

# **COLLECTIVE AGREEMENT**

**between**

**MAPLE LEAF PORK**  
**A DIVISION OF MAPLE LEAF FOODS INC.**  
**(hereinafter referred to as the Company)**

**and**

**UNITED FOOD AND COMMERCIAL**  
**WORKERS CANADA, LOCAL 175**  
**(hereinafter referred to as the Union)**



**EFFECTIVE DATE: APRIL 1, 2004**

**EXPIRY DATE: MARCH 31, 2007**

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A DIVISION OF MAPLE LEAF FOODS INC  
(Hereinafter referred to as the Company)**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175  
(Hereinafter referred to as the Union)**

### **ARTICLE 1 - PURPOSE**

- 1.01 The Company and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to promote efficiency and service, and set forth herein the basic agreement controlling rates of pay, hours of work, dispute procedures, and conditions of employment.
- 1.02 There shall be no effort by either signatory to misinterpret, read into, or delete from any of the provisions of this agreement.
- 1.03 Therefore, this agreement between the Company and the Union, signed by the accredited officials of both parties, has been mutually agreed upon, and the terms laid out shall be carried out in letter and spirit by both parties.

### **ARTICLE 2 - RECOGNITION**

- 2.01 The Company recognizes the United Food and Commercial Workers International Union, Local 175 as the bargaining agent of all employees of Maple Leaf Pork working at, working in and out of its plant at Appleby Line, Burlington, save and except foreperson, persons above the rank of foreperson, laboratory staff, office, clerical and sales staff, students employed during the school vacation period and Operating Engineers.
- 2.02 For the purpose of clarification, employees working in the first aid area of the plant are considered as part of the office staff by the parties to the agreement.
- 2.03 Part-time - Part-time employees are employees who are scheduled for 24 hours or less in a calendar week, and are not entitled to the provisions of

Articles 10 through 18 inclusive, schedules "A", "B", "C", & "D" of this Agreement, except as follows:

- a) Part-time employees will be eligible for public holiday pay for their scheduled hours on such holiday provided that they report for work on their regularly scheduled work-day before and after the holiday.
- b) Part-time employees will be eligible for vacation pay as set forth in the Employment Standards Act of Ontario.
- c) Part-time employees will be eligible for the provisions of Articles 14.04 through 14.12 inclusive, 14.15, 14.16 and Schedule "C", #2.

#### 2.04 Part-time Seniority

- a) No employee hired prior to the date of ratification, shall be assigned to the part-time classification.
- b) Part-time employees can exercise their seniority only amongst other part-time employees for the purpose of maximizing their hours within the twenty-four (24) hour qualification subject to their ability to perform the available work.
- c) Seniority shall be based on the last date of hire. A seniority list of part-time employees will be created and distributed in accordance with Article 10.02.
- d) The twenty-four (24) hour maximum qualification for part-time status is based on a three (3) month average to be calculated at March 31, June 30, September 30 and December 31 of each year. The hours used in the calculation shall exclude those hours assigned to replace vacations and absences due to sickness/accident.
- e) In the event the employee exceeds the twenty-four (24) hour maximum then he shall be paid at the category rate for all work exceeding twenty-four (24) hours and be entitled to benefits, excluding Weekly Indemnity, until the next calculation of hours (3 months), provided they have six complete months of seniority.
- f) Part-time employees shall have the right to apply for a full time posting, and will be given preference prior to hiring an outside candidate. A part-time employee selected on this basis shall begin the requirements of the Full Time probation period.
- g) Part-time employees hired by the Company shall be considered as probationary employees until they have completed 520 hours worked,

during which time he may be discharged or disciplined without recourse to grievance procedure. The employer may not discharge the employee for purposes of enforcing additional probationary period. Upon completion of the 520 hours worked, the employee shall be either discharged or placed on the part-time seniority list as of the date of the commencement of his probationary period.

The Company agrees that should an employee be terminated between 350 hours and 520 hours worked, the Union will be supplied with the information surrounding the dismissal, and the subject will be open for discussion with the Union.

- 2.05 Use of the Masculine gender in this agreement shall be considered also to include the feminine.
- 2.06 Supervisors will not normally perform any work performed by bargaining unit employees.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 The Company agrees to deduct weekly from each employee in each calendar month the regular weekly Union dues, and to remit such monies to the Financial Secretary of the Local before the fifteenth day of the following month in which such deductions were made. A list showing the names of the employees from whom such monies were deducted shall accompany each monthly check off cheque. The Union agrees to notify the Company of the amount of dues to be deducted.

In addition to the regular dues, twice the regular weekly Union dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the check-off immediately preceding until all delinquent weeks have been accounted for.

- 3.02 The Company agrees that it shall be a condition of employment that any employee, who at the date of the signing of the Agreement was a member of the Union in good standing, shall maintain such membership.

Employees hired on or subsequent to the date of the signing of this Agreement shall, as a condition of employment, become members of the Union within one (1) day following the date of their employment, and shall thereafter maintain membership in the Union in good standing. The Company will procure from such new employees the necessary membership applications, and membership in the Union shall be granted within the above mentioned one (1) day.

For the purpose of this Agreement, employees who are or who become members shall be deemed to maintain their membership in the Union in good standing provided they pay, in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular Union dues, and periodic assessments uniformly required of all members of the Local Union.

Special assessments, if levied in accordance with the Constitution and By-laws of the Union, will be deducted from members of the Union upon proper notifications from the Union.

- 3.03 The Union dues and initiation fee list will be provided to the Union by Email (remit@ufcw175.com) or on a computer diskette.
- 3.04 Any representative of the International Union, upon permission from the main office of the Company and by appointment, may enter the Company's premises in the administration of this Agreement, provided he does not interfere with the employee's duties to his employer.

#### **ARTICLE 4 - MANAGEMENT FUNCTIONS**

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

#### **ARTICLE 5 - DISCRIMINATION**

- 5.01 No person shall be refused employment or in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization.
- 5.02 The Company and the Union agree that in accordance with the Ontario Human Rights Code, they shall not discriminate against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

#### **ARTICLE 6 - STEWARDS AND COMMITTEES**

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select from the Union membership a Plant Chairperson whose name will be supplied to the Company.

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

- 6.02 A list of the stewards appointed, or otherwise selected, shall be supplied to the Company. The Company shall be advised immediately by the Union, in writing, of any change to this list. The Union will be informed promptly of other than temporary changes in supervision.
- 6.03 The Company recognizes and agrees that members of the Plant Committee and Committee Chairman (Pension Committee, Health and Safety Committee and Compensation Co-ordinator) are required from time to time to investigate and process grievances or discuss with Supervisors other matters affecting employees. When it becomes necessary for a Committee person to leave his/her job during working hours to attend these matters, they will give Supervisors as much advance notice as possible, at which time Supervision will make arrangements for the Committee person to be relieved within one hour after receiving such notice. The Committee person must advise his/her Supervisor as to what the general nature of business is and how much time they require. The Union agrees that there will not normally be duplications of duties or responsibilities of its Stewards and Officers, however, it is recognized that there may be times when, because of circumstances, the Union or the Company may deem it necessary to have more than one representative attend to the matter. The Committee person must inform the appropriate Supervisor of the department into which he is entering.
- 6.04 An employee shall be accompanied by a Steward, or Chief Steward, or the Plant Chairperson, when being interviewed in the presence of a Foreperson or Company Supervisor, where a matter is being discussed that could lead to discipline.
- 6.05 Chief Steward and the Plant Chairperson will be working steady day shift. If the Chief Steward or the Plant Chairperson are absent for legitimate reasons (personal or Union business) they shall designate an alternate, these alternates will work steady day shift on a transfer basis during the absence provided the absence is in excess of 4 working days.
- 6.06 The Chief Steward will be excused four (4) consecutive hours per day with pay at times mutually agreed upon to attend to Union matters in the facility.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

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

If an employee has a complaint, he/she shall discuss it with their immediate Supervisor within five (5) working days after the circumstances giving rise to the complaint first occurred or originated or the employee reasonably ought to have known of the circumstances. The immediate Supervisor shall communicate their reply to the complainant within two (2) working days. If such complaint is not settled to the satisfaction of the employee concerned, the employee may file a written grievance.

STEP 1 The aggrieved employee shall present his grievance in writing at a meeting with his immediate department Supervisor, and shall have his Steward present. If a settlement satisfactory to the employee concerned is not reached within two (2) working days, the grievance may be presented as follows at any time within the five (5) working days thereafter.

STEP 2 The aggrieved employee shall present his grievance to the Industrial Relations Manager, Department Supervisor and the General Supervisor, or designates, and shall be represented by the Chief Steward and the Department Steward. If a settlement satisfactory to the employee concerned is not reached within two (2) working days, the grievance may be presented as follows at any time within the fifteen (15) working days thereafter.

Policy Grievances shall be presented at Step 2.

STEP 3 The aggrieved employee may present his grievance to the Vice President of Manufacturing, Production Manager, Senior Manager Human Resources, Industrial Relations Manager, or their designates of the Company and a Committee composed of Chief Steward, Steward from the Department, and Plant Chairperson. The full-time Representative of the Union may be in attendance. Should no settlement satisfactory to the employee be reached within five (5) working days from the date of the Company response, the grievance may be referred by either party to a Board of Arbitration as hereinafter provided.

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

7.03 In this article, a grievance shall consist of any dispute concerning interpretation, application, "or administration", or alleged violation of any clause in this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the



- question may be taken up through the grievance procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the grievance procedure.
- 7.04 No grievance shall be considered where the circumstances giving rise to it occurred, or was known, more than five (5) full working days before the filing of the grievance.
- 7.05 No employee shall be disciplined or discharged without just cause.
- 7.06 In the case of a individual grievance when the grievor is an off-shift employee and a grievance meeting is scheduled outside his regular shift, the grievor shall be paid his base regular wage for the time spent in the actual grievance meeting. If the Company requires other individual(s) to attend such grievance meetings they will be paid at their base regular wage for the time spent in the actual meeting.

## **ARTICLE 8 - ARBITRATION**

- 8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure outlined above, and which has not been settled to the satisfaction of the employee, will be referred to a Board of Arbitration at the request of either of the parties hereto within thirty (30) working days from decision referred to in Article 7.01, Step 3.
- 8.02 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union, and third person to act as Chairman, agreed to by the other two members of the Board.
- 8.03 Within forty-eight (48) hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 8.04 Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario shall be asked to nominate a third party to act as Chairman.
- 8.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties.
- 8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of his Agreement or to substitute any new provisions for any

existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

An Arbitrator shall have the power to modify any penalty imposed by the Company.

- 8.07 Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairman.
- 8.08 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

### **ARTICLE 9 - NO STRIKE - NO LOCKOUT**

- 9.01 During the term of this Agreement there shall be no lockout by the Company, or any strike, sit down, slow down, work stoppage, or suspension of work, either complete or partial, for any reason by the employee unless for Health and Safety reasons as per legislation.
- 9.02 Employees covered by this agreement shall have the right to refuse to cross a legal picket line.

### **ARTICLE 10 - SENIORITY**

- 10.01 An individuals seniority date will be the employees date of last hire.
- 10.02 In case of date duplications, an alphabetical list shall be prepared in accordance with the surname and those at the top of the list shall be deemed to be hired first. The Company shall prepare a list indicating employee seniority and department, which will be revised each month, and a copy of the revised list shall be delivered every month to the Plant Chairperson of the Local, the Chief Steward, and Department Stewards, and a copy will be sent to the Union Office.
- 10.03 a) New employees hired by the Company shall be considered as probationary employees until they have completed ninety (90) working days of employment in any twelve (12) month period, during which time he may be discharged or disciplined without recourse to grievance procedure. The employer may not discharge the employee for purposes of enforcing additional probationary period. Upon completion of the ninetieth (90) working day, the employee shall be either discharged or placed on the regular seniority list as of the date of the commencement of his probationary period.

The Company agrees that should an employee be terminated between the 60th and 90th day, the Union will be supplied with the information surrounding the dismissal, and the subject will be open for discussion with the Union.

- b) Employees re-hired by the Company, who have previously completed a probationary period as a full time employee, shall be considered as probationary until they have completed thirty (30) working days of employment from the date of re-hire.

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

- a) If an employee voluntarily quits.
- b) If the employee is discharged and the decision is not reversed through Grievance Procedure.
- c) If the employee is absent from work for three (3) consecutive working days without securing a leave of absence from his Supervisor, unless reasons satisfactory to the Company for such absence are supplied. An employee returning to work from an absence due to illness or injury shall present a certificate from his or her Physician stating the nature of the illness or injury, verifying that the employee was unable to work, and that the employee is reasonably recovered to fully perform the duties of his job. The Company will reimburse the employee for the cost of the certificate.
- d) If an employee has been laid off and fails to return within five (5) working days after he has been notified to do so by registered mail to his last known address with the Company, unless reasons satisfactory to the Company are supplied. (It shall be the employee's responsibility at all times to keep the Company informed as to his current home address.) The Company shall then inform the Union Office of the change.
- e) If the employee is laid off twelve (12) consecutive months.
- f) Employees off on compensation shall continue to retain their seniority while absent in accordance with the Workplace Safety and Insurance Act.
- g) The employees on authorized sick or disability leave will only accumulate seniority on the following basis:-

Length of Employee's Service

Over 6 months

Allowable Break

Time equivalent to length of service not in excess of 36 months. An employee who returns to work within the time of an allowable break shall retain the seniority he had at the time he was laid off and accumulate additional seniority for the period of the lay-off.

10.05 The Company agrees to adjust its seniority lists to reflect the following departments:

Hog Kill	10
Hog Cut	12
Ham Boning	14
Conversion	16
Rendering/Sewage	30
Janitor	37
Maintenance	40
Sanitation	50
Laundry Glove Wash	55
Dry Goods Warehouse	60
Shipping	70
Delivery	80
Cafeteria	98

#### **REDUCTION IN WORKING FORCE**

10.06 When an indefinite lay-off occurs.

- a) The Company agrees to give forty-eight (48) hours notice, excluding weekends, to the Chief Steward and the employees concerned, unless prevented by Acts of God or causes beyond the control of management.
- b) The Chief Steward and the Department Steward shall be given a list forty-eight (48) hours in advance, excluding weekends, of employees to be laid off or recalled, unless prevented by Acts of God or causes beyond the control of management.

10.07 When an indefinite lay-off occurs, the Company agrees to lay-off the most junior employee in the plant, provided that the employees remaining have skill, competence, and efficiency to do the work.

The reduction of the work force will be done in the following steps:

- 1) Those employees who have been deemed to be laid off shall use their seniority to displace the junior employees working in the department on the shift where the shortage of work has occurred

providing the remaining employees in the department have the skill, competence and efficiency to do the work.

- 2) The employees who have been displaced by step 1 now may use their seniority to displace junior employees working on other shifts within the department or using their seniority, they may displace junior employees in the plant on the shift where the original shortage of work occurred provided they have the skill, competence and efficiency to do the work. The Company (Personnel Manager) and the Union (Chief Steward) will determine the junior positions, trying to match skilled and non-skilled positions. Should the employee not qualify or chooses not to take the first available position as determined by the Company and Union they will proceed to Step 3.
- 3) Those employees who now have been displaced from the shift may use their seniority to displace those junior employees working in the plant provided the remaining employees have the skill, competence and efficiency to do the work. The Company (Personnel Manager) and the Union (Chief Steward) will determine the junior positions trying to match up skilled and non-skilled positions. Should the employee not qualify or chooses not to take the first available position as determined by the Company and Union they will proceed to step 4.
- 4) The most junior employees working in the plant are laid off provided the remaining employees have the skill, competence and efficiency to do the work. Having the skill, competence and efficiency to do the work, as indicated in this Agreement, means to qualify reasonably quickly for the required work. Those who can qualify reasonably quickly will be entitled to a trial of two working days. Employees with Permanent Work restrictions cannot be displaced from a Permanent Modified Job unless their position is eliminated or their seniority determines they should be laid off.

10.08 In the case of a reduction in a department, an employee taking a position in his home department shall immediately receive the rate of pay for the new position. In the case of a reduction in a department, an employee taking a position in another department shall immediately receive the rate of pay for the new position.

10.09 For the purposes of this Collective Agreement, every employee shall have a home department. Employees must return to their home department when a vacancy occurs if their reduction occurred within the previous twelve months provided they have the skill, competence, and efficiency to do the job. The classified department of each employee on the signing of the Collective

Agreement shall be his home department. Employees will lose the right to return to their home department when they have successfully bid on a job in their new department.

#### Increase in Working Force

- 10.10 Employees will be recalled in reverse order of lay-off.
- 10.11
- a) Employees possessing seniority in the department on the shift in which the staff is being increased, will be recalled in the reverse order to that in which they were laid off, provided they can perform the required work satisfactorily.
  - b) A laid off employee must take the first job open in his department on his shift or his employment will be terminated, unless due to physical difficulties the employee cannot do the job and both the Union and Company agree that the employee is exempt.
  - c) Prior to any outside hiring, laid off employees must accept the job opening on their shift, or their employment will be terminated, unless due to physical difficulties the employee cannot do the job and both the Union and Company agree that the employee is exempt. Unskilled employees will not be recalled for skilled classifications.
- 10.12 In the case of a recall, an employee taking a job in his home department will receive the rate for the job to which he is recalled.

### **ARTICLE 11 - VACANCIES**

- 11.01 When a vacancy is required to be filled in a department, a job posting with the job title, job rate and schedule will be posted in the cafeterias for a period of forty-eight (48) hours. The job will be filled by the bidder with the greatest plant seniority in the department who has the skill, competence and efficiency to perform the work. If no bid is received from an employee of that department, the job will be filled by the bidder with the greatest plant seniority who is able to satisfactorily perform the work to be done. If no employee working or laid off on the plant-wide seniority list bids the job, the most senior laid off employee will be recalled, as covered in 10.11(c). Bid slips must be signed, dated, time punched, and placed in the bid drop off box outside personnel to be honoured.

Job vacancies that have been deemed to be modified jobs will not be posted.

- 11.02 An employee who successfully bids a new job will be placed on the new job not later than two (2) weeks where practical.
- 11.03 An employee selected on this basis will be given an opportunity of fulfilling the duties of the new position during a reasonable trial period of thirty (30) working days. If the employee fails to meet the requirements of the job at any time during the trial period, he will be returned to his former job.
- 11.04 When an employee successfully bids down on a new job, he shall receive the job rate immediately. When an employee bids on a higher rated job, he shall progress to the new job classification within thirty (30) working days. If the employee has had previous practical experience in the classification, he shall receive the classification rate.
- 11.05 An employee who successfully bids a new job shall not bid on a further opening for a twelve (12) month period, unless the employee is bidding for a job in a higher class level.

#### **ARTICLE 12 - TEMPORARY TRANSFERS**

- 12.01 It is not the intention of the Company to utilize temporary transfers to transfer anyone for more than four (4) weeks.
- 12.02 An employee on temporary transfer shall retain his seniority in his home department during the period of the transfer. For temporary transfers from one department to another, the Company will transfer the employee with the least seniority who has the skill to do the job. An employee who, because of skill and competence, is temporarily transferred on a repetitive basis, may register his objection to such repetitive transfers to the Personnel Manager and Chief Steward, in which case the Company will, subject to seniority, have four (4) weeks to obtain a replacement who can perform the work satisfactorily or to train another employee who possesses suitable qualifications and can qualify reasonably quickly for such temporary transfers.
- 12.03 Any employee transferred shall receive the rate of pay of the job he is transferred to, but not less than his regular job rate. Payment to the employee of the job rate shall not be used as evidence in assessment of skill, competence, and efficiency in other provisions of the Collective Agreement.
- 12.04 If the Company makes a transfer, employees in the home department with the most seniority will be given the first choice to fill the transfer. Employees transferred in the home department will be paid the rate he is transferred to, but not less than his regular job rate when such transfer is caused by a shortage of work.

## **ARTICLE 13 - LEAVE OF ABSENCE**

- 13.01 In an attempt to give all employees an opportunity to enjoy vacations during the summer months, leaves of absence will not be granted from June 15 to September 15. The Company may grant leaves of absence, without pay, to any employees for legitimate personal reasons for up to two (2) months, including vacation period. The Company will notify the Union, in writing, of all such leaves of absence, along with the name of the person the leave was granted to. If an employee was denied leave of absence, the Company will notify, in writing, the employee and the Union, the reason for denial. During such leave, the employee will accumulate seniority. Employees should notify the Company as soon as possible of an intended application.
- 13.02 If an employee uses his leave of absence for any other purpose than for which it was granted, he shall be deemed to have resigned. Leaves of absence will not be granted for the purpose of allowing any employee to take another position temporarily, to try out new work, or to enter into business for himself.
- 13.03 An employee who may be elected or appointed to a full time position with the Union upon proper notice, to be agreed upon by Management, shall be granted leave of absence without pay, not to exceed one (1) year. Such leave of absence however, may be extended from year to year by the Management. While on such leave, he/she shall accumulate seniority. Upon one (1) months notice of a desire to return to work for the Company, he/she shall be placed on their job previously held, or one of equal pay, providing they are physically fit and capable of performing the work.
- 13.04 Maternity leave as per legislation.
- 13.05 Parental leave as per legislation.
- 13.06 Special leave of absence without pay up to eight (8) weeks duration will be granted to an employee who is a bona fide candidate for Federal, Provincial or Municipal election requests for such leave will not be granted to more than one (1) employee from the same department at any one time.

In the event the employee is elected to the House of Commons, Provincial Legislature or an elected full-time job at the Municipal level, he/she shall upon notice, be granted leave of absence without pay or loss of seniority during the period he/she holds office. Upon one (1) months notice of return to work for the Company, he/she shall be placed on their job previously held or one of equal pay, providing they are physically fit and capable of performing the work.



- 13.07 When an employee attends the funeral of an immediate relative, he shall receive eight (8) hours pay at his regular rate for the day of the funeral and for two (2) other days to be taken not later than two (2) days following the day of the funeral, provided that such payments are made only in respect of absence from work on his regular work days. Pay shall be conditional upon presentation of satisfactory documentation (ex. obituary, death certificate, coroner's report). For the purpose of this clause, an immediate relative shall be one of the following: Mother, Father, Wife, Husband, Daughter, Son, Step-Children, Father-in-Law, Mother-in-Law, Sister, Brother, Grandparents, Grandchildren, and Step-parents. The guaranteed week shall be reduced proportionately to the number of days taken off.
- 13.08 When an employee is notified of a death of an immediate relative and is unable to attend a funeral, he shall receive sixteen (16) hours pay (two days) at his regular rate provided that such payments are made only in respect of absence from work on his regular work days. Pay shall be conditional upon presentation of satisfactory documentation (ex. obituary, death certificate, coroner's report). For the purpose of this clause, an immediate relative shall be one of the following:- Mother, Father, Wife, Husband, Daughter, Son, Father-in-Law, Mother-in-Law, Sister, Brother, Grandparents, Grandchildren, and Step-parents. The guaranteed week shall be reduced proportionately to the number of days taken off.

#### **ARTICLE 14 - GENERAL**

- 14.01 A separate enclosed bulletin board will be made available and marked 'Union' for the purpose of posting notices which have been approved by the Company. The Company shall provide an additional bulletin board for the Traffic Department and the Hog Kill Department. The Company will provide an additional bulletin board subject to approval of location.
- 14.02 It is agreed that neither party to this agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this agreement.
- 14.03 An employee who is required to work more than one and one-half (1½) hours beyond their scheduled shift in any day, shall receive a meal allowance of \$7.00.
- 14.04 The Company agrees to give to all employees covered by this agreement two (2) coffee breaks in each shift, one in the first half and one in the second half of the shift, of fifteen (15) minutes duration each, and every two (2) hours thereafter when working, except where the employee is provided with a hot meal. These coffee breaks shall be as close as possible to the middle of the shift, and will be staggered where practical. An employee who begins work at

least two (2) hours prior to the regular shift time shall receive a break of fifteen (15) minutes prior to the start of the regular shift.

## **PERSONAL BREAKS**

An employee will not be disciplined or discharged as a result of authorized usage of time granted by the Company for personal breaks. It is understood that the employee will have the first twenty minutes of personal breaks in a calendar week without charge. However, as a deterrent to excess usage the following measures apply:

- a) An employee will have the time used on each break deducted from their weekly hours worked. Sections (b), (c), and (d) below will not apply to employees who have a specific medical condition which is supported by medical documentation which is acceptable to the Company which necessitates greater than normal use of the washroom.
- b) Any employee who uses more than twenty (20) minutes total time per week, in any four (4) weeks in a twelve (12) month period, shall have all subsequent time used on each personal break deducted from their weekly hours worked at the employee's individual double time rate.
- c) Any employee who uses more than twenty (20) minutes total time per week, in any twelve (12) weeks in a twelve (12) month period, shall have all subsequent time used on each personal break deducted from their weekly hours worked at the rate of triple the time used.
- d) If an employee reaches a level as outlined in Section (b) or (c) above, as may be the case, they will be held at that level until they have had twelve (12) clear months without any week being more than twenty (20) minutes total time used for personal breaks. In such case, the employee will revert to the next lower level of deduction and so on until they are returned to the level of deduction outlined in Section (a) above.

14.05 The Company will allow employees reasonable time for sharpening tools that are required to perform the work assigned to them, which shall be scheduled or handled by the Supervisor the same as any other assignment of work for which he is responsible. It is the responsibility of the Company to provide workable tools.

14.06 All scabbards, knives, whetstones, steel, mesh gloves and neoprene aprons, will be supplied by the Company. Loss of the above equipment is the responsibility of the employee and the employee will be charged with the replacement cost as per past practice. All hooks are to be supplied where the Company requires them to be used. The Company will attempt to maintain a stock of these items.

- 14.07 Safety equipment and devices required by law, or recommended by the Safety Committee, will be provided by the Company at no expense to the employee, subject to the provisions of the Collective Agreement in force.
- 14.08 Any employee, upon request, will be supplied with a white jacket or smock, and pants (except maintenance). Maintenance employees will be supplied with coveralls and suitable gloves. Sizes shall be on the basis of small, medium, or large. The Company will keep a sufficient supply in stock.
- 14.09 The Company agrees to continue its existing practice for the supply of smocks and freezer coats.
- 14.10 The Company will supply wash basins in all departments. The current procedure for wash up time is not changed.
- 14.11 The Company will allow employees a reasonable time for changing clothing and equipment necessitated by changing working conditions.
- 14.12 Employees injured on the job will be supplied transportation to the appropriate Medical facility, or to their own Doctor if they so desire, and will be driven home if unable to continue work.
- 14.13 Lead hands shall be defined as a person who performs work and directs work of others, and shall not have authority to hire, fire, suspend, or otherwise penalize other employees, and he shall be a Union member.
- Lead hands will not receive preferential treatment where daily overtime is concerned, or daily hours worked when a Supervisor is present in the department. Lead hand jobs will be posted, but seniority, skill and competence, and attitude will be equal criterion for selection.
- 14.14 If an employee is called for Jury Duty or required under a subpoena as a crown witness while on the active payroll on his normal working day, the Company agrees to pay the equivalent of an eight (8) hour day at straight time less the amount received for Jury Duty pay or crown witness fees. The weekly guarantee will be reduced an equivalent of eight (8) hours for each day spent on Jury Duty or appearing as a crown witness.
- 14.15 (a) Warnings on an employee record are to be withdrawn after one (1) year, provided there is no other warning or has not been any other warning in the employee's file.
- (b) No disciplinary action shall be considered when the circumstances giving rise to it were more than five (5) full working days after the facts occurred, or were known.

14.16 The Union, the Chief Steward, and the Department Steward, will be notified in writing of all written reprimands, dismissals, and quitting, of Union employees not later than 24 hours from the time of occurrence.

14.17 The Company, in addition, will provide freezer employees with thermal undercoats if requested.

Employees with more than six (6) months seniority shall be eligible to receive a quilted vest or liner for use on the job. Employees with less than six (6) months seniority who require a vest or liner shall purchase such clothing through the Company and shall be reimbursed the full cost of such purchase on attainment of six (6) months seniority.

Employees will again become eligible for replacement vests or liner 18 months from the date they last received a vest or liner, providing they present the worn out vest or liner to the Company. Laundering of such clothing shall be the responsibility of the employee.

The Company will supply safety rubber boots and replacement of same at no cost upon presentation of worn out boots.

Freezer employees will be provided with freezer boots and replacement of same at no cost upon presentation of worn out boots.

Employees who work the majority of their time in a dry area and have more than six (6) months seniority, who purchase approved safety shoes for use on the job, shall receive an allowance of up to Seventy dollars (\$70.00) toward such purchase. Employees with less than six (6) months seniority who so purchase such shoes shall be reimbursed up to Seventy dollars (\$70.00) toward such purchase on attainment of six (6) months seniority. For a subsequent purchase, the employee will upon presentation of their worn out boots become eligible again for this allowance.

14.18 The Company and the Union agree to carry on with the Management-Employee Committee. The Committee shall meet on request of either party and at least once each month for the purpose of discussing all matters of mutual concern.

## **ARTICLE 15 - STATUTORY HOLIDAYS**

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

## **ARTICLE 16 - VACATIONS WITH PAY**

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

## **ARTICLE 17 - RATES OF PAY, HOURS OF WORK, OVERTIME RATES & CONDITIONS**

- 17.01 The Company agrees to abide by the provisions as set out in Schedule "C" which forms part of this Agreement.
- 17.02 All employees hired after the date of ratification shall receive their pay by direct deposit. Direct deposit shall be available to all employees. It shall be the responsibility of the employee to provide and maintain the banking information as required by the payroll process

## **ARTICLE 18 - WELFARE PROGRAMME**

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

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

- 19.01 Employees of the Maintenance Department shall, upon presentation of required tools broken on the job, or worn out required tools, receive replacement tools. Such replacement shall be limited to those tools specified by the Company as being required and shall, in addition, be limited to a maximum replacement cost of one-hundred and eighty dollars (\$180.00) per Contract year. A new employee in the maintenance department shall be eligible for full tool allowance as of each January 1<sup>st</sup>.

## **ARTICLE 20 - HEALTH AND SAFETY**

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

The health and safety of all employees is a major concern of the Company's management. Working safely on the job is one of the most important responsibilities of each employee. In order to achieve this, the Company is committed to a strong Health & Safety Program for our employees, in conjunction

with the Union, and guarantees that within six months the following will take place:

1. A Joint Health & Safety Committee will be formed with members from Union and Company, to meet a minimum of once per month, to discuss and take action on Health & Safety matters.
2. A Safety Officer will be engaged by the Company to administer our Program.
3. The Company will take minutes of all Health & Safety Meetings, and copies will be provided to Union Office and Health & Safety Committee members.
4. The Committee will be allowed to all information allowed by Law, for discussion at Health & Safety Meetings.
5. The Company agrees to inform the Health & Safety Committee of all compensable accidents on a regular basis, and supply an Accident Report.
6. The Company agrees that within reason, a Union representative on the Health & Safety Committee will be allowed time to investigate a serious or fatal accident. Before leaving his Department, a Safety Rep must inform the proper Supervisor so that a replacement can be made. Before entering a Department, the Safety Rep must inform the Supervisor of that Department.
7. The Company will provide up to 15 days per year, with pay, for Union representation to attend Safety Seminars, etc. Not more than 2 people from one Department, and not more than 5 days for each individual, on the recommendation of the Safety Committee.
8. When an employee is injured due to a compensable accident, within 24 hours the Company will inform the Union's Compensation Co-ordinator, or in his absence, an appropriate Union representative.

**ARTICLE 21 - DURATION OF AGREEMENT**

- 21.01 The term of this Agreement shall continue in effect until March 31, 2007 and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other, in writing, within the period of ninety (90) days prior to the annual expiration date, that it desires to amend the Agreement.
- 21.02 Negotiations shall begin within fifteen (15) days following notification of amendment, as provided in the preceding paragraph.
- 21.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until Conciliation proceedings prescribed under the Labour Relations Act have been completed, whichever date should first occur.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be signed by the duly authorized representatives as of the date and year first above written.

Signed at Burlington on the 4<sup>th</sup> day of November, 2004.

**FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175  
LOCAL 175**

**FOR THE COMPANY  
MAPLE LEAF PORK  
DIVISION OF MAPLE LEAF  
FOODS INC.**

\_\_\_\_\_  
**Alphonsus Devereaux**

\_\_\_\_\_  
**David Harman**

\_\_\_\_\_  
**Bill Foley**

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**Steve Ingram**

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**Conrad Villeneuve**

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**Dan Shechner**

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**Lionel MacEachern**

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**Carey Vadeboncoeur**

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**Alicja Moskwa**

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**Joe DeMelo – Union Rep.**

\_\_\_\_\_

\_\_\_\_\_  
**Harold Sutton**

## **SCHEDULE "A"**

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

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

For statutory holidays as designated below:

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

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

2. To qualify for plant holiday pay, an employee must have worked their last scheduled shift immediately before the holiday and their first scheduled shift immediately following the holiday, unless reasons for absence satisfactory to the company have been established. A scheduled shift is a shift the employee normally works or a shift the employee has agreed to work on or during the holiday period.
3. Any employee whose shift begins before 8:00 p.m. and is required to work on any of these holidays, shall receive time and one half the normal rate for all hours worked on that shift. Any employee who begins work at 8:00 p.m. or after and is required to work on any of these holidays shall receive time and one half the normal rate for his actual time worked on the holiday in addition to the holiday pay.
4. If any of these holidays fall on a Sunday, the Monday following shall be observed, and where Monday is also a holiday, the Tuesday will be observed in lieu of the Monday. If any of these holidays fall on a Saturday, the Friday preceding shall be



observed, and where Friday is also a holiday, the Thursday will be observed in lieu of Friday.

5. When a Statutory Holiday falls within an employee's vacation period, the employee may, at the reasonable convenience of management, elect to take one (1) additional day off with pay in lieu of the holiday. Arrangements for the extra day off must be made with the Supervisor prior to commencement of holiday. The additional day may be taken at a mutually agreed upon date within a twelve (12) month period after the statutory holiday.
6. When a Statutory Holiday falls on the employees regular day off (excluding Saturday or Sunday), he or she will observe the next day as a Statutory Holiday.
7. If the company requires work to be performed on any of the Statutory Holidays, the Company will advise the employees at least three (3) working days in advance.
8. Pay received for Public Holiday shall be considered as hours worked.

## **SCHEDULE "B"**

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

1. The Company agrees to grant to all employees in the employ of the Company more than six (6) months, but less than one (1) year, as of July 1st, one (1) weeks vacation, and to pay the employee four percent (4%) of the pay received by the employee for all work done by him in the working year.
2. The Company agrees to grant to all employees in the employ of the Company one (1) year as of July 1st, in any one (1) year, two (2) weeks vacation and to pay the employee four percent (4%) of the pay received by the employee for all work done by him in the working year.
3. The Company agrees to grant to all employees in the employ of the Company five (5) years as of July 1st, in any one (1) year, three (3) weeks vacation, and to pay the employee six percent (6%) of the pay received by the employee for all work done by him in the working year.
4. The Company agrees to grant to all employees in the employ of the Company ten (10) years as of July 1, in any one (1) year, four (4) weeks vacation, and to pay the employee eight percent (8%) of the pay received by the employee for all work done by him in the working year.
5. The Company agrees to grant to all employees in the employ of the Company twenty (20) years as of July 1, in any one (1) year, five (5) weeks vacation, and to pay the employee ten percent (10%) of the pay received by the employee for all work done by him in the working year.
6. The vacations must be taken at a time mutually agreed upon by the Company and the employee, and shall be non-cumulative. All vacations booked must be taken. All other vacations will be on a first come, first served basis.
7. An employee who quits or is discharged, shall receive the vacation pay in accordance with his length of service as stated above. He shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) respectively, of his earnings since the termination of his last previous vacation.
8. The employees' Vacation Schedule will be posted each year from February 1st to March 1st, during which time employees shall indicate the period desired. The Company will approve and post in each department, the vacation schedule by the 15th of March, which will be by plant seniority in the Department by shift.
9. The Company will attempt to grant all full time employees vacation during prime time. A minimum of ten percent (10%) will be allowed vacations in any department per shift at the same time.

## **SCHEDULE "C"**

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

### **NEW HIRE RATE**

Employees hired after date of ratification will be paid one dollar and twenty-five cents (\$1.25) below the regular rate. New hire will receive thirty cents (\$0.30) increase at six (6) months, twelve (12) months and eighteen (18) months and a thirty-five cents (\$0.35) at twenty four (24) months, in addition to negotiated class increases.

### **RATES OF PAY**

1. The wage rate for a job will be determined by the class level into which the job falls as set out in the Class Level Schedule. The hourly rate for each class level will be as follows:

Class 1	\$11.35
Class 2	\$12.50
Class 3	\$13.35
Class 4	\$15.35
Class 5	\$16.35
Class 6	\$23.90
Class 7	\$25.85
Class 8	\$26.60

Effective April 1, 2005 the hourly rate for each class level will be as follows:

Class 1	\$11.70
Class 2	\$12.85
Class 3	\$13.70
Class 4	\$15.70
Class 5	\$16.70
Class 6	\$24.10
Class 7	\$26.05
Class 8	\$26.80

Effective April 1, 2006, the hourly rate for each class level will be as follows:

Class 1	\$12.05
Class 2	\$13.20
Class 3	\$14.05
Class 4	\$16.05
Class 5	\$17.05
Class 6	\$24.30
Class 7	\$26.25

Class 8      \$27.00

2. Part-time employees who work on a job that fall into Class 3 or below will be paid \$ 8.00 per hour. If a part-time employee works on a job that falls into Class 4 or higher, he/she, when qualified, will be paid fifty cents less than the rate of the class level into which his/her job falls.
3. List of Rates and Classifications. Within one month of the ratification of this Agreement, and every six months thereafter, or as otherwise agreed, the Company will provide the Chief Steward with a list of the paid rates, and job classifications, where applicable, of employees covered by this Agreement.
4. Lead Hands shall receive fifty-five (55) cents per hour in addition to their classification rate.
5. Employees, when called for work, shall be guaranteed four (4) hours pay for that day at the regular hourly rate. Employees who leave of their own accord when work is available will not receive this guaranteed minimum four (4) hours pay.
6. If an employee is transferred to a lower rated job because of the employee's inability to perform his present job, because of the employee's health or at the employee's request, the lower rate of pay will apply immediately. An exception to the above will occur when the employee's inability to perform his/her present job results from a Workers Compensation injury.
7. When as a direct result of the introduction of new equipment, a job is discontinued and the incumbent is transferred to a lower rated job, or when the incumbent on a job, that changes and its class level is reduced, continues on the changed job, his/her rate shall not be reduced for a period of twelve months, including lay-off, provided that the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job that he/she is performing.

## **JOB CLASSIFICATION**

The Company agrees that there will be no alterations or changes in the classification level of any job in the Class Level Schedule, except as hereinafter provided. The Company agrees to advise the Union where a permanent job exists that has more than one assignment with multiple rates. The Company and the Union will discuss and establish a rate or rates for any position with multiple assignments. In the event that the employer believes that a jobs classification is in appropriate, the Company shall proceed as follows:

- (a) When there is a job vacant and the Company considers the classification level for that job to be inappropriate or there has been a substantial change in job content, the Company shall notify the Union of its desire to change the classification level for the job prior to filling the vacancy. The

Company shall advise the Union of both the reason for the proposed change and the proposed classification level.

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

## CLASS LEVEL SCHEDULE

### HOG KILL DEPARTMENT

<u>Jobs</u>	<u>Class</u>
LEAD HAND	5
EVISCERATE HOGS	5
REMOVE PLUCKS	5
SPLITTER	5
RELIEF PERSON (Class 5 or under)	5
HOG SCALE	4
OPEN HOGS/BRISKET SAW	4
STICK HOGS	4
TRIM DEMERITS	4
RECEIVE HOGS	4
RELIEF PERSON (Class 4 or under)	4
TRIM NON-DEMERITS	4
CASING MACHINE OPERATOR	4
PULL LEAF LARD	4
SHACKLE HOGS	3
TRIM LUNGS	2
ANIMAL FOOD	2
AITCH BONE CLIPPER	2
BONE HEADS	2
TRIM TONGUES	2
SPARE KNIFE	2
GAM TABLE	2
FANCY MEATS SCALE	2
HANG PULLEYS	2
TRIM TONGUES/REMOVE LIVER	2
CLIP HEADS	2
NOTCH TOES	2
REMOVE LIVERS	2
BUNG HOGS	2
DROP HEADS	2
PULL RUNNERS	2
REMOVE HEART SKIRTS	2
REMOVE/TRIM SKIRTS	2
SALT CASINGS RELIEF PERSON	2
FANCY MEATS PALLETIZER	1
TRIM STICK HOLES	1
TRIM BUNGS	1
REMOVE GLANDS	1
REMOVE PANCREAS	1
SHAVE BELLIES	1
REMOVE STOMACHS	1
REMOVE KIDNEYS	1

REMOVE EAR TIPS	1
WASH+RECEIVE	1
FANCY MEATS PACKER	1
FEED STOMACHS	1
SCALD TANK OPERATOR	1
LOAD COOLERS	1
ORIENT HOGS BUTINA	1
POP KIDNEYS	1
FEED BUNGS	1
FLOOR PERSON	1
FANCY MEATS BOX MAKER	1
CROWD PENCHASE HOGS	1
WASH COOLERS	1
GENERAL LABOURER	1

### HOG CUT DEPARTMENT

<u>Jobs</u>	<u>Class</u>
LEAD HAND	5
BACK TRIMMERS	4
MIDDLE SAW	4
BACK BONER	4
RELIEF PERSON	4
LIFT NECK BONES	4
RIB BELLIES	4
REMOVE TAILS/ALIGN FOOT	4
HAMBONER (C)	4
DEFAT HAMS	4
CUT OFF TAILS	4
CONVERSION BONER (C)	4
REMOVE JOWLS	4
SELECT BELLY KNIFE	2
MAPLE LEAF LOIN TRIM	2
LOIN TRIMMER	2
KNIFE SHARPENER	2
JAPANESE BELLIES	2
TRIM BELLIES	2
DUNSETH	2
WHIZ BUTTS/SHOULDERS	2
SPARE	2
BUTT SAW	2
WHIZ MUSCLES	2
SUPPLY HOG CUT	2
PULL TENDERLOIN ROTATION	2
SERVICE PERSON	2
SCALE	2
SKINNERS	2

TRIM BUCKEYES	2
WASH CAGES	2
CRYOVAC OPERATOR	2
CHILLED PORK OPERATOR/PACKER	2
CUT/PACK BACK RIBS	1
PALLETIZER/TRUCKER	1
PALLETIZER – PACK	1
STRAP/PALLETIZER	1
PACK BACK RIBS -CUT TAIL	1
PREPARE COMBOS	1
SPARES	1
SUPPLY CARTONS	1
WHIZ NECK BONES	1
TRIM HOGS	1
WASH CAGES/TRUCK PRODUCT	1
SWISS CHALET RIBS	1
TRIM JOWLS	1
TRIM BACK FAT	1
SCALE/PACKER	1
HAUL PRODUCT	1
WHIZ BACK FAT	1
HAM GRADER	1
ORIENT BELLIES	1
GENERAL PACKER	1
ORIENT BACK FAT	1
LAYER BELLIES	1
MAKE BOXES/PALLETIZE BACK FAT	1
MAKE CARTONS	1
HANG PULLEYS	1
LOAD UNLOAD COOLERS	1
PEEL BACK RIBS	1
FLOOR PERSON	1
GENERAL LABOURER	1

#### **HAM BONING DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
LEAD HAND	5
HAM BONER	4
HAM BONING-RELIEF PERSON	4
DEFAT HAMS	4
MEMBRANE SKINNER	2
SERVICE - HAM BONING	2
WHIZ MUSCLES	2
HAM SKINNER	2
LUTITIA - HAM BONING	1



### **CONVERSION DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
LEAD HAND	5
CONVERSION BONER	4
RIBBING GUN	2
SERVICE	2
SCALE	2
SKIN/FEED	2
PACKER	1
PALLETIZER/TRUCKER	1
MAKE CARTONS	1

### **SEWAGE/RENDERING DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
LEAD HAND	5
RENDERING OPERATOR	4
SEWAGE OPERATOR	4

### **JANITORIAL DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
JANITOR	1

### **MAINTENANCE DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
ELECTRICIAN	8
ELECTRONIC TECHNICIAN	8
PLUMBER/PIPEFITTER	7
MILLWRIGHT A	7
MECHANIC B	6
4th YEAR APPRENTICE MILLWRIGHT	6
APPRENTICE MILLWRIGHT	5
MAINTENANCE-YARD MAN	5

### **SANITATION DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
LEAD HAND	5
CLEANER	2

### **LAUNDRY DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
LAUNDRY OPERATOR	1
GLOVE WASH	1

### **DRY STORAGE DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
LEAD HAND	5
STOCK PERSON	2

### **SHIPPING DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
LEAD HAND	5
SHIPPER	2
FREEZER PERSON	3

### **DELIVERY DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
SHUNTMAN	4
TRACTOR TRAILER	4

### **CAFETERIA DEPARTMENT**

<u>Jobs</u>	<u>Class</u>
LEAD HAND	3
CAFETERIA STAFF	1

### **HOURS OF WORK**

The Company intends to operate a normal work day schedule of eight (8) hours and a normal work week schedule of forty (40) hours but this will not be a guarantee of hours per day or per week. If the demands of the business cannot best be met in areas of the plant with a normal work day schedule of eight (8) hours, the Company may operate such areas of the plant on a normal work day schedule of up to twelve (12) hours and a normal work week schedule of up to forty-eight (48) hours.

If the Company makes application to the Director of Employment Standards to adopt a regular schedule of up to twelve (12) hours per day and up to forty-eight (48) hours per week, the Union agrees that such application will be supported by the Union.

An employee will be informed by their Supervisor of their normal daily and weekly hours of work schedule and will remain on such schedule unless changed by the Company to another schedule in accordance with the provisions set out in schedule below (PROPOSAL FOR CHANGING SCHEDULES).

Subject to the provisions of the Employment Standards Act of Ontario, it is agreed by both the Company and the Union that, as a result of fluctuating livestock receipts, variable volume, breakdowns and other circumstances which are beyond the reasonable control of the Company, employees will be required at times to work in excess of the number of hours in their daily schedule or in excess of forty-eight (48) hours in a calendar week. When employees are required to work in excess of the number of hours in their daily or weekly schedule, their Supervisor will inform their

department Steward and will post notice of such in a conspicuous location in the department as early as reasonably possible.

## **OVERTIME**

All overtime will be distributed as equally as possible amongst all employees by seniority who can perform the required work within the department. When it becomes necessary to have employees work in excess of their scheduled shift, the Company will first solicit volunteers, then within the department based on seniority and qualifications to perform the required work. If there are not enough volunteers, the Company will require the least senior employee(s) in the department with the qualifications to perform the required work.

- (a) 1½ times after Forty-Four Hours. The Company will pay one and one half (1½) times their regular rates to employees for all hours worked in excess of forty-four (44) hours in a calendar week.
- (b) 1½ times for Non-Scheduled Sunday. The Company will pay to employees one and one-half (1½) times their regular rates for work performed on Sunday, except to those workers whose schedule calls for work on Sunday. If an employees regular day off, in place of Sunday, falls on a weekday, they shall be paid one and one-half (1½) times their regular rate for hours worked on such weekday. Where an employee normally works on Sunday and has two (2) weekdays off, the second day shall be considered to be the day off in place of Sunday.
- (c) If an employee is paid one and one half (1½)times their regular rate for any hours worked prior to reaching forty-four (44) hours worked in a calendar week, such hours paid at time and one-half (1½)will not count as part of the forty-four (44) hours worked that are necessary to require further payment of one and one-half (1½).

## **EMERGENCY CALL IN**

An hourly rated employee who, after leaving the company premises, is specially called in at any time outside his normal working hours, shall be through when the emergency is over, but shall nevertheless, be paid for a minimum of five (5) hours at time and one-half (1½)for the time spent on the emergency outside his scheduled hours.

## **PROCEDURE FOR CHANGING SCHEDULES**

When the Company changes an employee's scheduled hours of work from their present schedule to another schedule, the employee will be entitled to twenty-four (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 twenty-four (24) hours' notice of the schedule change, the

employee will be paid one and one-half (1½) times their regular rate for all hours worked outside their previous schedule until the expiry of the twenty-four (24) hours' notice.

### **GUARANTEED MINIMUM WEEK**

Regular full time employees with seniority are entitled to a weekly guarantee of thirty-seven (37) hours. However, notwithstanding the Articles of this Collective Agreement, the Company may, for each shift in a department, reduce the weekly guarantee to thirty-two (32) hours to a maximum of ten (10) occasions per year.

The above guarantee will be reduced by all hours the employee is absent from work for any reason including personal breaks when work is available and the employee is qualified, or when work is not available due to reasons beyond the control of management.

All hours worked and paid will be counted towards the weekly guarantee. The weekly guarantees do not apply to employees who are laid-off or recalled during the week.

The guaranteed work week will only apply to employees hired prior to November 14, 1997.

## **SCHEDULE "D"**

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

1. Any regular full time employee is initially eligible for coverage when their record with the Company shows that they have completed six (6) months of seniority and is working.
2. Employees lose their eligibility for all coverage when their records with the Company show:
  - a) They have quit.
  - b) They have failed to return to work when recalled, in accordance with the Collective Agreement.
  - c) When they have been on leave of absence or on layoff for ninety (90) days, from the first of the month following their leave of absence or layoff, with the exception of Weekly Indemnity coverage and benefits which are outlined in 4 (c) below.
  - d) When they have been absent in excess of twenty-one (21) consecutive months or length of service, whichever is less, due to sickness or non-compensable accidents.
  - e) Employment with the Company has been terminated.
3. There is an obligation upon the employee to complete all initial eligibility requirements of the insurer. Any cost to the employee for subsequent forms requirements that are required to maintain the same with the insurer in order to be eligible for, and the maintenance of, the benefits available under the provisions of the Collective Agreement will be reimbursed 100% by the Company upon presentation of receipts.
4. **COVERAGE**
  - (a) Life Insurance:-  
-\$30,000.00 for all eligible employees
  - (b) Accidental Death and Dismemberment:-  
-\$30,000.00 for all eligible employees
  - (c) Weekly Indemnity:  
The Company will arrange to have an insurance carrier provide a Weekly Indemnity Plan.

It is understood and agreed that entitlement to benefits under this plan will be decided by the insurance carrier, based on the provisions of the policy and controversies will not be subject to the grievance or arbitration procedure of this Agreement.

Subject to the terms and conditions of the Weekly Indemnity Plan, Weekly Indemnity benefits will be paid in the following amounts:

Group A (to include eligible employees whose paid rate is Class 1) - \$235/week

Group B (to include eligible employees whose paid rate is Class 2 & 3) - \$255/week

Group C (to include eligible employees whose paid rate is Class 4) - \$325/week

Group D (to include eligible employees whose paid rate is Class 5) - \$350/week

Group E (to include eligible employees whose paid rate is Class 6) - \$425/week

Group F (to include eligible employees whose paid rate is Class 7 & 8) - \$470/week

The scale for duration of payments is based on an employee's completed years of service on the November 15th preceding them going off sick and is as follows:

3 months' to 5 years' seniority	17 weeks
5 years' to 10 years' seniority	26 weeks
10 years' to 15 years' seniority	39 weeks
15 years' seniority and over	52 weeks

A waiting period of three (3) consecutive regularly scheduled working days will apply to all claims except that:

- (i) the waiting period will be waived for an accidental injury caused by an unforeseen event and total disability began within thirty (30) calendar days of the initial injury.

- (ii) the waiting period will be reduced from the date the employee was admitted to a hospital as an in-patient and is hospitalized overnight.
- (iii) the waiting period will be reduced from the date the employee is disabled and has received a general anaesthetic as an out patient.

Employees will not be entitled to benefits under the Weekly Indemnity Plan for any period for which they are entitled to receive Employment Insurance Sickness benefits.

It is understood and agreed that the cost to the Company of all benefits provided is in lieu of any employee entitlement to rebate under the Employment Insurance Act.

The required monthly premiums will be shared between the employee and the Company on a 50-50 basis. The employees portion will not exceed \$8.00 per week.

Weekly indemnity benefits will not be payable for any disability which commences while an employee is on layoff.

A disabled employee in receipt of Weekly Indemnity benefits at the date of layoff shall continue to receive the remainder of their Weekly Indemnity entitlement provided that:

- the employee became disabled before receiving notice of layoff or
- in the case of a disability commencing after receiving notice of layoff, Weekly Indemnity benefits were payable for a minimum of two (2) months prior to the actual layoff date.

In all other cases, Weekly Indemnity benefits will cease as of the actual date of layoff.

An employee who becomes disabled during a period of layoff shall not be entitled to apply for Weekly Indemnity benefits until the date of recall.

- (d) Major Medical Plan  
Detailed coverage is listed in the benefit book.
- (e) Ontario Hospital Insurance (O.H.I.P.) Ward Coverage
- (f) Dental Plan  
The Company will contribute to the United Food and Commercial Workers Trusteed Dental Plan (Ontario) in the amount of thirty cents (\$0.30) cents per hour for all hours worked, for all employees in the bargaining unit.

The Company agrees to pay applicable taxes, the company agrees to supply any other documents, forms, report or information required by the Trustees of the Dental Plan.

The Company shall forward all contributions together with a list of all employees covered and the number of hours paid per week; for each employee in each reporting period, within fifteen (15) days following the end of each of the Company's four or five weeks accounting period.

(g) Vision Care Plan

The maximum benefit is \$140.00 in any two (2) years. Detailed coverage is listed in the benefit book.

5. Coverage in sub-paragraphs (a), (b), (d), (e), (f) and (g) will be paid 100% by the Company, in accordance with Clauses 1, 2 and 3.
6. The Company will supply benefit booklets to the employees outlining details of benefits within three (3) months following ratification of this agreement.
7. The Union will be supplied with a copy of all full plan texts once each year.
8. C.C.W.I.P.P. The Company agrees to pay contributions to the Trust Fund of the Canadian Commercial Workers Industry Pension Plan on behalf of all eligible full-time employees who have completed their probationary period (Employees).

The Company agrees to pay contributions to the Trust Fund of the Canadian Commercial Workers Industry Pension Plan in the amount of seventy-eight (78) cents per hour for each Employee.

The amount of contribution shall be in accordance with the following table:

October 1, 2004	\$0.80
April 1, 2005	\$0.82
October 1, 2005	\$0.85
April 1, 2006	\$0.90
October 1, 2006	\$0.95

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, jury duty 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 forty (40) hours per week and 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 Industry 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.

## APPENDIX A

### CONDITIONS FOR REFRIGERATED TRUCK DRIVERS

#### 1. EQUIPMENT

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

Trucks will be equipped with the following as available:

1. CB radios.
2. Air rides for tandems.
3. Safety stands for trailers.

## **2. UNIFORMS**

- 2.01 Uniforms to be supplied once a year to be paid eighty-five percent (85%) by the Company, together with a \$9.00 weekly cleaning allowance, in accordance with present Company practice.
- 2.02 A driver shall, upon attaining sixty (60) day probationary period, once a year be eligible for a uniform.

A uniform consists of:

5 Short sleeved shirts

2 Pair pants regular weight

2 Unlined jackets

5 Long sleeved shirts

2 Ties clip on back

Ties to be worn as posted

2 Pair summer weight pants

1 parka coat shall also be provided and shall be replaced upon obsolescence.

A jacket liner will also be supplied at the request of the driver.

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

## **3. GENERAL**

- 3.01 The Company shall endeavour at all times to arrange runs in a manner that will give preference to senior drivers. In order to qualify for a long-haul trip, a driver must be off duty at least eight (8) hours prior to dispatch time.
- 3.02 Drivers dispatched on long haul regular delivery trips of 200 miles or more one (1) way, may be required to take eight (8) consecutive hours off for layover. The purpose of the layover is to enable the driver to engage lodging for the night and to ensure the driver returns to the plant rested and properly dressed.

- 3.03 The Company agrees to make arrangements for layover drivers at specific motels, where the driver is to stay. The driver will be informed as to what motel he is to stay at prior to dispatch time, whenever possible. Drivers shall receive \$8.00 for breakfast expenses incurred on a layover. For meals eaten while away from the plant on a layover, a driver shall receive \$8.00 allowance for every five (5) hours while booked on. All layover drivers must take at least half an hour ( $\frac{1}{2}$ ) for meals, and at no time will the meal time exceed one (1) hour. On layovers only, the evening meal allowance will be \$11.50.
- 3.04 All drivers must be given dated receipts for all monies leaving the plant. Drivers must unload their returns off trucks on returning to the plant at night. In case of product coming in from freezer storage at the end of a scheduled day, the Company will provide assistance for the driver to unload.
- 3.05 Drivers must be given dated receipts for all monies turned in to the Company.
- 3.06 Drivers will not be required to tow or push vehicles.
- 3.07 Drivers will be notified of their dispatch eight (8) hours prior to dispatch time, except in cases where it is not possible. In such cases, runs will be allocated according to seniority where the employees concerned can perform the work. The most junior man must take the run.
- 3.08 All drivers must take at least one half hour ( $\frac{1}{2}$ ) for lunch-time and at no time will the lunch exceed one (1) hour.
- 3.09 Drivers shall not be charged for loss or damage to equipment unless clear proof of negligence is shown. In the event of such loss or damage, the Company shall have up to fifteen (15) days from the date of loss or damage to register a claim with the employee. Before the employee signs a damage authorization to deduct a claim, he shall have seven (7) days to register a grievance should he fail to agree with the Company's claim. In the event the grievance is not filed within seven (7) days, the Company may deduct the amount of the claim. The Company may lodge a claim for loss or damage up to and including twenty dollars (\$20.00).
- 3.10 Trucks will be assigned to drivers when practical. In the case of a breakdown, and the truck is tied up at the home terminal, drivers will use spare or rental trucks until such time as the regular vehicle is roadworthy.
- 3.11 The route reports must be properly completed daily.
- 3.12 No driver shall be permitted to allow anyone except employees of the Company, who are on duty, to ride in his truck, except by written authority of the employer.

3.13 In the event of a serious accident involving a driver while on duty, the Company shall do the following:

- (a) Traffic Manager advises Wife of the driver.
- (b) Arrange transportation of Wife to the City where driver is if he is admitted to the hospital, and pay for one (1) round trip fare.
- (c) Arrange accommodation and pay for up to three (3) days.
- (d) Company to arrange and pay for expenses incurred in returning the driver to home base.

No staff or salaried personnel to drive a truck for the purpose of normal delivery and pick-up of Company product.

3.14 The Company agrees to supply out of province medical coverage for drivers while on Company business.

## Letter of Understanding

**Between**  
**MAPLE LEAF PORK**  
**A Division of Maple Leaf foods**  
**And**  
**UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175**

### Re: PENSION

The following language appeared in “**Schedule D #8**” and “**Letter of Understanding #1**” of the Collective Bargaining Agreement between the parties. The parties have agreed to reproduce the text for the purpose of historical reference. The following text does not form part of the current Collective Bargaining Agreement.

#### **Schedule D #8**

##### Pension Benefits:-

- (a) Subject to the provisions of the Maple Leaf Plan 100 text, the Company will provide a retirement benefit for eligible employees based on the following:
  - (i) Employees are required to contribute four (\$4.00) dollars per week.
  - (ii) A benefit of twenty-eight (\$28.00) dollars per month per year of service subsequent to February 18, 1991.
- (b) Active employees with ten (10) years of seniority may retire from age sixty-two (62) onwards and receive their basic monthly Company Pension, payable in the normal form, without any reduction. In addition, they shall receive a supplement until age sixty-five (65), if any is needed, to bring their total monthly Company Pension, payable in the normal form up to seven hundred and fifty dollars (\$750). The normal form of payment guarantee for the basic monthly Company Pension is G10. The supplement is only payable to the earlier of age sixty five (65) or death. Election of an optional form of payment guarantee will alter the basic monthly Company Pension payable but not the amount of the supplement.

Active employees with ten (10) or more years of seniority may retire at age sixty (60) or sixty-one (61) and, instead of receiving their basic monthly Company Pension immediately on a reduced basis, elect to defer receiving it until age sixty-two (62). If they elect to defer receiving it until age sixty-two (62), it will be available from age sixty-two (62) without reduction and they will also receive a supplement, as described above, until age sixty five (65), if any is needed, to bring their total monthly Company Pension up to seven hundred and fifty dollars (\$750).

- (c) Employees who retire from active full-time employment and immediately commence receiving a Company pension will be eligible to apply for retiree benefits as arranged by Male Leaf Foods.
- (d) Employees who are absent from work may make the contributions as stipulated in 8 (a) (i) upon their return to work if the absence is for four (4) complete weeks or less.

If the absence is for greater than four (4) weeks, the employee may make the contributions in 8 (a) (i) at the end of the month following each month of absence.

**Maple Leaf Pork  
a Division of Maple Leaf Foods**

**United Food & Commercial Workers  
Canada, Local 175**

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**DAVID HARMAN**

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**JOE DEMELO**

## LETTER OF AGREEMENT #1

**Between**  
**MAPLE LEAF PORK**  
**a Division of Maple Leaf Foods**  
**and**  
**UNITED FOOD AND COMMERCIAL WORKERS LOCAL 175**  
**(Formerly Local 1227)**

### RE: PENSION

- (1) The liabilities for all Union members who are active members of Plan 100 shall be transferred to CCWIPP along with assets equal to such liabilities calculated on the greater of the solvency, wind-up or going concern actuarial valuation methods.

The assets to be transferred shall be as agreed to by the CCWIPP actuary and the Plan 100 actuary and approved by the regulators.

This transfer shall be subject to any required regulatory or judicial approval before this provision of the agreement can be implemented.

- (2) After the transfer, Plan 100 shall be wound up.
- (3) As soon as possible after Plan 100 is wound up, 45% of the surplus in Plan 100 shall be notionally divided on a per capita basis amongst all Plan 100 beneficiaries and the portion of the notionally divided surplus which relates to the active members of Plan 100 (including the Union members transferred to CCWIPP) will be paid to such active members in proportion to their liabilities under the Plan, subject to a minimum payment of \$2,500 to each Union member who is in full-time employment on the date of ratification of this Agreement. The remaining Plan 100 surplus (55%) shall be paid to the Company.
- (4) Immediately following the wind-up of Plan 100 and the resulting deletion of Schedule D, Section 8 - Pension Benefits from the collective agreement, a supplemental CCWIPP pension benefit shall be instituted at the contribution rate of 39¢/hour in the same basis as set out in Schedule D, Section 9 of the collective agreement.
- (5) The parties acknowledge that the wind-up of Plan 100 and surplus distribution is subject to the written consent of members and former members of Plan 100 and the written consent of other UFCW locals that participate in Plan 100. The transfer of assets and liabilities from Plan 100 to CCWIPP is subject to approval of the transfer, wind-up and surplus distribution by a court and pension standards



regulators. The determination of transfer amounts and surplus shares shall not be subject to determination and supervision by pension standards regulators and courts. The parties shall use their best efforts in working together to obtain all agreements, consents and approvals.

- (6) Expenses paid to implement and administer the transfer, wind-up and surplus distribution shall be paid from Plan 100 prior to division and allocation of the surplus.
- (7) The surplus sharing settlement agreement shall not be part of the collective agreement.
- (8) If for any reason whatsoever, the asset/liability transfer from Plan 100 to CCWIPP and the surplus sharing settlement agreement are not concluded then the pension arrangements in effect presently shall continue.

**Maple Leaf Pork  
a Division of Maple Leaf Foods**

**United Food & Commercial Workers  
Canada, Local 175**

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**DAVID HARMAN**

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**JOE DEMELO**

## **LETTER OF AGREEMENT #2**

**Between  
MAPLE LEAF PORK  
a Division of Maple Leaf Foods  
and  
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 175  
(Formerly Local 1227)**

### **RE: PERSONAL BREAKS (ARTICLE 14.04)**

- (A) It is understood that the employee will have the first twenty minutes of person breaks in a calendar week without charge.

For more clarity: Twenty minutes personal break time per week will be provided to each employee without deduction from his/her wages.

- (B) It is understood that the “rate of double the time used” will be replaced with; The employee’s individual single time rate.
- (C) It is understood that the “rate of triple the time used” will be replaced with: The rate of double the time used.

I believe this captures the essence of our understanding.

**Maple Leaf Pork  
a Division of Maple Leaf Foods**

**United Food & Commercial Workers  
Canada, Local 175**

\_\_\_\_\_  
**DAVID HARMAN**

\_\_\_\_\_  
**JOE DEMELO**

## **PERFECT ATTENDANCE BONUS**

### **PROJECT: WE NEED YOU**

In recognition of all those hourly paid employees who have perfect attendance and those we encourage to achieve a similar habit the Company is offering a cash attendance bonus for the life of the collective agreement.

#### **How much can I receive?**

For the perfect attendance in any four-week period a rate of \$.75 per hour for all hours worked during the period in addition to your regular rate:

Example:     employee worked 172 hours during the four weeks =  
                   $172 \times \$0.75 = \$129.00$

Over a year this could mean approximately \$1500 for perfect attendance.

#### **When will it be paid:**

The year will be divided into 13 four-week periods. For perfect attendance in any of the 13 periods you will be paid in the first week of the following period (i.e. - week 5).

#### **How does it affect my income tax and other deductions/accruals?**

Regular income tax will be deducted. This is a Revenue Canada requirement. These bonus amounts do not count towards the vacation pay accrual.

#### **What are the rules?**

Perfect attendance means perfect attendance, including not being late, or leaving early. Approved absence that does not affect being paid for hours worked during any period include:

bereavement, floaters, jury duty, union business, leave of absence, maternity leave, statutory holidays and vacation.

Situations that affect payment for perfect attendance include:

Personal absence, workers compensation, L.T.D. suspensions, sickness, off site accidents, sickness in family, inexcusable absence and failure to work O.T. where you previously agreed.

Doctor's notes have no value in excusing absence. This program is not covered by the collective agreement it is not subject to the grievance procedure. In cases of disagreement, the V.P. and General Manager shall be the final arbiter.

We want to pay out this bonus and success of the program depends entirely on a significant attendance improved to the 97 - 100% range.

Steve Ingram  
Vice President/General Manager.

JD/kk  
cope: 343  
Burlington 2004-07 proof.doc  
5/16/2005