

AGREEMENT

BETWEEN

**MAPLE LEAF FOODS INC.
BRANTFORD, ONTARIO**

AND

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION
A.F.L. - C.I.O., C.L.C.
LOCAL 617P**

February 1, 2000, to January 31, 2003

00367 (08)

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THIS AGREEMENT BETWEEN

Maple Leaf Foods Inc., Brantford, Ontario,
(hereinafter called "the Company")

AND

United Food and Commercial Workers International Union,
affiliated with the A.F.L.-C.I.O. and the Canadian Labour Congress
(C.L.C.), Local 617P (hereinafter called "the Union").

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

**ARTICLE 1 - RECOGNITION- RECOGNITION- RECOGNITION- RECOGNITION-
RECOGNITION**

The Company recognizes the Union as the exclusive bargaining agency for the employees of its Brantford plant and Brantford Airport Plants.

The Company will not bargain collectively during the term of this Agreement with any other labour organization affecting these employees.

**ARTICLE 2 - OBJECTS- OBJECTS- OBJECTS- OBJECTS- OBJECTS- OBJECTS- OBJECTS-
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The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define more clearly hours of work, wages and conditions of employment; to provide an amicable method of settling differences or grievances which may from time to time arise; to promote mutual interests of the Company and its employees; and to provide for the operation of the Company's plants under methods which will serve the interests of producers and consumers as well as those of the Company and its employees.

Since the maintenance of a good standard of wages and working conditions depends upon sound and efficient operation of the business, the Union agrees to co-operate with the Company at all times.

- (a) To maintain and improve quality of products.
- (b) To avoid waste of products, materials or time.
- (c) To assist in keeping the Company's premises clean and tidy.
- (d) To conserve and protect machinery and equipment.

It is recognized by this Agreement to be the responsibility of the Company and of its employees to co-operate fully, individually and collectively, for the promotion of the aforesaid conditions.

**ARTICLE 3 - BARGAINING UNIT- BARGAINING UNIT- BARGAINING UNIT-
BARGAINING UNIT- BARGAINING UNIT**

1. The bargaining unit is composed of all employees below the rank of foreperson in the employ of the Company as hereunder defined:

The term "Employees" as used in this Agreement shall be considered to include production employees, tradespersons, maintenance employees, stationary engineers, plant employees engaged in shipping, receiving and plant janitorial services below the rank of foreperson, except as set out below. The exceptions are: forepersons, assistant forepersons, security staff, plant clerical staff, nurses, scientific workers employed by the laboratory staff and confidential employees as listed in Appendix C.

2. Part-time workers, that is, employees regularly employed for twenty-four hours weekly or less, and students as defined in Article 13, are eligible for membership in the Union, but are not entitled to privileges in Articles 10, 11 and 13 of this Agreement.

ARTICLE 4 - UNION DUES- UNION DUES- UNION DUES- UNION DUES- UNION DUES

1. The Company agrees to deduct weekly from each employee's pay during the term of this Agreement and in the case of new employees beginning with the first weekly check-off after they have completed one working day in the calendar year, the regular weekly Union dues, and will transmit the total sum of the amounts so deducted to the Financial Secretary of the Local Union on or before the fifteenth day of each month. The Company shall inform new employees of the terms of this Article at the time they are hired. Twice the regular weekly Union dues shall be deducted in any one check-off where the employee did not have dues deducted in the check-off immediately preceding due to absence on vacation.
2. The amount of weekly dues to be deducted from employees may be increased by special assessment, provided such assessments are levied in accordance with the Constitution and By-laws of the Union or of Local 617P.
3. The Company agrees that upon receipt of written authorization in the form of a signed Union Membership Card, it will deduct from the wages of employees joining the Union after the ratification of this Agreement, the initiation fee due from him/her to the Local Union on the first pay-day of the following calendar month and shall remit such deducted amounts to the Financial Secretary of the Local Union on or before the first day of the calendar month next following.

**ARTICLE 5 - MAINTENANCE OF MEMBERSHIP- MAINTENANCE OF MEMBERSHIP-
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OF MEMBERSHIP**

1. The Company agrees that it shall be a condition of employment that any employee who, at the date of this Agreement, was a member of the Union in good standing, or who becomes a member after that date, shall maintain such membership during the term of this Agreement. Employees shall be deemed members of the Union in good standing so long as they continue to pay their weekly Union dues.
2. No employee shall be subject to any penalties against his/her application for membership or for

reinstatement as a member in the Union except as may be provided in the Constitution and By-laws of the Union; and no coercion or intimidation of any kind shall be practised to compel or influence an employee to join the Union nor shall any discrimination of any kind whatever be practised or permitted with respect to employees who are or who become members of the Union.

**ARTICLE 6 - MANAGEMENT- MANAGEMENT- MANAGEMENT- MANAGEMENT-
MANAGEMENT**

Subject only to the provisions of this Agreement, the management and operation of the business, and the employment, direction, promotion, transfer, lay-off, and suspension, discharge, or other discipline of employees for just cause, shall be vested solely in the Management of the Company.

**ARTICLE 7 - SETTLEMENT OF COMPLAINTS AND GRIEVANCES- SETTLEMENT OF
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SETTLEMENT OF COMPLAINTS AND GRIEVANCES- SETTLEMENT OF COMPLAINTS
AND GRIEVANCES**

1. Purpose. Both the Company and the Union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle as many grievances as possible promptly. It is agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.
2. Stewards. The Union agrees to appoint or elect and the Company to recognize stewards, who shall be regular employees of the Company, to deal with matters affecting employees in departments or groups of departments in the Company's plants. A list of these stewards shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in this list. A list of the names of the members of supervision shall be supplied to the Union and the Company shall advise the Union immediately in writing of any permanent change in this list.
3. Grievance Committee. The Union also agrees to appoint or elect a Grievance Committee, not to exceed three, all regular employees of the Company, to deal with questions which may not be decided in the 1st or 2nd Steps described in Section 4 below. The Grievance Committee shall include the Chief Steward of the Local Union. A list of Grievance Committee members shall be supplied to the Company. The Company shall be advised immediately in writing of any change in this list.

Subsection 3 (A). If an employee so desires, he/she may be accompanied by his/her steward or chairperson when discipline is being given to that employee.

4. Grievance Steps. Alleged grievances shall be dealt with progressively in the following manner:

1st Step: Between the aggrieved employee, or the Steward or both, and the foreperson of the department in which the employee works. If the complaint affects the rate of pay of an employee, the Department Steward shall be informed.

2nd Step: Between the Steward and/or Chief Steward and/or the Unit Chairperson and the Operations Manager or his/her designated representative and other members of his/her staff as required by the Company. If requested, complaints presented at this stage shall be in writing. If they allege violation of the Agreement, they shall set out clearly the respects in which the Agreement has been violated.

3rd Step: Between the Grievance Committee and the Plant Management. A full-time representative of the Union may be called in if desired by either party. Complaints presented at this stage shall be in writing.

The aggrieved employee or employees may be present during the three above steps, if so desired.

Grievance Committee Meetings. Meetings of the Grievance Committee shall be held at times suitable to the operation of the business, by arrangement between the Plant Manager and the Unit Chairperson of the Local Union. The Company will pay the aggrieved employee concerned and the members of the Grievance Committee at their applicable rates for time spent at meetings of the Grievance Committee with management representatives.

5. 4th Step. If, after a sincere effort, it is found impossible to reach a solution locally, a full and circumstantial account of the difference shall be forwarded in writing to the Head Office of the Company and to the National Office of the Union, who shall endeavour to reach a settlement.
6. Arbitration. If settlement is not reached by the above procedure, the matter in dispute shall be referred by the Union or by the Company to an Arbitration Committee of three members, one to be appointed by the Union, and one by the Company, and a third, who shall act as Chairperson, to be mutually agreed upon by the other two. Upon receipt of the name of the member appointed by the party submitting the grievance to arbitration, the other party shall name its nominee. If it fails to do so within two weeks, its nominee will be appointed by the Minister of Labour of the Province of Ontario upon request by the party submitting the grievance to arbitration. If agreement cannot be reached within one week as to the appointment of a third member, he/she shall be appointed by the Minister of Labour for the Province of Ontario.

Notwithstanding the foregoing paragraph, the parties may agree to the appointment of a single Arbitrator with the same powers as an Arbitration Committee. In such cases, the party referring the grievance to arbitration shall, instead of submitting the name of its nominee, submit the name of the Arbitrator it wishes to suggest to the other party. If agreement cannot be reached on the appointment of a single Arbitrator within 5 working days, an Arbitration Committee will be appointed in accordance with the provisions of the above paragraph except that in the case of a grievance submitted under Article 7.9 the Union will name its nominee within five working days following the period provided for appointment of a single Arbitrator.

The time limits set out above may be extended by mutual consent between the parties.

A decision of a majority of the Arbitration Committee shall be deemed to be a decision of the Committee. In reaching its decision, the Committee or the single Arbitrator shall be governed by the provisions of this Agreement and such decision shall be final and binding upon all parties concerned.

The Company and the Union request that the Arbitration Committee meet within one month following appointment if possible and to render a decision within one month of that meeting if possible.

The cost of the Chairperson shall be shared equally by the parties. Each party shall pay its own costs including those of its nominee, representatives and witnesses.

7. Actions of Officials. If either the Company or the Union alleges violation of the Agreement through

action of the officials of either, the complaint may be dealt with through the Grievance Procedure established by this Article, beginning with the 2nd Step, and discussions between the Company and the Union apart from the Grievance Procedure shall not preclude resort to the Grievance Procedure later, if so desired.

8. Wage Grievance. When a grievance which affects the rate of pay of an employee is settled and as a result of the settlement the employee receives an increase in his/her rate, the increase shall be paid retroactively to the date on which the complaint was first submitted to the Company in writing. A request for wage increase, if not answered within 72 hours, may be treated as a grievance and handled progressively as set forth in Section 4 of this Article.

9. Dismissal. If an employee is dismissed for any reason whatsoever and feels that he/she has been unjustly dealt with, he/she shall promptly notify a member of the Grievance Committee who shall, if a grievance is to be filed, notify the Operations Manager in writing within three (3) working days of receipt of notice of dismissal by the aggrieved employee stating the grounds of objection to the dismissal. The dismissal shall then constitute a grievance and shall be dealt with according to the grievance procedure as set out above beginning with the 2nd Step of Section 4 of this Article. If subsequently it is decided that the employee was unjustly dismissed, he/she shall be reinstated in his/her former position and shall be compensated for all time lost at his/her regular rate of pay, or granted such lesser compensation as may be deemed fair in the circumstances or by unanimous decision of an Arbitration Board. To ensure prompt handling of any such grievance, except by mutual agreement between the Company and the Union, not more than five (5) working days shall be allowed for consideration under each successive step until the matter is brought to arbitration.

The Company will notify the Unit Chairperson or Chief Steward or his/her designated representative within one working day if an employee with seniority is dismissed or suspended. Where notification of dismissal or suspension is not given within one working day, and, if a grievance is to be filed, it may be submitted within three (3) working days of the receipt of the notice by the Unit Chairperson or Chief Steward.

10. Continue Work During Grievance Investigation. If an employee feels he/she is suffering a grievance, he/she should report the complaint at once in the manner described in Section 4 above. Pending its investigation and settlement, he/she should meanwhile try faithfully to perform the duties assigned to him/her by his/her foreperson or by any supervisory officer of the Company.

11. Discussion Between Steward and Foreperson. A Union Steward, or in his/her absence the Chief Steward, may discuss with the foreperson of his/her department, direct matters which may affect the welfare of his/her department as a whole, even though at the time same may not constitute a grievance. Similar discussions may take place between the Unit Chairperson or Chief Steward and the Operations Manager or his/her designated representative.

12. Slowdowns and Interruptions of Production. It is agreed that the Union and its members, individually and collectively, will not, during the term of this Agreement, cause, permit or take part in any slowdown or other curtailment or restriction of production or interference with work in or about the Company's plants or premises.

13. Strikes and Lockouts. It is agreed that there shall be no strike by or lockout of employees affected by this Agreement during the life of this Agreement or during negotiations for its renewal.

14. Labour/Management Committee. It is agreed that two Bargaining Unit members elected by the Union and two Management members will make up this committee. Unless otherwise

agreed, this committee will meet every two months to discuss policies, procedures and matters of mutual concern.

ARTICLE 8 - WAGES- WAGES- WAGES- WAGES- WAGES

1. Regular, probationary, part-time and student employees shall be paid in accordance with the provisions set out in Appendix D, Job Category Classification System and Schedule of Wage Categories.
2. Within one month following the signing of this Agreement, the Company will provide the Unit Chairperson or the Chief Steward with a list of the rates paid to all regular and probationary employees and will, thereafter, advise him/her in writing of changes that occur.

ARTICLE 9 - NIGHT AND WEEK-END PREMIUMS- NIGHT AND WEEK-END PREMIUMS- NIGHT AND WEEK-END PREMIUMS- NIGHT AND WEEK-END PREMIUMS- NIGHT AND WEEK-END PREMIUMS

The Company agrees to pay a premium of thirty-five cents (35¢) per hour to all regular and probationary employees working on shifts beginning between the hours of 2:00 p.m. and 2:00 a.m. Employees working on shifts beginning at 12:00 noon will receive the same premium from 2:00 p.m. until the completion of their shift or 6:00 a.m. Employees working on shifts beginning between 2:00 a.m. and 5:00 a.m. will receive the same premium until 6:00 a.m. This premium shall not be considered as part of such employees' basic rates.

Regular and probationary employees whose schedule calls for work on calendar Saturdays and/or Sundays shall be paid one and one-half times their regular rates for all scheduled hours worked on such days. Such premiums shall not be considered as part of such employees' basic rates.

Sanitation employees required to work a regular shift on Saturdays (5th Shift) will be paid at their regular rates.

ARTICLE 10 - HOURS OF WORK AND OVERTIME- HOURS OF WORK AND OVERTIME- HOURS OF WORK AND OVERTIME- HOURS OF WORK AND OVERTIME- HOURS OF WORK AND OVERTIME

1. All hours worked by regular and probationary employees in excess of 8 hours per day and 40 hours per week, on a basis of 5 days per week, shall be paid for at one and one-half times their regular hourly rates. Overtime premiums will only be paid following forty (40) hours of work provided the time missed was not a result of being sent home or laid off.
2. Alternate schedules, considered to be more in keeping with the wishes of employees, may be submitted by the Union. Such schedules will be implemented by the Company provided Management agrees they satisfactorily meet the requirements of the business and, in this respect, Management's decision shall not be made arbitrarily or unreasonably. In the event a grievance is processed to arbitration and the Arbitration Committee determines that Management's decision was made arbitrarily or unreasonably and that the alternate schedule submitted by the Union is to be implemented, the arbitration award shall be made effective the week following

The company will continue to post the schedule by noon each day, however if it is not posted, the company will call the employees. If the employee leaves early for their own reasons, it is their responsibility to call the plant to find out where and when they are working.

3. Double their regular hourly rates shall be paid to all regular and probationary employees for those hours worked on Sunday, except for those whose work regularly falls on Sunday.
4. Because, however, receipts of raw materials and the demand for the Company's products vary from season to season and from day to day, the Union agrees that it may at times be necessary to exceed or to reduce these basic hours of work.
5. Emergency Call-In. Regular hourly-rated employees, if specially called in at any time outside their regular working hours, shall be through when the emergency is over, and shall be paid at the rate of time and one-half for all hours worked, but with a minimum guarantee of 4 hours at their regular rates.
6. Daily Guarantee. Any regular or probationary employee reporting for work as usual unless previously notified not to report, who is dismissed for that day by reason of some cause for which he/she is not responsible, shall receive for that day at least four (4) hours' pay at his/her regular rate. The above guarantee shall not apply if work is not available due to Acts of God. Employees will be notified 2 hours prior to their shift start not to report, if not required for their shift.
7. The Union agrees that its officers, stewards and members shall not transact Union business during hours for which they are paid by the Company, except with the permission of the Company. No steward may leave his/her department without securing permission from his/her foreperson. Permission will be granted as soon as reasonably possible.
8. Employees shall not be regularly required to work more than five hours without a meal period. When employees are required to work three hours or more beyond their scheduled working hours, they will be entitled to an allowance of \$5.50, which will be added to their gross earnings for that fiscal week.

Effective December 12, 1996 the meal allowance shall be \$6.00.

Employees, if required to work in excess of five hours on Sunday (except for those employees whose schedule calls for work on calendar Sundays), will be entitled to an allowance of \$5.50.

Lunch periods periods will be scheduled between three and one half (3 ½) and five (5) hours into the shift, unless a mutual agreement is reached to vary the lunch times.

9. There shall be no accumulation of overtime premiums for the same hours worked, but the highest single premium shall apply.
10. Injury-Shift Guarantee. An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours necessarily lost in the scheduled shift in which the accident occurs and/or for hours necessarily lost from up to three subsequent scheduled shifts within three weeks of the date of the accident if, as a result of such injury he/she is sent home or to the hospital or for medical attention on instructions from the medical department but, if such is not possible, then by a Company representative. If the injury occurs on a non-scheduled day, the employee will be paid for the hours necessarily lost which would have been worked had the injury not occurred. Workers' Compensation for such injury shall be deducted from benefits due under this section.

ARTICLE 11 - PUBLIC HOLIDAYS- PUBLIC HOLIDAYS- PUBLIC HOLIDAYS- PUBLIC HOLIDAYS- PUBLIC HOLIDAYS

1. The Company agrees to pay all regular and probationary employees at their regular rates of pay, for the normal number of hours of work on each of the following public holidays, whether they work or not on such holiday, and such hours paid will be considered as hours worked for the purposes of Article 10.1.

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Regular and probationary employees absent on the work-day next preceding or their work-day next following any of the above paid holidays shall not be entitled to pay for such holiday unless the absentee received permission from the Company to be absent or was absent because of sickness or for other good cause arising from circumstances beyond his/her control. The work-day next preceding the holiday and on which the employee must report for work and work shall be interpreted to be one of the three work-days immediately preceding the holiday.

Effective December 12, 1996 one individual floater to be granted between the months of October 1 through April 30.

2. Employees eligible for holiday pay and instructed to report for work on a holiday, shall be paid at the rate of two (2) times their regular rates for all hours worked on the calendar day of the holiday in addition to holiday pay to which they are entitled.
3. If any of the above 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. If any of the paid 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 Monday.

Subsection 3 By mutual agreement a paid holiday may be observed by the plant, on another day in lieu of the holiday, and in such a case the day generally recognized as the Public Holiday, shall be considered a normal work day and regular rates will apply.

4. A regular or probationary employee, if laid off or recalled in the pay weeks in which the public holiday falls, shall receive eight (8) hours' pay at regular rates for such holiday, provided he/she receives pay for hours worked in such week. Payment will also be made in respect to such holidays which are observed on Monday to employees laid off on the Friday, Saturday or Sunday immediately preceding. Similarly, payment will be made in respect to Saturday holidays to employees laid off on the Friday immediately preceding. To qualify for this holiday pay, employees must report for work when required in that week.
5. If a paid public holiday falls within the employee's vacation period, he/she may elect to receive holiday pay as provided in the first paragraph of this Article or receive a compensatory day's holiday.

If the employee elects to receive a compensatory day's holiday with pay, it shall be taken at a time to be agreed upon between the Company and the employee. If subsequently the employee does work on the day agreed upon as the compensatory day's holiday, it shall be considered as work performed on a paid public holiday and the employee shall be paid as set out above.

6. The Company agrees to pay to an employee who would otherwise qualify for holiday pay under Article 11, but who is receiving sick pay or Workers' Compensation, the difference between sick pay or Workers' Compensation as the case may be and eight hours' pay at his/her regular rate when the employee returns to work, as long as he/she continues to receive sick pay or, if on compensation, for such period as the employee would have been entitled to receive sick pay had he/she been sick. Should the public holiday be observed on a non-scheduled day, the Company will pay the employees eligible for either of the above payments, eight hours' pay at their regular rates.

ARTICLE 12 - REST PERIODS- REST PERIODS- REST PERIODS- REST PERIODS- REST PERIODS

The Company agrees to grant Rest Periods of 10 minutes during morning and afternoon shifts, provided the working time of the shift exceeds 2½ hours. A rest period of 10 minutes shall be granted in overtime, provided the overtime shift is expected to exceed 1 1/2 hours. The Union agrees that except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that Rest Periods must not be abused. The Company will endeavour to the best of their ability to schedule 8 hour rest periods between shifts.

ARTICLE 13 - SENIORITY- SENIORITY- SENIORITY- SENIORITY- SENIORITY

1. Subject to the provisions of this Article, seniority shall mean accumulated service in the bargaining unit, except that all service with the Company prior to December 12, 1993 shall be considered as "seniority". Persons from the bargaining unit appointed to plant supervisory positions after December 12, 1993 shall continue to retain seniority while in such positions for a period of one year from the date of their appointment.
2. Employees shall be regarded as falling into three classes: part-time, student and regular.

Part-time employees shall mean employees regularly employed for twenty-four (24) hours weekly or less. These employees shall not be entitled to seniority.

"Students" shall mean those employees hired around the school vacation periods, meaning March Break, May 1 until September 1, and the Christmas Holidays. These employees shall not have seniority. Such employees, if retained after the vacation period, shall be subject to the probationary period commencing at the end of the school vacation period.

All other employees shall be regarded as probationary employees when hired and shall have no seniority. After 3 months' service they shall become regular employees and shall receive credit for seniority from the date of their employment, provided however, that for the purpose of determining the probationary period each full day of absence from work for any reason, will be added to the stipulated 3 month period.

Probationary employees, if laid off and later rehired, will be given credit for past service as a probationary employee, if they complete the probationary period within nine months from the date they became probationary employees.

3. Lay-Off. In case it becomes necessary to reduce the working force, the order of lay-off shall be as follows:
 - First: Part-time employees except by agreement with the Union.
 - Second: Student employees will be laid off.
 - Third: Probationary employees will be laid off, provided regular employees remaining can perform the required tasks satisfactorily.
 - Fourth: Regular employees in order of seniority, provided those employees who are retained can perform the required work satisfactorily. Senior employees who may be expected to qualify reasonably quickly will be given an opportunity to do so.
4. Recall. When increasing the working force, the order of recall shall be regular employees in order of seniority, regardless of the departments in which they were previously employed, provided they can perform the required work satisfactorily.
5. An employee transferred from one plant of the Company to another shall retain his/her seniority, subject to approval by the management and local Union of the plant to which he/she is transferred.
6. Accident or Sickness Leave. If an employee is absent from work because of accident or sickness, he/she shall accumulate seniority while off work, up to the time limits corresponding to seniority as set out in Article 13.11 and shall be returned to the position previously held or to a position carrying a rate equal to that previously held subject to seniority and ability to perform the required work satisfactorily. If such positions are not available, the employee shall, subject to seniority and ability, be placed on a job he/she can satisfactorily perform. Applications for reinstatement after the expiry of the allowable periods shall be considered on their merits.
7. (a) Leave for Union Position. One employee who is elected or appointed to a full-time position with the Union, shall upon proper notice, be granted leave of absence without pay, for a period not to exceed the term of this Agreement. Such employee, upon one month's notice of his/her desire to return to work with the Company, shall subject to his/her seniority and ability to satisfactorily perform the required work, be placed in the position previously held or one at an equal rate of pay. If such positions are not available the employee shall, subject to seniority and ability, be placed on a job he/she can satisfactorily perform, retaining the seniority possessed at the time such leave of absence was granted.
 - (b) Public Office Leave. Employees who are elected to the municipal government, the Provincial Legislature or the Government of Canada shall, upon establishing need for same, be granted leave of absence without pay for a period not to exceed the duration of this Agreement. Those granted such leave will retain the seniority possessed prior to the leave but will not accumulate seniority during the leave of absence.
 - (c) Temporary Union Business Leave. Subject to the needs of the business, leave of absence for the purpose of attending Union schools, conventions or conferences for a period not exceeding 30 days shall be granted to up to 3 employees chosen by the Union on a written request from the Local Union. The Union shall give the Company written notice of not less than 2 days before the requested leave is to commence. Employees on such leave of absence shall accumulate seniority during the period of the leave of absence.
8. Leave of Absence. Subject to the exigencies of the business, leave of absence without pay up to one

year may be granted by the Company on the written request of an employee, provided the reasons stated in the application are sufficient.

9. **Pregnancy Leave.** An employee with seniority, who is pregnant, shall be entitled upon application to a leave of absence of at least seventeen (17) weeks without pay commencing during the seventeen (17) weeks immediately preceding the estimated day of her delivery.

The employee shall provide the Company with at least two weeks' written notice of the date upon which she intends to commence her pregnancy leave and furnish the Company with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the expected date of birth.

The employee will return to work from pregnancy leave, subject to seniority, at the completion of seventeen (17) weeks or six (6) weeks following the actual date of her delivery, whichever is later. The employee may shorten the duration of the pregnancy leave by providing the Company with four (4) weeks' written notice of her intent to return to work as well as a medical certificate from her physician stating that she is able to resume regular duties. Upon return to work the employee will be placed on the job previously held or one at an equal rate of pay. If the employee would not otherwise have retained her previous job and is not placed on a job carrying an equal rate of pay, she shall, subject to seniority, be placed on a job she can satisfactorily perform.

An employee not physically fit to return to work within the time limits set out above will have her leave of absence extended, until she is physically fit to return to work up to the time limits corresponding to seniority as set out in Article 13, Section 11(c) or eighteen (18) weeks, whichever is later.

Upon return to work the employee will be given credit for seniority for the period of this leave, excluding any periods of lay-off.

10. Seniority records shall be maintained by the Company showing the places on the seniority list of all employees in every department. This list shall be revised quarterly or as otherwise agreed and copies given to the Chief Steward of the Union. The names and service of probationary employees will be added to this list.
11. The seniority of an employee shall be considered broken, all rights forfeited, and there shall be no obligation to rehire, when he/she:

- (a) Voluntarily leaves the service of the Company, or is dismissed for cause.
- (b) Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. The Company will give the employee reasonable time to report to work, however this time will not extend beyond 2 hours. The present method of contact or a telegram or a notice mailed to the employee at the last known address of the employee, shall constitute a reasonable effort on the part of the Company, and if, within 48 hours of such notice, the employee fails to report for duty, or to advise the Company of the date when he/she will so report, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ. In urgent cases, however, where it is necessary to secure workers at notice of less than 48 hours, the Company, if unable to make contact with the senior eligible employee, may recall the next senior employee and so on down the list, until the vacancy is filled.

Employees rehired under such circumstances shall retain the positions to which they are appointed, but provided the employees with whom the Company was unable to communicate in time, later within 96 hours advise the Company of their desire to return to the Company's employ, they shall retain their seniority, and shall be eligible for recall on the next occasion of a vacancy in a position for which they possess the required ability.

- c) Has been out of the Company's employ in excess of allowable breaks defined below:

<u>Length of Employee's Service</u>	<u>Allowable Break</u>
Over 90 days to 12 months	- Time equivalent to one-half of length of service.
Over 1 year	- Time equivalent to length of service up to two years.

These allowable breaks on lay-off may be extended by adding periods of absence resulting from sickness or personal injury certified by a physician, up to the above time limits, or by leave of absence granted by the Company, up to one year.

An employee who returns to work within the time of an allowable break shall retain the seniority he/she had at the time he/she was laid off, but shall not accumulate additional seniority during the period of lay-off. A seniority employee laid off or suspended, who returns from lay off or suspension, shall accumulate seniority for a period of twenty working days following the lay off or suspension.

12. Persons whom the Company is training to fill technical, commercial or supervisory positions, may be employed or retained in employment in plant operations irrespective of the seniority provisions of this Article. The secretary of the Local Union shall be advised of such appointments. Except by agreement with the Union, such appointments shall not exceed 1% of the total number of employees covered by this contract.
13. Changes introduced into the Company's seniority policy as a result of the provisions of this Article, shall apply only to employees affected by this Agreement, who are presently in the employ of the Company, and future employees.

ARTICLE 14 - JOB POSTING

- JOB POSTING- JOB POSTING- JOB POSTING- JOB POSTING

Notices of vacancies above Production Category 1 (including all Mechanical and Engineers categories) within the Bargaining Unit will be posted. A copy of all such notices will be given to the Unit Chairperson or Chief Steward of the Union at the time of posting. Those applying within five (5) working days from the time of posting will receive consideration for the vacancy on the basis of ability and seniority, seniority being the governing factor when ability is equal, provided they possess suitable qualifications for the job and can qualify reasonably quickly. All promotions shall be on a probationary basis until the employee has demonstrated his/her ability to perform the new task satisfactorily. Employees selected to fill such positions temporarily shall receive equal consideration with such applicants.

SHIFT PREFERENCES

An employee who successfully bids for a job posting, must work on the shift where the vacancy appears. The employee must remain on that shift for one year. During this period of time, they have the option of applying for any other job posting within the plant.

After one year, the employee has the option of bumping less senior employees with the same job posting. If an employee is laid off their regular job on their shift, they have the option of bumping to another shift or choosing a lay off day providing the needs of the business are satisfied.

ARTICLE 15 - VACATIONS- VACATIONS- VACATIONS- VACATIONS- VACATIONS

1. The Company agrees subject to the provisions set forth in the following sections of this Article to grant vacations with pay on the basis of service calculated to January 1st, as follows:
 - (a) Employees with service of less than five (5) years will be granted vacations in accordance with Ontario Law.
 - (b) Thereafter, employees will receive vacations with pay based on years of service as follows:

After 5 years' service	3 weeks
After 10 years' service	4 weeks
After 20 years' service	5 weeks
After 25 years' service	6 weeks
2. Employees who, after January 1st and prior to September 1st of the calendar year, reach the service required to entitle them to an additional week of vacation, in accordance with the vacation scale set out in Section 15.1(b) above, will become eligible for such additional week of vacation on completion of the required years of service. If circumstances permit such week may be granted earlier in the year.
3. The vacation week shall be considered to consist of 40 hours at the regular hourly rate, provided this amount will be reduced by one fifty-second (1/52nd) for each week of absence excepting absences which are:
 - (1) With permission up to 30 days annually.
 - (2) Due to sickness up to 30 days annually or such longer periods as an employee may be entitled to receive sick pay under the Company's Sick Pay Plan, and
 - (3) Up to one year due to compensable accident.
4. The Company may schedule a one week shut down each year. This will normally be scheduled the last week of July prior to Civic Holiday. Employees will be notified of this shut down by March 1st in the year a shut down is to be scheduled.
5. Vacations may be granted at any time subject to the demands of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Subject to the requirements of Article 15.4 employees will indicate their preference for their first two weeks vacation entitlement in order of seniority. Where there is a shutdown, as in Article 15.4, the shutdown week will be considered to be the employees first week of vacation. Employees will then indicate their preference for any remaining weeks' entitlement in order of seniority.
6. Employees with 6 or more years of service who leave the service of the Company for any reason

will be eligible at time of leaving to receive any unexercised vacation credit to which they may be entitled as follows:

- (a) Vacation with pay for which they were eligible at January 1st last preceding.
- (b) One fifty-second (1/52nd) of the vacation scale applicable in each case at time of separation for each week of service computed back to January 1st.

7. Every employee will take his/her vacation in the year in which he/she becomes eligible for it. Vacation periods shall not be accumulated from year to year.

ARTICLE 16 - SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of employees during working hours. Protective devices on machinery and other devices deemed necessary properly to protect employees from injury shall be provided by the Company. This, however, shall not be construed to include such personal necessities as safety boots, gloves, coveralls, or any such article which becomes the personal property of the employee.

The Union agrees to appoint or elect and the Company to recognize three bargaining unit representatives on the Joint Health and Safety Committee. Unless otherwise agreed this Committee will meet monthly. This Committee may make recommendations on matters affecting the safety and health of employees.

ARTICLE 17 - SICK PAY AND BENEFIT PLANS

1. Sick Pay. Effective the first full pay week following December 12, 1996, sick pay will be paid in the following amounts in accordance with the Company's Sick Pay Plan:

- Group 1 Production Category 1 \$281.00
- Group 2 Production Categories 2 - 4 and Mechanical Category 1 \$310.00
- Group 3 Mechanical Categories 2 - 3 and Engineers \$339.00

The service scale for duration of payments is as follows:

6 months to 18 months' service	4 weeks
18 months to 5 years' service	16 weeks
5 years to 7 years' service	26 weeks
7 years to 10 years' service	34 weeks
10 years' service and over	52 weeks

Effective December 12, 1996, the required premiums will be paid 75 % by the Company and 25% by the employee.

The three day waiting period will be waived in respect to an employee who is hospitalized during the waiting period due to an illness, accident or day surgery.

2. Life Insurance. Effective the first of the month following the date of ratification and in accordance with the Company's Life Insurance Plan, eligible employees are covered for \$30,000.

The Company will pay the full cost of the Group Life Insurance Plan.

3. Extended Health Care. The Company's Major Medical plan will remain in effect for the term of this Agreement, except for benefits introduced in any compulsory government sponsored plan. The company will implement a Generic drug plan card based on the current coverage by September 1, 1998. There is a seven dollar (\$7.00) dispensing fee cap.

(a) Dental Plan. Effective January 1, 1999, allowable expenses will be based on the 1998 Ontario Dental Association Fee Schedule up to a maximum of \$1,500.00 per calendar year.

Effective January 1, 2001-ODA 2000 and effective January 1, 2002-ODA 2001.
January 1, 2002 maximum of \$1600.00.

(b) Vision Care. Effective December 12, 1996, allowable expenses will be paid to a maximum of \$130.00.

ARTICLE 18 - APPEARANCE IN COURT

An employee summoned to appear or required to serve jury duty or one who has been served with a subpoena to appear as a witness shall be paid the difference between what he/she would have earned for his/her scheduled hours at his/her paid rate and the court fee received. Employees should notify their foreperson as soon as possible after receipt of notice of selection for jury duty or after receipt of the subpoena to appear as a witness. The Company may require the employee to furnish a certificate of service from an officer of the court before making any payment under this section. An employee serving as a juror is not required to work his/her regular scheduled shift. The employee will come to work during those regular hours that he/she is not required to attend the court.

ARTICLE 19 - BEREAVEMENT PAY- BEREAVEMENT PAY- BEREAVEMENT PAY- BEREAVEMENT PAY- BEREAVEMENT PAY

When an employee attends the funeral of an immediate relative, he/she shall receive eight (8) hours' pay at his/her regular rate for the day of the funeral and for two other days to be taken not later than two days following the day of the funeral, provided that such payments are made only in respect to absence from work on his/her regular work days.

When an employee cannot attend the funeral of an immediate relative because of geographical distance, he/she shall receive eight (8) hours pay at his/her regular rate for the day of the funeral. Such payment will be made in respect to absence from work on his/her regular work day.

For the purpose of this clause, an immediate relative shall be one of the following: Wife, Husband, Daughter, Son, Mother, Father, Sister, Brother, Mother-in-law, Father-in-law, Grandmother, Grandfather, Step-son, Step-daughter (on both sides of the family), Brother -in-law, Sister-in-law, Grandchildren.

ARTICLE 20 - RENEWAL OF LICENSES

The Company will reimburse employees for the renewal of necessary licenses required in the performance of their duties.

ARTICLE 21 - CLOTHING- CLOTHING- CLOTHING- CLOTHING- CLOTHING

Oilskin aprons, oilskin sleeves, gloves, hair nets, head coverings and knives specified by the Company as required for work will be supplied to employees but such items shall remain the property of the Company

and shall not be removed from the Company's premises. Launderable outer work clothing specified by the Company as required for work will be supplied to employees. The Company will make the necessary arrangements for the laundering of such clothing. Notwithstanding the above, the deposit system presently in effect for leather gloves, jackets, coveralls and smocks shall continue in effect.

Employees with more than 6 months' seniority, who purchase C.S.A. approved safety footwear for use on the job, will receive an allowance of up to \$85.00 towards such purchase. Employees with less than 6 months' seniority who purchase C.S.A. approved safety footwear shall be reimbursed up to \$85.00 towards such purchase on attainment of 6 months' seniority. Effective February , 2001 increase allowance to ninety dollars (\$90.00) For a subsequent purchase, employees will again become eligible for this allowance one year from the date of their previous purchase under this provision.

TOOL ALLOWANCE

Employees in the mechanical group will be granted a tool allowance of up to \$450.00 during the course of the Collective Agreement for the replacement of tools required by the company, which are broken or worn out on the job. The allowance may also be used for the purchase of new tools, required by the company to maintain new equipment or to employ new techniques.

New employees in the mechanical group will not be eligible until they have completed twelve months of service on the job.

ARTICLE 22 - GOVERNMENT REGULATIONS

It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party, which in any way contravenes laws, orders or regulations issued by, or under authority of, the Government of Canada or that of the Province of Ontario, or such agency as may be deputed by either of such Governments from time to time in regard to wages, bonuses, hours, conditions of labour or other related matters.

ARTICLE 23 - UNION NOTICES - UNION NOTICES- UNION NOTICES- UNION NOTICES- UNION NOTICES

During the life of this Agreement, the Company agrees to permit Union Officers, who are employees of the Company, to put notices of Union meetings or of other matters of interest to Union members upon bulletin boards customarily used for such purposes, provided all such notices are to be first approved by the manager, or his/her designated representative. The Union agrees to refrain from distributing any other notices of publications upon the Company's premises, and to distribute any printed material at the gates only after working hours.

ARTICLE 24 - PLANT CLOSING- PLANT CLOSING- PLANT CLOSING- PLANT CLOSING- PLANT CLOSING

1. When it becomes necessary to close the plant or a substantial portion of the plant and it is not expected that those affected will be re-employed, a separation allowance will be paid to employees subject to the following:

- (a) They have one or more years' seniority.
- (b) They are actively employed with the Company and accumulating seniority or have been laid off within the thirty day period preceding the date of notice of closing. Employees on leave of absence up to one year, and employees receiving Workers' Compensation or off sick will be eligible, provided they have not been off work in excess of the time limits corresponding to seniority as set out in Article 13.
- (c) They have not refused an offer of employment by the Company in the same plant or in another unit of the business, the location of which is reasonably accessible to the location of the place of employment from which the employees are being separated.
- (d) They have not refused an offer of employment the requirements of which are not substantially different from the work previously performed and provided they cannot be reasonably expected to perform the offered work satisfactorily.
- (e) They have not been granted retirement on pension.
- (f) They have not been transferred to another plant.
- (g) The closing is not brought about by war, strike, walkout, work stoppage, slow down or other cessation of work, fire, government action, or Act of God.
- (h) In order to qualify for separation allowance employees will continue to work in a satisfactory manner as long as required.
- (i) The scale of separation allowance shall be as follows:

**YEARS OF
COMPLETED SERVICE
AMOUNT**

1	\$300.00
2	\$400.00
3	\$500.00
4	\$600.00
5	\$700.00
6	\$850.00
7	\$1,000.00
8	\$1,150.00
9	\$1,300.00
10	\$1,450.00
11 to 20	
21 and over	

The ten year allowance plus \$250.00 for each year over ten.

The twenty year allowance plus \$325.00 for each year over twenty.

2. Employees who accept separation pay under the provisions of this clause shall on so doing terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

- 3. In respect to those employees who are eligible for separation allowance under this Article the Company will continue to contribute to the Group Life Insurance, Medical-Surgical, Extended Health Care and Hospitalization plans. Such contributions shall continue for a period of up to three months following the month in which the plant is closed and will be made on the basis existing at the time of closing.

ARTICLE 25 - DURATION OF AGREEMENT- DURATION OF AGREEMENT- DURATION OF AGREEMENT- DURATION OF AGREEMENT- DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from the date of signing until the 31st day of January, 2003, and shall thereafter automatically renew itself from year to year, unless a notice of termination or of amendment is given by either party to the other in writing at least 60 days before the expiry date of the Agreement. If such notice is given, this Agreement shall remain in force during the period of negotiations.

Sub-titles of the provisions of this Agreement are for index purposes only and are not intended as a guide to interpretation of the Agreement.

In signing the foregoing Agreement the parties hereto recognize that no rigid rules can of themselves secure mutual co-operation which both parties agree is essential alike to the welfare of the business and to that of the employees.

It is, therefore, of paramount importance to all concerned that the spirit of this Agreement be followed as faithfully as the written terms.

With this in mind the parties hereto pledge their best endeavour to carry out the provisions of this Agreement in a spirit of goodwill, tolerance and understanding.

SIGNED this _____ day of _____, 1996.

FOR UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 617P _____

FOR MAPLE LEAF FOODS INC.,
BRANTFORD, ONTARIO _____

APPENDIX "C" C

Office Janitor

APPENDIX "D"

1. Job Category Classification System

- (a) Subject to the following provisions, regular full-time, probationary, part-time and student employees shall receive the applicable wage rates set out in Appendix "D", Section 2 - Schedule of Wage Categories for the classifications to which they are regularly assigned, provided they are qualified.
- (b) An employee shall receive the applicable category rate after he/she has been assigned to the classification concerned for a period of six (6) weeks and is qualified, subject to (e) or (f) below.
- (c) When an employee is regularly assigned to classifications in more than one production category he/she shall be paid an hourly wage rate determined by bringing into account the actual percentage of time worked in the highest rated category and the balance of the total time worked in the next highest rated category. Where such an employee regularly works 75% or more of his/her time in the highest rated category he/she shall be paid the rate for that category. The above hourly wage rate calculation will be subject to (e) or (f) below.
- (d) When an employee is required to temporarily fill a job in a higher rated category he/she shall receive the higher rate, but if required to temporarily fill a job in a lower category he/she shall receive his/her regular rate, subject to (e) or (f) below.
- (e) "The starting rate for new employees hired prior to July 22, 2000, will be 80% of the applicable category. Automatic increases of 5% of the category rate will be granted on the completion of each 6 months' service, except that after twenty-one months service, the category rate will be paid."

New part-time employees hired prior to July 22, 2000, shall receive a starting rate of 80% of the applicable category. Automatic increases of 5% of the category rate will be granted on the completion of each one thousand (1,000) hours worked. After four thousand (4,000) hours worked, they will be paid the rate of the category as set out in Appendix "D", Section 2 - Schedule of Wage Categories.

- (f) It is agreed that the differential for new employees applicable to all other employees will not apply to those in the Mechanical or Engineers categories. The starting rate for new employees hired in the Mechanical or Engineers categories will be 50¢ per hour below the category rate. An automatic increase of 25¢ per hour will be granted on the completion of 3 months' service. After 6 months' service, the category rate will be paid.
- (g) Lead Hands designated by the Operations Manager shall be paid a premium over their calculated wage rate for the duration of the assignment, on the following basis:

Lead Hands - fifty cents (50¢) per hour.

Company Bonus: The Company agrees to provide a three hundred dollar (\$300.00) lump sum payment, less deductions, to those full-time employees with seniority who are on the payroll and actively at work as of the date of ratification. Those full-time employees with seniority who were on the payroll but not actively at work as of the date of ratification who return to work prior to January 31, 2001, will be entitled to a lump sum payment. The amount of payment will be three hundred dollars (\$300.00) reduced by 1/12th times three hundred dollars (\$300.00) for each full month of absence or layoff between February 1, 2000, and the date of return to work.

Effective February 1, 2001, three hundred dollars (\$300.00) lump sum payment as above with 1/12th reductions as applicable.

Effective February 1,2002, thirty-five cents (\$.35) per hour general wage increase.

APPENDIX "D" (cont'd)

2. Schedule of Wage Categories

	Effective	Effective
PRODUCTION	December 12, 1996	February 1,2002
Category 4	\$14.84	\$15.19
Gravy Maker		
Line Operator		
Formulator		
Massager		
Hayssen		
Freezer/Fryer/Oven		
Category 3 A		
Quality Control Inspector 14.58	14.93	
Sanitation		
Category 3 14.54		14.89
Shipper-Receiver		
Set Up and Maintain Equipment		
Pastry Maker		
Fork Lift Operator		
Category 2 13.64		13.99
Pie Line Attendant		
Fork Truck		
Plate Freezer Operator		
Skidding		
Dicing		
Comatrol		
Sepomatic		
Category 1 13.34		13.69
General Labour		

Packer
 Spreader
 Inspection
 Janitor/Janitress

MECHANICAL

Category 3

Electrician "A" (fully qualified with Provincial Certificate)	\$21.35	21.70
Millwright "A" (fully qualified with Provincial Certificate)	21.35	21.70
1st Class Engineers or Refrigeration B	21.35	21.70
2nd Class Engineers	21.00	21.35
3rd Class Engineers	20.85	21.20
4th Class Engineers	20.85	21.20

Category 2 16.83 17.18
 General Maintenance "A"

Category 1 13.92 14.27
 Maintenance Help

ENGINEERS

2nd Class Engineers	18.49	18.84
3rd Class Engineers	17.99	18.34
4th Class Engineers	17.99	18.34

New Hires After July 22, 2000

Full-Time

Start Rate	\$10.00 (ten dollars)
1st Year	10.83 (ten dollars and eighty-three cents)
2nd Year	11.66 (eleven dollars and sixty-six cents)
3rd Year	12.49 (twelve dollars and forty-nine cents)
full rate 4th Year	13.69 (thirteen dollars and sixty-nine cents)

Student Rates

1st Year	\$9.00 (nine dollars)
Subsequent Years	10.00 (ten dollars)

Part-Time Rates

Start Rate	\$10.00 (ten dollars)
1st year	10.50 (ten dollars and fifty cents)

2nd year	11.00 (eleven dollars)
3rd year	11.75 (eleven dollars and seventy-five cents)
4th year	12.75 (twelve dollars and seventy-five cents)

3. Classifying New or Changed Jobs

- (a) The Company will classify the job into the wage category schedule, based on comparisons with other jobs in the plant, and notify the Chief Steward, in writing.
- (b) In case of disagreement, the Union will give written notice to the Company stating the wage category in which, in the Union's judgement, the job should be classified, and a list of job comparisons explaining the basis upon which the Union's judgement was made. If notice of disagreement as set out above is not received by the Company within 60 days of the date the Chief Steward was notified of the wage category in which the job was classified by the Company, the category in which the job was placed by the Company will be considered the agreed category for the job.

Similarly, when the Company has advised the Union that there is no justification for reclassifying a job in a higher rated category where the Union alleges a job has been changed, the Union may give written notice of disagreement to the Company stating the wage category in which, in the Union's judgement, the alleged changed job should be classified, and a list of job comparisons explaining the basis upon which the Union's judgement was made.

Following receipt of the Union's notice of disagreement, the Company, within 30 days, will submit to the Union, in writing, a list of job comparisons explaining the basis upon which the Company's judgement was made.

- (c) The disagreement will then be discussed by the Chief Steward and/or Unit Chairperson and Management representatives. A full-time representative of the Union may attend this meeting.

If no agreement is reached, the Union may refer the disagreement to arbitration as set out in Article 7, Section 6 by giving written notice to the Company, within 30 days following the above meeting, stating the Union's final judgement of the appropriate wage category and the list of job comparisons on which it will rely at arbitration. Following receipt of the Union's notice, the Company will submit its final judgement of the appropriate wage category and the list of job comparisons on which it will rely at arbitration.

The Arbitrator, or Arbitration Committee, shall have only the authority to decide in favour of the wage category set by the Company or the wage category submitted by the Union, based on comparisons with other jobs in the plant as submitted on the final lists of job comparisons submitted by the parties. The Arbitrator's, or Arbitration Committee's, decision will establish the wage category which will be binding on both parties.

- (d) After the job is started the wage category set by the Company will be implemented and the applicable rate will be paid retroactive to the date that the job reached normal operation. Similarly, if subsequently the job is placed in a higher rated category as a result of a disagreement submitted by the Union, including at arbitration, the rate increase will be paid retroactive to the date that the job reached normal operation.