shall receive the job immediately. When an employee has maintained his/her existing classification rate he/she shall progress to the new job classification rate after successfully maintaining the new position for thirty (30) working days.
- (b) An employee who is successful on a job posting and who maintains the position after thirty (30) working days, will receive the new job classification rate retroactive to the first day of appointment of the position.

ARTICLE 18 - DEMOTION

- 18.01 In applying the provisions of this Article, the plant shall be divided into departments as set out in Article 26.
- 18.02 This Article will be applied in conjunction with 17.02(a), 17.02(b) or 17.03(a).
- 18.03 Employees wishing to bid on a lower paid job vacancy will be given the opportunity on the basis of seniority, once every twelve (12) months maximum, to successfully bid up to two classification levels lower, provided that they have the required skills and qualifications to perform the work. The exchange will take place once the Company has had the opportunity to train replacement personnel.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 Employees may be granted a leave of absence without loss of seniority, upon proper approval being obtained from the Plant Manager or his/her designate and such leave of absence shall not be unreasonably withheld.

- 19.02 In the case of pregnant females, leave of absence will be granted without loss of seniority to such persons provided that such employees shall return to work not more than sixteen (16) weeks following the birth of the child. The Company reserves the right to determine when it shall no longer be suitable for a pregnant female to continue work.

- 19.03 (a) In the event an employee is precluded from working his/her regular shift or shifts due to being called for and reporting for jury duty or jury selection, or being subpoenaed as a crown witness, the Company agrees to make-up the difference in pay between the amount received for jury duty, jury selection time, or crown witness duty, and the amount the employee would have earned for working his/her regular shift or shifts.

(b) In order to qualify for such compensation, the employee shall give seventy-two (72) hours' prior notice to his/her supervisor for such jury duty, jury selection call, or subpoena as a crown witness and present evidence of the compensation received for such period.

ARTICLE 20 - HEALTH AND WELFARE

- 20.01 (a) The Company agrees to pay for weekly wage indemnity coverage of sixty percent (60%) of a full-time employee's basic weekly earnings, for a period of twenty-six weeks effective on the first day of an accident and the fourth day of an illness.

Employees, with more than twenty (20) years of seniority at the commencement of their absence, will be eligible for thirty-nine (39) weeks of weekly wage indemnity coverage under the terms outlined above.

Employees will not be entitled to be paid any weekly wage indemnity benefits for any period of time for which they are eligible to receive Employment Insurance Sickness benefits.

Each employee will reimburse the Company for 50% of the cost of the premium for his/her weekly wage indemnity coverage by weekly deduction from his/her pay cheque.

- (b) The Company agrees to pay for Long Term Disability coverage of sixty percent (60%) of a full-time employee's basic weekly earnings, integrated with the indemnity payable by the Canada Pension Plan and Compensation Act commencing following the cessation of weekly wage indemnity coverage, provided that the employee is totally disabled to perform any work, according to the rules and regulations of the insurers.

- 20.02 (a) The Company agrees to pay for a comprehensive drug prescription plan covering full-time employees and their dependents. The plan shall have ten dollars (\$10.00) deductible for single coverage and twenty dollars (\$20.00) deductible for family coverage.

The Company will implement a generic drug card plan to include only medically necessary prescriptions. Brand name drugs will be covered under the plan in cases where, for medical reasons, the Physician specifically states no substitutions on the prescription.

- (b) The Company agrees to provide a vision care plan (under the Major Medical Plan) providing a benefit of one hundred and thirty-five dollars (\$135.00) per person every two (2) consecutive years for each employee and his/her eligible dependents, for the purchase of frames, lenses, the fitting of prescription lenses and contacts when recommended by a physician or optometrist.

The Company will increase the vision care benefit to one hundred fifty dollars (\$150.00), effective January 15, 2007, and to one hundred seventy-five dollars (\$175.00), effective January 15, 2008.

- 20.03 (a) The Company agrees to provide and pay the full premium for a fifteen thousand dollar (\$15,000.00) life insurance policy for all full-time employees.
- (b) In addition, the Company agrees to provide and pay the full premium for a fifteen thousand dollar (\$15,000.00) Accidental Death and Dismemberment policy for all full-time employees.
- (c) Retirees will be eligible for a \$2,000 basic life insurance plan which is 100% Company paid.
- (d) Subject to the availability, the Company will offer Employee Optional Life Insurance and Spousal Optional Life Insurance plans. Coverage is currently available in units of \$10,000, and all amounts are subject to the Insurer's approval.
- 20.04 **Effective February 28, 2009, the Company agrees to contribute thirty-two cents (\$0.32) per hour for regular hours worked by full-time employees into the Ontario Retail Employees Dental Benefit Trust Fund. Effective January 15, 2010, the contribution will increase to thirty-three (\$0.33) per hour.**
- 20.05 The Company agrees to pay contributions to the Trust Fund of the Canadian Commercial Workers Industry Pension Plan in the amount of fifty-five cents (\$0.55) per hour on behalf of all bargaining unit employees who have completed their probationary period (Employees). Effective January 15, 2007, the Company agrees to pay contributions of sixty cents (\$0.60) per hour. Effective January 15, 2008, the Company agrees to pay contributions of seventy-five cents (\$.75) per hour.

The hours that shall be counted for the purpose of the Company's contributions shall include hours worked, hours paid because of vacations, statutory holidays, bereavement leave and jury duty, hours paid for time spent at grievance meetings and will also include lost hours not paid by the Company for Employees attending union business when approved by the Union and the Company.

The Company will contribute for the hours specified above, to a maximum of two thousand (2,000) hours per calendar year for each employee.

These contributions, supported by a report in a format designated by the trustees of the Canadian Commercial Workers Industry Pension Plan, showing the names of Employees for whom contributions were paid and the number of hours for which contributions were paid for each Employee, will be remitted directly to the Canadian Commercial Workers Industry Pension Plan within fifteen (15) days following the end of each month to which the contributions are applicable. The Company agrees to pay any late remittance damages, interest or charges that are presently provided for in the Contribution Control Programme of the Canadian Commercial Workers Industry Pension Plan Trust Fund as of its latest revision in June 1991.

It is understood that the Company's participation in the Canadian Commercial Workers Pension Plan shall be limited to making on a timely basis the remittances as outlined herein and also providing from time to time such documents, forms, reports and information as may be required by the trustees of the Canadian Commercial Workers Industry Pension Plan provided that such are reasonably required and necessary to the administration of the Plan. The Company assumes no responsibility for pension benefits provided by the Canadian Commercial Workers Industry Pension Plan.

Effective date of Ratification, the Employer agrees that in addition to the contributions it will make to CCWIPP (Canadian Commercial Workers Industry Pension Plan), the Employer also agrees to contribute \$0.10 cents per hour to the Stabilization Fund for a period of time as determined by the CCWIPP trustees. The employer further agrees that should the Stabilization Fund cease to exist the contribution allocated to the Stabilization Fund will be added to the current CCWIPP contributions forwarded to CCWIPP. Effective December 31, 2009, the Company will increase the pension stabilization fund contributions to a total of \$0.30/hr.

- 20.06 (a) All workplace parties acknowledge their responsibility for a safe and healthy workplace. The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, for taking appropriate and effective measures, both preventative and corrective, and for protecting the health and safety of employees.
- (b) The Company agrees to establish a Joint Health and Safety Committee in an endeavor to provide safe work practices throughout the operation and such committee shall meet as

often as necessary, as determined by the co-chairs, but not less than once per month at a scheduled time and place. The Company acknowledges the right of the Union to appoint or otherwise select from the membership five (5) employee representatives.

- (c) It is the intention of the Company and the Union to resolve safety issues internally. However, the Company and the Union agree that any safety issues tabled at the Joint Health and Safety Committee which cannot be resolved to the mutual satisfaction of the Company and the Union within a reasonable period of time, may be referred by either party to the Ministry of Labour.
- (d) Minutes of the Joint Health and Safety Committee meetings will be forwarded to the current Union Representative by the Company on a monthly basis.

20.07 Adequate rest rooms shall be provided and kept heated and ventilated and in good, sanitary condition. The employees shall cooperate with the Company in keeping the rest rooms in clean and sanitary condition.

20.08 In the event an employee is required by the Company, the local Board of Health, or any governmental agency to take a medical examination, x-ray or other tests, such shall be arranged on Company time and at the expense of the Company.

ARTICLE 21 - BEREAVEMENT PAY

21.01 The Company agrees to pay employees for five (5) working days time off in the event of bereavement in the family as follows: mother, father, wife, husband, child, brother, sister. The Company further agrees to pay employees for three (3) working days time off in the event of bereavement in the family as follows: mother-in-law, father-in-law, grandparents, grandchild, brother-in-law, sister-in-law. The Company will only pay for working days time off that is taken not later than two days following the day of the funeral.

ARTICLE 22 - WORKING CONDITIONS

22.01 The Company agrees that its shop and factory shall be properly ventilated and maintained in a sanitary condition. The Union shall

co-operate with the Company to practice good housekeeping methods.

ARTICLE 23 - UNION LABEL

23.01 The Company agrees to put the Union label on all pickled, smoked meats, etc.

ARTICLE 24 - UNION SHOP CARDS

24.01 The Union agrees to supply the Company with a display card which the Company agrees to exhibit in a prominent place in its ship or factory. Such card shall be the property of the Union and shall be returned on demand.

24.02 The Company will provide the Union with lockable display cabinets for posting notices of Union meetings, social affairs or any reasonable non-controversial business matter of the Union. The Union will provide a copy of any such postings to the Plant Manager or designate prior to posting.

ARTICLE 25 - CO-OPERATION

25.01 The Company and the Union agree to work through a joint committee and endeavor to promote the sale of union-made delicatessen products whenever possible.

25.02 The Company and the Union agree to participate in a Labour-Management Committee which will meet to discuss matters of mutual concern. An agenda outlining subjects to be discussed will be provided by the parties to each other prior to the date of the meeting.

The Committee will be comprised of three Union representatives and three Management representatives who will meet on a monthly basis. Meetings will normally be held during the day shift and employees attending the meeting will suffer no loss of pay while attending.

The Company acknowledges the right of the Union to appoint or otherwise select from the membership three (3) Labour Management Committee members.

ARTICLE 26 - HOURLY RATES OF PAY

26.01 Subject to his/her length of seniority, a full-time employee will be paid the applicable rate for the classification into which his/her job fits.

The following departments shall be recognized:

- Kitchen
- Maintenance
- Packaging
- Curing
- Sanitation
- Shipping/Receiving/ Plant Services

All jobs within the above departments shall be classified as follows:

Classification	Department	Job Title
1 (Unskilled)	All	Heavy General and Light General Labourers (HGL's and LGL's)
2 (Semi Skilled)	Shipping/Receiving/Plant Services	Janitor
	Sanitation	Sanitation
	Curing	Trimmer
	Kitchen and Packaging	Material Controller
	Shipping/Receiving/Plant Services	Meat Receivers
	Shipping/Receiving/Plant Services	Shippers
	Dry Goods	Dry Goods Receivers
	Kitchen and Curing	Formulators
	Curing	Curing Machine Operators
	Kitchen	Kitchen Machine Operator
	Packaging	Packaging Machine Operator
	Packaging	Slicer Operator
3 (Skilled)	Kitchen	Smokehouse Operators
4	Maintenance	Mechanics B
5	Maintenance	Mechanics A
6	Maintenance	Mechanics AA
7	Maintenance	Electromechanic
		Electro Technician

The following rates of pay will be applicable to the above Jobs:

Effective		Class. 1	Class. 2	Class. 3	Class. 4	Class. 5	Class. 6	Class. 7
January 15, 2009	Starting	11.90	12.25	12.70	21.80	22.50	24.50	25.05
	After 1 yrs. Seniority	12.90	13.25	13.70	21.80	22.50	24.50	25.05
	After 2 yrs. Seniority	13.90	14.25	14.70	21.80	22.50	24.50	25.05
	After 3 yrs. Seniority	15.15	15.50	15.95	21.80	22.50	24.50	25.05

Effective		Class. 1	Class. 2	Class. 3	Class. 4	Class. 5	Class. 6	Class. 7
January 15, 2010	Starting	12.25	12.60	13.05	22.80	23.50	25.50	26.05
	After 1 yrs. Seniority	13.25	13.60	14.05	22.80	23.50	25.50	26.05
	After 2 yrs. Seniority	14.25	14.60	15.05	22.80	23.50	25.50	26.05
	After 3 yrs. Seniority	15.50	15.85	16.30	22.80	23.50	25.50	26.05

- i) Effective date of Ratification all active employees will receive a one time lump sum payment of \$300.00.
- ii) Effective date of Ratification all Production employees will receive \$0.20 per hour for all hours paid retroactive to January 15, 2009.
- iii) Effective date of Ratification all Maintenance employees will receive \$1.00 per hour for all hours paid retroactive to January 15, 2009.
- iv) Effective January 15, 2010, all Production employees will receive \$0.35 per hour wage increase.
- v) Effective January 15, 2010, all Maintenance employees will receive \$1.00 per hour wage increase.

26.02 Full-time non-probationary employees who are required to perform work in a higher paid classification for at least one (1) hour per day will be paid the appropriate higher rate of pay for the time so worked.

26.03 Lead Hand positions may be created as required by the Company to perform work and direct the work of others. The Union will be advised prior to the introduction of Lead Hands. The Company will post vacant Lead Hand opportunities and successful applicants will be chosen based on seniority, skill, ability, efficiency, physical capability, and perceived leadership qualities. Lead Hands will not have the authority to hire, fire, or directly discipline other employees. If it is found through the grievance process that a Lead Hand is not following the guidelines as set out, s/he will be removed from the position and returned to his/her previous position and rate.

While performing the duties of a Lead Hand, a premium of one dollar (\$1.00) per hour shall apply. There shall be no pyramiding of premium payments.

ARTICLE 27 - TERM OF AGREEMENT

- 27.01 This Agreement shall take effect as of the date of ratification and shall remain in effect until the 14th day of January, **2011** and thereafter from year to year, unless either party gives to the other party notice in writing of cancellation or of amendment, within the period of ninety (90) days prior to the date of expiration.
- 27.02 This Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements, both written and oral.

Agreed this _____ day of _____, 2009.

FOR UNITED FOOD AND
COMMERCIAL WORKERS
CANADA, LOCALS 175 & 633

FOR MAPLE LEAF MEATS INC.
150 Bartor Road
Weston

LETTER OF UNDERSTANDING

The Company recognizes employee concerns regarding job security. The Company and the Union understand the importance of the Company's continued competitive position in the market place and its requirement for economic survival.

The Company prefers to have work done by its employees. However, it may be necessary to have work performed by outside services.

The relevant factors which the Company will consider before using outside services include: adverse effect on employees (ie. lay-off) availability or required skills, urgency of the job, cost and economic factors.

If work performed by outside services results in lay-off of any of the existing employees, the Union will have recourse to the grievance procedure.

LETTER OF UNDERSTANDING

Re: Weekend Overtime for Mechanics

1. The parties agree that when overtime is required of mechanics on Saturday and/or Sunday, the mechanics who normally work in each operating area will work overtime unless the employees notify the Company in advance that they have other commitments.
2. All weekend overtime will be posted on the maintenance board, normally by Thursday, by means of a log sheet onto which the mechanics will indicate their intent to work. Any refusal to work will be considered as being at work for overtime rotation purposes.
3. The Company will allocate the qualified mechanics for the jobs to be done. Other required maintenance overtime will be done on a rotational basis by qualified mechanics.
4. The parties also agree that the Company will keep posted the overtime for all mechanics and a revision will be done on a quarterly basis. Any imbalance in overtime will be made up, subject to business conditions, over the next quarterly period.

LETTER OF UNDERSTANDING

Re: Technological Change

In the event the Company introduces technological change in the form of new equipment, the parties understand that the affected employees who are determined to be redundant as a result of technological change will be dealt with in accordance with Article 16 of the Agreement.

Furthermore, the Company agrees to meet with the Union two weeks prior to the implementation of the new equipment in order to discuss issues relating to the displacement of employees.

LETTER OF UNDERSTANDING

Re: Training and Education Fund

The Company agrees to contribute three cents (\$0.03) per hour to the United Food and Commercial Workers Canada, Locals 175 & 633 Training and Education Fund for all hours paid and worked by all bargaining unit employees.

LETTER OF UNDERSTANDING

Re: Procedure for Staff Reductions

It is agreed that the following procedure will apply to staff reductions in excess of 3 working days.

The junior employee within the affected job classification (referred to as Employee A) will be allowed to either:

- (1) Displace the most junior employee in the department in the same classification and retain his/her rate of pay.

Or

- (2) Exercise his/her seniority and displace the most junior employee within his/her department on the same shift.

Or

- (3) Where option 2 above does not apply because Employee A is the most junior employee within the department on the affected shift, he/she will be allowed to displace the most junior employee on his/her shift in another department.

The employee displaced in option 2 by Employee A will be allowed to exercise option 1 and 3.

The employee displaced by a more senior employee under option 1 or 3 will then be moved to the vacancy created by a lay-off of the most junior employee in the plant.

Affected employees will be allowed to exercise the above 3 options only if they can perform the job to the satisfaction of the Company.

An employee displaced to a lower job classification shall not have his/her rate of pay reduced for up to twelve weeks including lay-off after which the lower job classification rate will apply.

MEMORANDUM OF AGREEMENT

Employees who were hired prior to March 1, 1999 and who are subsequently laid off will be given the work that would normally be performed by part-time employees provided that they inform the Company, in writing, prior to being laid off that they are willing to perform part-time work and provided that they can perform the required work. If any such employee informs the Company, in writing, prior to being laid off, that he/she is willing to perform the part-time work, a copy of such will be given to the Union.

When a laid off full-time employee who was hired prior to March 1, 1999, works part-time, he/she will not be paid \$9.00 per hour but rather will be paid his/her regular rate prior to being laid off.

Such employees will be paid for all hours worked at their straight time rate until they have worked in excess of eight (8) hours on a shift.

This Memorandum will remain in effect unless changed through subsequent negotiations.

Agreed this _____ day of _____, 2005.

FOR UNITED FOOD AND
COMMERCIAL WORKERS CANADA,
LOCALS 175 & 633

FOR MAPLE LEAF MEATS INC.
150 Bartor Road
Weston

Optional Employee Life Insurance

How Much Can I Buy?

You may purchase optional life insurance in unit of \$10,000, up to a maximum of \$200,000.

How Much Will it Cost?

Premium rates depend on your age, gender and whether or not you smoke. All premiums are deducted from the payroll.

The following table represents the current monthly cost of every \$10,000 of life insurance:

Age	Non-Smokers		Smokers	
	Male	Female	Male	Female
<30	0.70	0.40	1.00	0.60
30 - 34	0.50	0.30	0.70	0.40
35 - 39	0.70	0.40	1.00	0.60
40 - 44	1.10	0.70	1.70	1.00
45 - 49	2.00	1.20	3.00	1.80
50 - 54	3.20	1.90	4.80	2.90
55 - 59	5.20	3.10	7.90	4.70
60 - 64	7.40	4.40	11.10	6.70

The above rates are subject to change and to provincial sales tax where applicable. PLEASE SEE EXAMPLE CALCULATION ON REVERSE.

Will I have to Answer Medical Questions To Be Approved?

Yes, you must complete a medical questionnaire, and return this form to the insurer for review. The insurance company may require additional information and will contact you directly. Your plan administrator will inform you if coverage is approved. The insurer will send you a letter if your coverage is declined.

What if I leave the Company?

Your optional employee life insurance coverage can be converted to an individual policy upon termination of employment.

Optional Spousal Life Insurance

How Much Can I Buy?

You may purchase insurance on the life of your spouse, in units of \$10,000, up to a maximum of \$200,000.

How Much will it Cost?

Premium rates depend on the age, gender and smoking status of your spouse. All premiums are deducted from the payroll. To determine the cost of spousal life insurance, please refer to the same table as the Optional Life Insurance. PLEASE SEE EXAMPLE CALCULATION ON REVERSE.

Will my spouse have to Answer Medical Questions to Be Approved?

Yes. All amounts of spousal life insurance are subject to medical evidence, therefore, the entire application form must be completed. You do NOT, however, need to have your spouse's doctor complete the form. The insurance company may require additional information and will contact you directly. Your plan administrator will inform you if coverage is approved. The insurer will send you a letter directly if your coverage is declined.

What if I leave the Company?

Your spousal life insurance coverage can be converted to an individual policy upon termination of employment.

HOW TO CALCULATE OPTIONAL EMPLOYEE AND SPOUSAL LIFE INSURANCE

Step 1: Select your **amount of coverage**, based on multiples of \$10,000.

Step 2: Find your **premium rate** on the chart, based on your gender, age, and whether or not you smoke.

Please note that if you are calculating the spousal life insurance premium, use the age, gender and smoking status of your spouse.

Step 3: Work through the **calculation**.

Premium	=	Amount selected	÷	10,000	x	RATE
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Example:

	EMPLOYEE 42 year old male non-smoker	SPOUSE 42 year old female smoker
Amount of coverage	\$100,000	\$100,000
Divide by 10,000	10	10
Multiply by premium rate <i>(from chart)</i>	1.10	1.00
Monthly premium deduction	\$11.00	\$10.00

Please note that provincial sales tax will be added to the premium cost where applicable.