

SOURCE	Comf		
EFF.	96	02	01
TERM.	98	05	31
No. OF EMPLOYEES	25		
NOMBRE D'EMPLOYÉS	25		

A G R E E M E N T

Between

**MAPLE LEAF FOODS INC.,
 DRY/DELI DIVISION,
 30 Weston Road,
 Toronto, Ontario**

and

**UNITED FOOD AND COMMERCIAL WORKERS
 INTERNATIONAL UNION, A.F.L. - C.I.O.,
 affiliated with the Canadian Labour Congress,
 Local 208**

February 9, 1996 - May 31, 1998

0946702

MAR - 6 1996

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
ARTICLE 4 - UNION SECURITY	2
ARTICLE 5 - GRIEVANCE PROCEDURE	3
ARTICLE 6 - ARBITRATION	5
ARTICLE 7 - ESTABLISHING THE BRACKET VALUE FOR A NEW OR CHANGED JOB	6
ARTICLE 8 - APPLICATION OF JOBRATES	7
ARTICLE 9 - WAGES	8
ARTICLE 10 - HOURS OF WORK AND OVERTIME	9
ARTICLE 11 - DAILY GUARANTEE AND EMERGENCY CALL-IN	10
ARTICLE 12 - PAY FOR PAIDHOLIDAYS	10
ARTICLE 13 - VACATIONS	11
ARTICLE 14 - REST PERIODS AND MEALS	14
ARTICLE 15 - SENIORITY	15
ARTICLE 16 - NON-BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK	17
ARTICLE 17 - CONTRACTING OUT	18
ARTICLE 18 - LEAVE OF ABSENCE	18
ARTICLE 19-SAFETY ANDHEALTH	20
ARTICLE 20 -TOOLS AND CLOTHING	20

ARTICLE 21 - JURY DUTY AND BEREAVEMENT	21
ARTICLE 22 - CREDITED SERVICE	22
ARTICLE 23 - EMPLOYEE BENEFITS	24
ARTICLE 24 - PLANT CLOSING	26
ARTICLE 25 - DURATION OF AGREEMENT	28
APPENDIX "A" - DENTAL INSURANCE PLAN	30
APPENDIX "B" - LONG TERM DISABILITY PLAN	31
APPENDIX "C" - SICK PAY PLAN	33
APPENDIX "D" - BRACKET VALUE SCHEDULE	35
MEMORANDUM OF AGREEMENT - Re: Pension Benefits	36
LETTER OF UNDERSTANDING - Re: Addiction	39

AGREEMENT MADE BETWEEN

**MAPLE LEAF FOODS INC.,
DRY/DELI DIVISION,
30 Weston Road, Toronto, Ontario
(hereinafter called the "Company")**

AND

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, A.F.L. - C.I.O.,
affiliated with the Canadian Labour
Congress, Local 208
(hereinafter called the "Union")**

ARTICLE 1 - PURPOSE

- 1.1** The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees, to set forth rates of pay, hours of work and conditions of employment and to provide an amicable method of settling grievances.
- 1.2** It is understood and agreed that there will be no strike, slow-down, suspension or stoppage of work by the Union or its members employed by the Company during the term of this Agreement.
- It is understood and agreed that the Company will not lock out employees during the term of this Agreement.
- 1.3** Nothing in this Agreement shall require the Company or the Union to take any action which would be unlawful by reason of applicable Federal and/or Provincial laws, rules and/or regulations.

ARTICLE 2 - RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for all production employees of Maple Leaf Foods Inc., Dry/Deli Division, 30 Weston Road, Toronto, Ontario, save and except assistant supervisors, persons above the rank of assistant supervisor, office staff, sales staff, laboratory staff, quality control staff, plant clerical staff and security staff.

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

ARTICLE 3 - MANAGEMENT RIGHTS

Subject only to the provisions of this Agreement, the management of the plant and the direction of the work force, including the right to hire, promote and demote employee#, to

suspend, discharge or otherwise discipline employees for just cause, to assign and reassign employees to jobs, to increase and decrease the work force, to determine the products to be handled, produced or manufactured, the schedules of production and the methods, processes and means of production or handling are vested exclusively in the Management of the Company.

ARTICLE 4 - UNION SECURITY

4.1 The Company agrees that it shall be a condition of employment that any employee, who at the date of the signing of this 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 and shall thereafter maintain membership in the Union in good standing.

Employees who are or who become members shall be deemed to maintain their membership in the Union in good standing provided they pay their regular Union dues,

4.2 No employee shall be subjected to any penalties against his/her application for membership or for reinstatement as a member in 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 whatsoever be practised or permitted with respect to employees who are or who become members of the Union.

4.3 The Company agrees that upon receipt of written authorization in the form of a signed Union membership card, it will deduct from each employee's pay on each pay-day the regular Union dues and will transmit the total sum of the amounts so deducted to the designated official of the Union on or before the fifteenth day of the following calendar month.

The Union will advise the Company of the amount of regular Union dues to be so deducted.

Employees shall receive a statement of Union dues paid during a taxation year for income tax purposes.

4.4 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 Union on the first pay-day of the following calendar month and shall remit

the same to the designated official of the Union on or before the fifteenth day of the following month,

The Union will advise the Company of the amount of the initiation fee to be so deducted,

- 4.5 The use of the masculine gender in this Agreement shall be considered **also** to include the feminine.
- 4.6 The Company and the Union agree not to discriminate against any employee because of **race**, colour, creed, nationality or **sex**,
- 4.7 Union notices **may** be posted on a designated bulletin board **subject to the** approval of the Manager or his/her designated representative. The Union **agrees to refrain from distributing** any other notices or publications upon the **Company's** premises,

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.1 Both the Company and the **Union** recognize the desirability of a satisfactory grievance procedure with the objective of settling as many **grievances** as early in the grievance procedure as possible.
- 5.2 Should any difference arise between **an** employee and the **Company** out of the interpretation, application, administration or alleged violation of this **Agreement**, it shall be dealt with progressively in the following manner:

No grievance will be **deemed to exist** unless the employee discusses his/her complaint with his/her supervisor within three (3) **working day** after the occurrence which gave rise to the complaint becomes known to the **grievor in** an effort to allow the supervisor to settle the complaint.

1st Step. If the employee is not satisfied, a grievance **may be filed** and within three (3) **working days**, the **supervisor** will meet with the steward and the grievor in **an effort to settle the grievance.** The supervisor will render his/her decision **not** later than three (3) **working days** following this meeting.

2nd Step. If the grievance is not settled at the first step, it should be set forth in writing, signed by the employee, and presented to the Manager or his/her designated representative within five (5) **working days** from the day of the supervisor's reply in Step 1.

This written grievance shall state the nature of the **grievance**, the section(s) of the Agreement alleged to have been violated and the **correction** requested,

Within five (5) working days of receipt of the written grievance, the Manager and/or other members of his/her staff will meet with the steward and the grievor and, if requested by either party, a full-time representative of the Union. The Company will inform the steward of their decision on the grievance not later than five (5) working days following this meeting.

- 5.3** (a) The **time limits** referred to in the grievance and arbitration procedures may be extended by mutual consent,
- (b) For the purpose of Article 5, the term "working days" shall exclude Saturdays, Sundays, paid holidays set out in this Agreement and any other days when the plant is closed,
- (c) A settlement of a grievance in any step of the grievance procedure shall prevent the grievance from being processed further.

5.4 A policy grievance of general application by either the Company or the Union affecting either of the parties directly, and arising out of the interpretation or administration of the Collective Agreement, may be submitted at the second step of the grievance procedure. Such grievance must be submitted within five (5) working days after the incident giving rise to the grievance became known or should have become known to the grieving party.

5.5 When a grievance which affects the present rate of pay of an employee is settled and as a result of such settlement, the employee receives an increase in his/her rate, such increase shall be paid retroactively to the date the employee was first improperly paid, to a maximum of four weeks.

5.6 The Company will recognize one (1) steward who will be allowed the necessary time off his/her job, without loss of pay, to attend grievance meetings with Company representatives or to discuss with his/her supervisor other matters affecting employees. If it is necessary for the steward to leave his/her job in order to handle a grievance with Company representatives, he/she shall not leave his/her job without first securing permission to do so from his/her supervisor, provided that the supervisor will grant such permission as promptly as it is possible without interfering unduly with production.

The Company will be notified by the Union of the name of the steward, who will be an employee with seniority working for the Company,

If the number of employees normally working on the afternoon shift exceeds three (3), the Company agrees to recognize one (1) steward on that shift,

- 5.7** If an employee with seniority is dismissed or suspended for any reason whatsoever and feels that he/she has **been** unjustly dealt with, he/she shall promptly notify the steward who shall, **within** three (3) working days of receipt of notice of dismissal or suspension by the employee, file a written grievance with the **Manager**. The grievance shall then **be** dealt **with** according to the **grievance** procedure **beginning** with the 2nd step. In the **case** of a dismissal, if it is subsequently **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 for lost wages **as** may be deemed **fair** **in** the circumstances.
- 5.8** When an employee with seniority is dismissed, suspended or **given** written discipline, the Company will notify the day shift **steward** of the action **taken**, **within** one (1) working **day**. The Union **agrees** that under no circumstances **will** the discipline be rendered void **as** a result of **a** violation of this provision.
- 5.9** Where an employee has not been **given** a written reprimand or suspension for **five** consecutive years, the Company will not **rely** upon such **prior** Written reprimand or suspension **to** justify the degree of penalty **taken** in any subsequent disciplinary action.

ARTICLE 6 - ARBITRATION

- 6.1** If settlement **is** not reached **through** the grievance procedure, the grievance may be referred by the Union or by the Company within three (3) **weeks** following the 2nd Step meeting to an Arbitration Board, consisting of three members, one **to** be appointed by the Union, 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 in the **Province** of Ontario upon **request** by the party submitting the **grievance** to arbitration. If agreement cannot be reached within **thirty** **days** **as** **to** the appointment of **a** Chairperson, he/she shall be appointed **by** the Minister of Labour **in** the **Province** of Ontario upon request by **the** party **submitting** the **grievance** **to** arbitration.

- 6.2** A decision of a majority of the Arbitration Board shall **be** deemed **to** be **a** **decision** of the **Board**. In reaching **its** **decision**, the Board shall **be** governed by the **provisions** of this **Agreement**. **Decisions** rendered by the Arbitration Board shall **be** **final** and binding upon all **parties** concerned.

The **cost** of the Chairperson shall **be** shared equally **by** the parties.

ARTICLE 7 - ESTABLISHING THE BRACKET VALUE FOR A NEW OR CHANGED JOB

7.1 The Company **will** establish, based on **comparisons** with other **Jobs** in the plant, the bracket value for a new or changed job and notify the steward, in **writing**.

Should the Company introduce a new job, of a totally different nature than **jobs** currently **existing** in the plant and for which there are no comparable jobs in the plant, the **parties** may refer to the number of brackets **paid** for the same Job in other plants owned by Maple **Leaf Foods Inc.** Such jobs in other plants **Will** be used as a guide only, and the **parties** agree that the **prime** consideration **Will** be the proper relationship between jobs in the plant covered by this Agreement.

7.2 **In** the case of **disagreement**, the steward shall give written notice to the **Manager** **stating** the basis of disagreement and the bracket value at which, in the Union's judgement, the **job** should be established. **If** notice of disagreement **is** not received within sixteen **(16) days** of the date the steward is notified of **the** bracket **value set** by the Company, such bracket value will be considered **to be** agreed to by the Union.

Following the Union's notice of disagreement, **each** party will submit to the other, in writing, a list of job **comparisons** explaining the **basis** upon which their **respective** judgements were made.

7.3 Disagreement **as** mentioned above will **be** discussed by the steward and the **Manager** and/or his/her representative. A pull-time representative of the Union may **also** attend such **meetings**.

7.4 If no agreement **is** reached at the meeting referred to in Article 7.3, the Union may refer the **disagreement** to arbitration by **written** notice stating the Union's **final** judgement of the bracket value **and** the job **comparisons** on which it **will** rely at arbitration. Upon receipt of **such** notice, the Company **will** **submit** its **final** judgement **and** the job **comparisons** on which it **will** rely at arbitration. The parties shall **try** to agree upon the method **of** arbitration but **if** the method cannot be **agreed** **to within** thirty (30) **days** of the date of referral, it **shall** be **as** set out in Article 6 of this Agreement.

7.5 **In** deciding **in** favour of either the bracket value set by the Company or the bracket value submitted by the Union, the Arbitration Board, or single Arbitrator, **shall** have only the authority to consider **comparisons** with other Jobs in the plant **as** submitted by the parties, except that, if the new job **is** of a totally different nature than **jobs** currently **existing** in the plant **and** there are no comparable jobs in the plant, the Arbitration Board, or single Arbitrator, may, if requested by **either** party, consider the **number** of brackets paid for the same **job** in other plants owned by Maple Leaf **Foods Inc.**

The Arbitration ~~Board's~~ or single Arbitrator's decision shall establish the bracket value which shall be binding on both parties.

- 7.6** When, as a result of a **disagreement** under Article 7.2, a bracket value is established that is higher than the bracket value **originally** set by the **Company**, the higher bracket value will be paid retroactive to the date the steward filed written notice of disagreement with the Manager,

ARTICLE 8 - APPLICATION OF JOB RATES

- 8.1** When an employee becomes qualified on the **job(s)** that he/she regularly performs, his/her paid rate **will be** determined by **adding** the value of any **full** and partial brackets to which he/she **is entitled** under Article 8.2 **to his/her** applicable starting or applicable base rate.

"Qualified" **as** used above shall be interpreted to mean able **to** regularly perform the job(s) without instruction or assistance.

- 8.2** When an employee is regularly assigned to more than one job, he/she shall be paid the number of **full** and partial brackets determined by bringing into **account** the actual percentage of time worked on the job with the **highest** bracket value and the balance of the time worked on the job with the **next highest bracket** value. An employee regularly working **50% or more** of his/her time on the job with the highest bracket value **will be paid** the bracket value of such job,
- 8.3** When an employee is temporarily assigned to a job with a higher bracket value than his/her regular job, he/she shall be **paid** the higher **number** of brackets, but if temporarily assigned to a job with a lower bracket value than his/her regular job, he/she shall continue to be paid his/her regular rate. When an employee temporarily **works 50% or more of his/her time on a job with a higher bracket value** than his/her regular job in a payroll week, he/she shall be paid the higher number of brackets for all hours worked during **such** payroll week.
- 8.4** When an employee is assigned to a lower rated job because of **gang** reduction or volume fluctuations, his/her rate shall **not be** reduced for a period of twelve (12) weeks, including lay-off, after which the lower rate will apply. Should the employee be returned temporarily to his/her former regular job during the twelve week period, the number of days so spent on his/her former regular job shall be added to the above period. However, should the employee be returned temporarily to his/her former regular job during the above period for three consecutive weeks or more, the twelve week period will recommence from the day he/she again returns to a lower rated job.

- 8.5** 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 of a job that is reduced in value following a technological innovation continues on the changed job, his/her rate shall not be reduced for a period of one (1) year, including lay-off, provided that the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job or jobs he/she is performing.

ARTICLE 9 - WAGES

- 9.1** (a) The base rate for employees hired on or prior to February 1, 1996 will be \$16.20 per hour and the base rate for employees hired subsequent to February 1, 1996 will be \$12.15 per hour.

(b) Job incrementa (one bracket) will be nine cents (9¢).

- 9.2** The starting rate for employees who were hired on or prior to February 1, 1996 is 75% of their base rate. Automatic increases of 5% of their base rate will be granted on the completion of 6, 12, 16 and 20 months' credited service. After two years' credited service, their base rate of \$16.20 per hour will be paid.

- 9.3** The starting rate for employees hired subsequent to February 1, 1996 will be \$10.00 per hour. Automatic increases of fifty-threecents (53¢) per hour will be granted on the completion of 6, 12 and 18 months' credited service. After two years' credited service, their base rate of \$12.15 per hour will be paid.

- 9.4** Except as set out below, employees hired on or prior to February 1, 1996 whose schedule calls for work on calendar Saturdays and/or Sundays will be paid a premium equal to one-half (½) their regular rate for all scheduled hours worked on such days. This premium will not be considered as part of the employee's basic rate.

An employee hired on or prior to February 1, 1996 who, subsequent to February 1, 1996, applies for a job which requires him/her to work on a schedule that calls for work on calendar Saturdays and/or Sundays will be paid a premium of four dollars (\$4.00) per hour for all scheduled hours worked on such days. This premium will not be considered as part of the employee's basic rate.

Employees hired subsequent to February 1, 1996 whose schedule calls for work on calendar Saturdays and/or Sundays will be paid a premium of four dollars (\$4.00) per hour for all scheduled hours worked on such days. This premium will not be considered as part of the employee's basic rate.

9.5 Employees **will be** paid a premium of forty cents (**40¢**) per hour for **all** hours worked between 6:00 p.m. and 6:00 a.m. This premium **will not be considered as** part of the employee's **basic** rate.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.1 The Company **agrees to** guarantee every employee pay equivalent to thirty-seven (**37**) hours of work **at** regular rates in each payroll **week** subject **to the** following provisions:

- (a) The guarantee shall **be reduced by** the number **of** hours for which an employee is not eligible for payment of wages, **This will include** tardiness, or absence from work **on any** day or part of **a day**, quitting or hiring during the week, **being engaged** in a stoppage of work, suspension or **dismissal**, or being on lay-off.
- (b) The Company shall **adjust gangs** in proportion to the **work available** or expected, **To** provide employees with their guaranteed pay, **the** Company shall be free **to** distribute work **within** the plant and to transfer employees **from** one area to another, reasonable consideration being given to extreme changes in temperature.
- (c) The **thirty-seven (37)** hour guarantee provisions are based on **pay** and **not on** hours worked. The Company **has complied with this provision** when **an eligible** employee **has been paid** an amount **equal to thirty-seven (37)** hours at his/her regular rate including overtime, payments related to paid holidays, off-shift premium, week-end premium, call-in pay, bereavement pay, jury duty and **witness payments**, daily guarantee payments under Article 11.1, injury-shift guarantee **payments** under Article 19.2, and all payments made under Article **14.2**.

10.2 **Overtime will be** paid at the **rate of** one and one-half ($1\frac{1}{2}$) times **an** employee's **regular** rate for:

- (a) all hours worked in **excess** of 8 hours per **shift**,
- (b) all hours worked on **a non-scheduled day**.

10.3 An employee **shall** be paid at double **his/her** regular rate for **all** hours **worked in excess** of thirteen (13) continuous hours.

10.4 Double the regular rate **shall** be paid for all hours **worked on a calendar** Sunday **except** to those employees **whose** schedule **calls for work on Sunday**, **If an**

employee's regular day off, in place of Sunday, falls on a **week-day**, he/she shall be paid double the regular rate for hours **worked** on such a **day**.

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

10.6 ~~Because~~ of fluctuating receipts and variable volume, it is recognized by both parties that employees may **be** required to **work** in **excess** of eight **(8)** hours in **any** one day or forty **(40)** hours in any one week, but no employee will be required to work an unreasonable number of hours.

The **Company** **agrees** to use every reasonable effort to give employees as much notice of overtime **as possible** except in **cases of** emergency.

The Company **will** distribute overtime, **as equitably as possible** over the course of one year, **among** those **who** normally **perform** the work.

ARTICLE 11 - DAILY GUARANTEE AND EMERGENCY CALL-IN

11.1 Any employee **who** has reported for work, on other than an **emergency call-in**, and is dismissed **for** that shift by reason of **some cause** for which he/she **is** not responsible, shall receive for that shift at least four **(4)** hours' pay at **his/her** applicable rate.

11.2 Any employee who after leaving the **Company's premises** **is** called in at any time outside his/her ~~normal~~ **working** hours shall be through when the emergency is over and shall be paid for all hours worked **at his/her** applicable rate or shall be paid for a **minimum of four (4)** hours at his/her regular rate, whichever is greater.

ARTICLE 12 - PAY FOR PAID HOLIDAYS

12.1 The **Company** **agrees** to pay employees eight **(8)** hours' pay at their regular rates for each of the holidays set forth below:

New Year's Day
Good Friday
Victoria Day
Dominion Day
First Monday in August

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

In addition to the paid holidays set forth above, the **Company** **agrees** to grant one floating paid holiday each calendar year to **be taken** on a date **agreed** upon each year between the Company and the **Union**. Should the plant **be** required by law to

observe any holiday other than those listed **above**, such holiday shall **replace this** floating holiday.

Employees will **be given a** scheduled day off for **each** paid holiday, In the event that Management and the Union are unable **to agree on the scheduled day to be observed**, it will be designated by Management.

12.2 Employees **absent** on the regularly scheduled **work days** next preceding or next following **any paid holiday 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. Absence with permission **from the Company as** referred to above will not include **absence** because of lay-off or leave of absence.

12.3 **An** employee, **who** would otherwise qualify for holiday pay but **who** is receiving Sick Pay or Workers' Compensation, will be paid the difference between **Sick Pay** or **Workers' Compensation, as the case may be, and eight (8) hours' pay** at his/her regular rate **as long as the disability continues, to a maximum of three months.**

12.4 Double the regular rate shall be paid **to** all employees for all hours worked on the **calendar** day of observance of **a paid holiday;**

12.5 **If any** of the paid holidays are observed while an employee **is** on an excused absence without pay for the **specific purpose of negotiating this Agreement or attending a** Union conference or convention, he/she shall, if **otherwise eligible, be paid eight (8) hours' pay** at his/her regular rate.

ARTICLE 13 - VACATIONS

13.1 Vacations **will** be based **on** credited **service** calculated to **April 1st in the year** in which the vacation is **to be taken.**

13.2 **First Vacation.** Employees **who** have not had their first vacation **will** receive one **fifty-second (1/52nd) of two weeks' vacation with pay** for **each week's credited service** computed to April 1st in the **year in which the vacation is to be taken,**

13.3 **Subsequent Vacations.** In the **next** and subsequent **years,** employees will receive **vacation with pay based on years of credited service as follows:**

After one year's credited service	2 weeks
After five years' credited service	3 weeks
After ten years' credited service	4 weeks
After twenty years' credited service	5 weeks
After twenty-five years' credited service	6 weeks

13.4 Method of Calculation. Vacation pay for each week of vacation shall be forty (40) hours at the employee's regular hourly rate, provided that this amount will be reduced by one fifty-second (1/52nd) for each week of absence, excepting absences which are:

- 1) With permission up to 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.
- 3) Up to one year due to compensable accident.

13.5 Completion of Required Credited Service After April 1st. Employees who, after April 1st and prior to the end of the calendar year, reach the credited service required to entitle them to an additional week of vacation, in accordance with the vacation scale set out in Article 13.3, will become eligible for such additional week of vacation on completion of the required years of credited service. If circumstances permit such week may be granted earlier in the year.

13.6 The Company may schedule a one week shutdown each year, normally for the last week of December. Should business requirements necessitate a change, the final scheduling of the shutdown week will be determined by Management.

All employees entitled to vacation and not required to work must take their first week's vacation entitlement during the shutdown. Any employee required to work during the shutdown will take his/her first week's vacation entitlement at a time agreed upon between the employee and the Company.

13.7 Vacations will, as far as possible, be granted for the period selected by the employee but final allocation of vacation periods is left to the Company in order to assure orderly operation of the plant. Every reasonable effort will be made to permit each employee to take some of his/her vacation between May 1st and October 1st. Eligible employees will indicate their preference for their second and third week's vacation entitlement in order of seniority. Employees will then indicate their preference for any remaining weeks entitlement, one week at a time, in order of seniority. Employees eligible for vacation shall be notified of their vacation period as far in advance as possible.

13.8 No Carry Over of Vacations. Except as set out below every employee shall take his/her vacation in the vacation year in which he/she becomes eligible for it and vacation periods shall not be accumulated from year to year.

- (a) An employee eligible for a 4th, 5th or 6th week of vacation may, by prior arrangement with his/her supervisor, accumulate his/her 4th and/or 5th and/or

6th week of vacation from year to year to be taken at a later time convenient to the Company, taking into account the wishes of the employee. Such accumulated vacations may be taken only as full weeks or multiples thereof. Such vacations will, as far as possible, be granted for the period selected by the employee, but final allocation of such vacation will be left to the Company in order to assure orderly operation of the plant and to ensure that they do not interfere with the scheduling of regular vacation during the current year.

(b) In the case of absence from work for which an employee is eligible for Sick Pay and this absence commences prior to and continues into his/her vacation period and:

- (1) the employee does not return to work prior to the end of the calendar year in which the absence commenced, or
- (2) the employee returns to work too late in the calendar year to permit his/her vacation to be rescheduled,

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

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

13.9 Except as provided in Article 13.8(b), employees entitled to vacation will not be allowed to take money in lieu thereof.

13.10 Employees 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) Employees who have received no vacation, in accordance with the Employment Standards Act of Ontario.
- (b) Employees who have received one or more vacations:
 - (1) Vacation pay for which they were eligible at April 1st last preceding.

(2) One fifty-second (**1/52nd**) of the **vacation** scale applicable in each case at the time of separation for each week of credited **service** computed back to April 1st.

(c) Employees who are laid off and are eligible for vacation pay as above, may leave their vacation pay with the **Company** for a period not exceeding six months.

13.11 If a paid holiday falls within the vacation period assigned to or **chosen** by an employee, the **Company will, at** the election of the employee either:

(a) Pay the employee eight (8) hours' pay at **his/her** regular rate for such paid holiday in addition to **his/her vacation** pay, or

(b) Grant to the employee another day off in substitution for the paid holiday with eight (8) hours' pay at **his/her** regular rate at a time mutually **agreed to between** the **Company** and the employee.

If an employee elects to have another day off as provided in Section (b) above, he/she shall advise the **Company** of **such** election Within a reasonable **time** prior to the vacation period assigned to, or chosen by him/her.

ARTICLE 14 - REST PERIODS AND MEALS

14.1 The **Company** agrees to grant one rest period of fifteen (15) **minutes** at a **time** determined by the **Company** during each half **shift**, provided the **working** time of the half shift **exceeds two and one-half (2½)** hours. The **Company** agrees to grant an additional rest period of fifteen (15) **minutes** to an employee who is required to work more than **twelve (12)** hours (not to include the paid overtime **meal** period) on **any** shift. The **Union** agrees that there shall be no **abuse** in regard to relief or rest periods.

14.2 An employee who is required to work more than **nine and one-half (9½)** hours on any shift, shall receive a **five dollar (\$5.00) cash** meal allowance and an overtime meal period of thirty (30) **minutes** paid time at the employee's **regular** rate.

An employee required to work in excess of five (5) hours after the first overtime **meal** period shall receive a second **five dollar (\$5.00) cash** meal allowance and a further overtime **meal** period of thirty (30) **minutes** paid time at the employee's **regular** rate.

An employee required to work more than five (5) hours on a non-scheduled day, (not to include a paid holiday falling on a scheduled work day), shall receive a five dollar (\$5.00) cash meal allowance and an overtime meal period of thirty (30) minutes paid

time at the **employee's regular rate unless he/she was notified on or before the previous day that he/she would be required to work in excess of five (5) hours on the non-scheduled day.**

ARTICLE 15 - SENIORITY

15.1 A new employee **will** be considered to be on probation and shall not acquire seniority until he/she has **been** employed for ninety (90) calendar **days within** a period of nine consecutive months. For the **purpose of determining the probationary period** each full day of absence from work **will** be added to the stipulated **ninety (90) day period**. Upon completion of the probationary **period, he/she will become an employee with seniority and will receive credit for seniority from the earliest employment date included in his/her probationary period.**

The Company may at **its sole discretion** terminate the employment of an employee at any time during **his/her** probationary period and such termination shall **not** be subject to the grievance or arbitration procedures of this Agreement.

15.2 The Company will **maintain** and revise, at intervals of not more than one year, a seniority list showing the seniority date of all employees with seniority. **This list** will be posted by the Company **in** the plant.

15.3 The seniority of an employee shall be considered broken and there shall be no obligation to rehire **when** he/she:

- (a) Voluntarily leaves the **service** of the Company, or
- (b) is discharged for cause, **or**
- (c) **is separated** from the Company under **Article 24, Plant Closing**, whether or not paid a separation allowance!, **or**
- (d) has **been** out of employment with the Company due to lay-off for a period equivalent to his/her credited service at the time of **his/her lay-off**, to a **maximum** of two (2) years, or
- (e) has been absent **from** work, because of **sickness** or accident (including compensable accidents), for a period of **time equivalent to his/her credited service** at the commencement of **his/her absence**, or four years, **whichever is shorter.**

Where an employee **returns** to work prior to the expiry of **his/her** allowable period and within one year **goes off** work **again** due to **the same** or a **related** disability, such further **period(s)** of absence due to **the same** or a related

disability, **such further period(s) of absence** due to **the same** or a related disability will **be deemed to** be consecutive with and will be added to the previous **period(s) of absence** to determine if the employee **has been** absent for a period of time equivalent to his/her credited service at **the commencement** of his/her initial period of absence, or four years, whichever is shorter, or

- (f) fails to return to **work** from lay-off **as** directed after being notified of recall or **cannot be** located after reasonable effort on the part of the Company, or fails to advise the Company that he/she will report within seven **(7) calendar days** after receiving such notice.

The Company shall be considered to have fulfilled **its** obligation to give the notice required by **this** Article by **sending** notice of recall by registered mail to the employee's last **known** address on the Company's records.

15.4 For the purpose of the seniority provisions only, **an employee with** seniority will be given seniority credit for periods of lay-off up to the equivalent of his/her seniority at the time of lay-off, to a maximum of **two years**.

15.5 (a) **An** employee shall be given notice of lay-off on the basis of one working day's notice for every completed **six (6) months' credited service**, but with a minimum notice of **two working days**, and a **maximum** notice of five working days. **An** employee who **has** received such notice **may** be required to **work** until the end of the payroll week in **which such** notice **expires** without any obligation on the Company to give additional notice of lay-off.

An employee subject to lay-off who is not at work at the **time** notice of lay-off is issued **shall** be notified by registered letter sent to his/her last **known** address on the Company's records.

(b) Notwithstanding the **use** of the term "employee(s)" in various Articles of this Agreement, the parties **agree** that the employment relationship **ceases** at the time of lay-off and resumes only upon recall. **Those** persons with seniority at the time of lay-off will have recall rights as per the provisions in **Article 15.6(b)** and benefits only as specifically provided in Article **23**.

15.6 (a) **If it becomes** necessary to reduce the working force, **probationary** employees will be **laid off** first followed by employees **with** seniority, in order of **seniority**, provided that the employees remaining are qualified to perform the required work

(b) **When** increasing the working force, employees will be recalled in order of seniority provided they are qualified to perform the required work.

Employees recalled but unable to return because of sickness or accident **will** be given additional time within which to report, such time not to **exceed** the period that such disability, as shown by acceptable medical evidence, prevents their return to work.

- 15.7** (a) When a permanent Job vacancy occurs, it will be posted in the plant for two (2) working days and employees applying within the two day period will receive consideration for the vacancy on the basis of ability, merit and seniority. It is understood that when two or more employees possess sufficient ability and merit, then seniority will be the deciding factor.

An employee who is absent due to sickness, accident or vacation when a posted vacancy is filled shall receive equal consideration provided the employee returns to work within thirty (30) calendar days of the posting and makes his/her request within three (3) days after his/her return to work.

- (b) When a temporary Job vacancy extends beyond four (4) weeks, an employee with seniority may request assignment to the vacancy provided the temporary vacancy is higher rated and the employee is fully qualified to perform the job without training. The assignment will be made as soon as reasonably possible.

15.8 An employee who is promoted to a position outside the bargaining unit and is subsequently returned to the bargaining unit shall be credited with the seniority he/she had prior to the promotion and, in addition, will receive seniority credit for the full period of time he/she spent outside the bargaining unit.

15.9 When a job is permanently eliminated, the displaced employee will be assigned to an available opening or to the Job of the employee laid off to create an available opening. Where the displaced employee cannot perform the required work, the required work will become the job of the second most junior employee in the plant and so on up the line in respect to other Junior employees until a job is found that he/she can satisfactorily perform,

ARTICLE 16 - NON-BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK

No employee outside of the bargaining unit will perform work usually performed by members of the bargaining unit except as follows:

- (1) For the purpose of instructing employees or breaking in new employees or employees on a new job.

- (2) For the purpose of taking an employee's place temporarily in such cases as failure to show up for work, or who had to be relieved due to **injury** or sickness, or who, for other reason, **is** temporarily absent **from** the job.
- (3) **Is** limited to occasional **work**, negligible in amount.
- (4) In **locations** which are isolated or **gangs** which are not sufficiently large to justify the full-time **use** of a supervisor or managerial employee.

ARTICLE 17 - CONTRACTING OUT

In the event the Company **makes a** decision to contract out any **work**, the Manager will meet With the steward to explain and **review** fully the circumstances prevailing which resulted in the decision.

If such explanation is not satisfactory, the Union may refer the matter to a meeting between representatives of the **Head** Office of the Company and the National Office of the Union. **If no** agreement is reached at this level, the matter will be subject to the Grievance Procedure.

ARTICLE 18 - LEAVE OF ABSENCE

18.1 Subject to the requirements of the **business**, leave of absence, without **pay**, up to three (3) months shall **be** granted by the Company **on** the written request of an employee, provided the reasons stated **in** the request are good and sufficient. Leave of absence will not be **granted** for the purpose of **allowing any** employee to take another position temporarily, try out new work or **enter into** business for him/herself. **If** leave of **absence** is **granted**, the employee will be informed in writing by **the** Company.

Employees will be allowed to retain the weeks *granted* as their second and third **week's** vacation entitlement under Article 13.7 but no leave of absence **will be** granted **until** all other **vacation** entitlement **has been used**. Leave of **absence** will not be granted during **the** period **May 1st to September 15th**.

18.2 Employees, not to exceed **two (2)**, chosen **by** the **Union** to attend to Union Business outside of the plant may, with permission of the **Company**, be granted leave of absence without pay not exceeding **eight (8) weeks**. **Such** leave of **absence** may be extended with the permission **of** the **Company**,

18.3 One employee **who** may be elected or appointed **to a full-time** position **with** the Union, the Canadian **Labour Congress**, or the **Ontario Federation of Labour**, shall upon **fifteen (15) days'** notice to the Company, **be granted** a leave of absence, **without** pay, for a period not to **exceed** the term of this Agreement. Such employee, within

one month's notice of his/her desire to return to work with the Company shall, subject to seniority, providing he/she can satisfactorily perform the required work, be placed on the Job previously held or one at an equal rate of pay. If such employee neither returns to work nor applies in writing for a renewal of his/her leave of absence before the expiry of the term of this Agreement, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ.

18.4 An employee elected to public office with duties and responsibilities requiring him/her to be away from work may, upon fifteen (15) days' prior notice to the Company, be allowed a leave of absence, without pay, not exceeding five (5) years. This provision does not apply in the case of an employee elected to a second term,

An employee granted a leave of absence under this Article will not be credited with any seniority or credited service for the full period of his/her leave.

18.5 (a) A pregnant employee who has more than three months of credited service shall be entitled, upon application, to a leave of absence of at least seventeen (17) weeks without pay commencing during the eleven (11) weeks immediately preceding the expected date of birth.

(b) The employee shall provide the Company with at least two weeks' notice, in writing, of the date upon which she intends to commence her leave of absence and furnish the Company with a certificate from a legally qualified medical practitioner stating the expected date of birth.

(c) An 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, 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, for a period equivalent to her credited service at the commencement of her pregnancy leave, to a maximum of two (2) years.

(d) An employee may shorten the duration of her pregnancy leave by providing the Company with at least four weeks' notice, in writing, of her intent to return to work as well as a medical certificate from a legally qualified medical practitioner stating that she is able to perform her regular job duties,

(e) The Company's payments towards employee benefit plans for employees who are on pregnancy leave will be as provided for under the Employment Standards Act of Ontario.

18.6 Except as provided under Article 18.4, seniority shall accumulate for the full period of any leave of absence granted under this Agreement.

18.7 Except as provided under Article 18.5(e), the **Company's** payments towards all employee benefits will be suspended at the end of the month (the end of the week in the case of life insurance) in which a leave of absence commences. They will be reinstated in the month (the week in the case of life insurance) in which the employee returns to work.

If the employee wishes continuation of these benefits during a leave of absence, it will be his/her responsibility to pay the total cost of these benefits prior to starting the leave of absence.

ARTICLE 19 - SAFETY AND HEALTH

19.1 The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Protective **devices** and other equipment deemed **necessary** and furnished by the Company to protect employees from injury shall be **worn** or used by the employees. The **Company will** not provide articles which become the personal property of the employee,

19.2 If an employee is injured while working in the plant and as a result of such injury, is sent home or for medical attention by the Company, he/she will be paid at his/her regular rate for the hours necessarily lost from his/her scheduled shift unless he/she receives Workers' Compensation for such lost hours.

In the above circumstances, the Company will provide transportation to the nearest physician or hospital if such medical care is required.

ARTICLE 20 - TOOLS AND CLOTHING

20.1 The Company will supply **employees with knives, steels, whetstones** and scabbards where, in the opinion of the **Company**, such tools are required. **These items remain** the property of the Company at all times. **If an employee fails to return such equipment when seeking** replacements or upon his/her separation from the Company, he/she will be **charged** for the **full** replacement value,

20.2 The Company agrees to **continue** its present practice of supplying items **such as** paint brushes, **wire** brushes, **sandpaper** and **flashlights** if employees are assigned to work which, in the opinion of the **Company**, requires the use of such equipment.

20.3 Launderable outer work clothing and waterproof aprons, **specified** by the **Company** as required for work in the plant, will be supplied to employees. Such clothing remains the property of the **Company** and shall **not be removed from the Company's** premises. Clothing which, in the opinion of the Company is worn out, **must be**

returned to the Company before being replaced. **Clothing** not returned when worn out or upon separation will be paid for by the employee. The Company will make the necessary arrangements for the laundering of **such** clothing.

20.4 Waterproof footwear, specified by the Company as required for work, will be supplied to employees ~~With seniority~~ at no cost. ~~Such waterproof footwear~~ which, in the opinion of the Company is worn out, shall be returned before being replaced at no cost to the employee. Probationary employees required to wear such ~~waterproof footwear~~ shall pay the full cost but will be reimbursed at the completion of their probationary period.

20.5 Employees with six (6) months' or more credited service, who purchase a quilted vest or liner through the Company for use on the job, shall receive an allowance of up to \$16.00 toward such purchase. ~~Employ~~ — with less than six (6) months' credited service who purchase such clothing shall be reimbursed up to \$16.00 toward such purchase on attainment of six (6) months' credited service. For a subsequent purchase, employees will again become eligible for this allowance three (3) years from the date of their previous purchase under this provision. Laundering of such clothing shall be the responsibility of the employee.

20.6 Employees with six (6) months' or more credited service, who purchase C.S.A. approved safety footwear for use on the job, shall receive an allowance of up to \$50.00 toward such purchase. Employees with less than six (6) months' credited service who purchase C.S.A. approved safety footwear for use on the job, shall be reimbursed up to \$50.00 toward such purchase on attainment of six (6) months' credited service. For a subsequent purchase, employees will again become eligible for this allowance one year from the date of their previous purchase under this provision.

ARTICLE 21 - JURY DUTY AND BEREAVEMENT

21.1 When an employee is required to serve jury duty or has been subpoenaed to appear as a witness, he/she will be paid the difference between what he/she would have earned for his/her scheduled hours at his/her regular rate and the court fee received.

The Company may require the employee to furnish a certificate of service from an officer of the Court before making any payment under this Article. The employee will come to work during those scheduled hours that he/she is not required to attend court.

21.2 When an employee is absent from work on a regular work day to attend the funeral of an immediate relative, he/she shall be paid for eight (8) hours at his/her regular

rate for each day of such absence up to a maximum of three consecutive regular work days.

For the purpose of this Article, an immediate relative shall be one of the following: Father, Father-in-law, Mother, ~~Mother-in-law~~, Brother, Sister, ~~Spouse~~, Grandparent, Grandchild, ~~Son~~ or Daughter,

When an employee is absent from work on a regular work day and loses pay to attend the funeral of a Brother-in-law, Sister-in-law, ~~Son-in-law~~, Daughter-in-law or Grandparents-in-law, he/she shall be reimbursed at his/her regular rate for his/her scheduled hours lost to a maximum of eight (8) hours.

When an employee is absent from work on a regular work day and loses pay to attend a memorial service for any of the relatives listed above, he/she shall be reimbursed at his/her regular rate for his/her scheduled hours lost to a maximum of eight (8) hours, provided he/she has not already received any payment under this Article for the same relative. The Company may require proof of attendance at such memorial service before reimbursement.

Provisions of this Article shall not apply to employees receiving holiday pay, vacation pay, sick pay, Workers' Compensation payments or who are on an authorized leave of absence without pay.

ARTICLE 22 - CREDITED SERVICE

22.1 Subject to the provisions of this Agreement, credited service will mean accumulated service since March 24, 1986 with Maple Leaf Foods Inc. (formerly Canada Packers Inc.), Dry/Dell Division, 30 Weston Road, Toronto, Ontario.

For those employees who were employed by Canada Packers Inc. on March 24, 1986, credited service, for vacation purposes and benefit coverage only, will include credited service with the predecessor companies. Benefit coverage, as mentioned above, will not be interpreted to include the Retirement Plan.

- 22.2** (a) Employees will be credited with credited service during the following absences but only after the employee has returned to work from such period of absence, promptly upon being able to do so:
- 1.** Absences due to sickness or accident, where such absence is supported by medical evidence, acceptable to the Company, but not including periods of time for which the employee receives benefits under the Company's Long Term Disability Plan,

2. Miscellaneous approved absences, such as those due to **vacation, jury duty, bereavement.**

3. **Authorized leaves of absence up to a maximum of three (3) months for each leave of absence, except as set out in Article 18.4.**

(b) Credited service will not accumulate during periods of lay-off, during a strike or lockout, or during periods of time for which an employee receives benefits under the Company's **Long Term Disability Plan.**

22.3 The credited service of an employee With seniority shall be considered broken and there shall be no obligation to rehire when he/she:

(a) Voluntarily leaves the service of the Company, or

(b) **is discharged for cause,** or

(c) **is separated from the Company under Article 24, Plant Closing,** whether or not paid a separation allowance, or

(d) has **been out** of employment with the Company due to Jay-off for a period equivalent to his/her credited service at **the time** of his/her lay-off, to a **maximum** of two (2) years, or

(e) has been absent **from** work, because of **sickness** or accident (including compensable accidents), for a period of time equivalent to his/her credited service at the commencement of his/her absence, or four years, whichever is shorter.

Where an employee returns to work prior to the expiry of his/her allowable period and within one year goes offwork again due to the same or a related disability, **such further** period(s) of absence due to the same or a related disability will be deemed to be consecutive with and will be added to the **previous period(s)** of absence to determine if the employee has been absent for a period of time equivalent to his/her credited service at the **commencement** of his/her initial period of absence, or four years, whichever is shorter, or

(f) **fails** to return to work from lay-off as directed after **being notified of recall** or cannot be located after reasonable effort on the part of the Company, or fails to advise the Company that he/she will report **within seven (7) calendar days** after receiving such notice.

The Company shall be considered to have fulfilled its obligation to give the notice required by this Article by sending notice of recall by registered mail to the employee's last known address on the Company's records.

ARTICLE 23 - EMPLOYEE BENEFITS

23.1 The Company will provide a compulsory Life Insurance Plan which will provide coverage for eligible employees in the amount of **\$40,000**.

In addition to the Basic Life Insurance, eligible employees will be covered for an additional **\$40,000** in the event of death by accident. Benefits may also be payable in the event of accidental loss of eyesight or loss of limbs/hands.

Employees will become eligible effective the first of the month coincident with or next following the completion of three (3) months' credited service.

The employee will pay towards the cost of such Insurance **six and one-quarter cents (6¼¢)** per week per thousand dollars of total insurance, to be deducted on a weekly basis.

Coverage will cease at the end of the week in which an employee is laid off, and will be reinstated on the day of recall from lay-off. If an individual wishes continuation of coverage during lay-off, he/she may extend the coverage for up to **three (3)** months, provided he/she pays the full weekly premium in advance.

23.2 The Extended Health Care Plan will remain in effect for the term of this Agreement, Subject to the terms of the policy, the deductible is **\$25.00/\$50.00** and the co-insurance factor is **85%/15%**.

The Plan also includes a Vision care provision of \$100.00 every two (2) years and a lifetime hearing aid benefit of \$500. The normal deductible and co-insurance provisions do not apply to these two benefits.

Employees will become eligible for coverage under the Plan effective the first day of the month coincident with or next following the completion of six (6) months' credited service.

The required premiums will be paid by the Company.

If a benefit under the Extended Health Care Plan is introduced under a compulsory government sponsored plan, the benefit will be discontinued in the Extended Health Care Plan.

Coverage under the Plan will continue until the **end** of the month in which an employee is laid off, **Coverage will be** reinstated on the **first** day of the month coincident with or next **following** recall from **lay-off**.

If an individual wishes continuation of these benefits during lay-off, he/she may extend the coverage, for up to three (3) months, provided he/she pays the **full** monthly premium in advance.

- 23.3** The Company will provide a **Dental** Insurance Plan, as outlined in Appendix "**A**", with allowable expenses based on the 1992 Ontario **Dental Association Fee Schedule**.

Effective **March 1, 1996**, allowable expenses will be based on the 1994 Ontario **Dental Association Fee Schedule**.

Employees **will** become eligible for coverage under the Plan effective the **first day of** the month coincident with or next **following** the completion of six (6) months' credited service,

The required premiums **will be** paid by the Company.

Coverage under the Plan will continue until the end of the month in **which** an employee **is laid off**. **Coverage will be** reinstated on the **first** day of the month **coincident with** or next **following** recall from lay-off.

If an individual wishes continuation of these benefits during lay-off, he/she may extend the coverage, for up to three (3) months, provided he/she pays the full **monthly** premium in advance.

- 23.4** The Company will arrange to have an insurance carrier provide a Long Term **Disability Plan, as outlined in Appendix "B"**.

The required premiums **will be** paid by the Company.

- 23.5** (a) The **Company** will provide a Sick Pay Plan, as outlined in Appendix "**C**" covering absences **from** work **because** of illness or non-compensable accident,

Employees will become eligible for coverage under the Plan upon the completion of three (3) months' **credited** service.

- (b) **Subject to a** waiting period of three consecutive **regularly** scheduled working **days**, the amount of benefit will be 55% for the **first 15 weeks** of Company **sick pay (60% in** the 16th and **subsequent weeks of Company sick pay)** of an employee's **wages**, calculated on the basis of 40 hours times the employee's

regular rate. Payments for **less than a full week will** be calculated on the basis of one-fifth of the employee's **weekly benefit for each** day of entitlement.

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

- (c) An employee **will not be entitled to any benefit under the Company Sick Pay Plan** for any period for **which he/she is entitled to** receive Unemployment Insurance Sickness benefits.
- (d) The **maximum duration** of Company sick pay payments for any one illness will be **as follows:**
 - (1) For an employee **having three (3) or more** months but less than eight (8) years of credited service, a maximum of **fifteen (15)** weeks,
 - (2) For an employee **having eight (8) or more years of credited service**, two (2) weeks of payment for each year of credited service, to a maximum of **fifty-two (52)** weeks.
- (e) The required **premiums** will be paid by the Company.

ARTICLE 24 - PLANT CLOSING

24.1 If the Company decides to permanently **close** the plant it **will give** the employees thirty (30) **calendar days'** notice prior to the closing. **Where an employee is** permanently separated by the Company prior to the expiry of the thirty (30) day period, **he/she shall be paid** eight (8) hours at his/her regular rate of pay for days **he/she would** normally have been scheduled to work during the **thirty (30) day period** but **was unable to do so solely by reason of his/her separation by the Company as** a result of the closing.

Employees **hired** after the notice **was given will** not be covered under this provision.

The Company's obligation shall **cease** if the notice period **cannot** be complied with due to any **cause** beyond its reasonable control, such as **fire, explosion, etc.**

24.2 Separation **payments will** only be made to employees having one (1) or **more years of credited service** who are permanently separated **from the service** of the Company **as a result of the closing** of the plant.

24.3 (a) Separation payments **will** not be made to:

- (1) Employees on lay-off at the time notice is **given**, or

- (2) **Employees who are discharged for cause, or**
- (3) **Employees who voluntarily resign, or**
- (4) **Employees who reach their normal retirement date prior to the date of closing, or**
- (5) **Employees who refuse an offer of employment by the Company in another unit of its business, the location of which is reasonably accessible to the location of the place of employment from which the employees are being separated.**

(b) **Separation payments will not be made if the closing is brought about by war, strike, walkout, work stoppage, slow-down or other cessation of work, fire, government action or Act of God.**

24.4 (a) Eligible employees who are not entitled to an unreduced pension under the Company's Retirement Plan will receive a separation payment as follows:

<u>Years of Completed Credited Service</u>	<u>Amount</u>
1	\$ 460.00
2	560.00
3	795.00
4	1,015.00
5	1,285.00
6	1,540.00
7	1,780.00
8	2,045.00
9	2,290.00
10	2,565.00

11 to 20 The *ten* year amount plus **\$405.00** for each year over *ten*.

21 and over The *twenty* year amount plus **\$520.00** for each year over *twenty*.

In addition, employees will be entitled to a supplement based on completed full years of age and credited service as of the date of closing. Employees whose combined age and credited service, as above, total 65 will be entitled to a

supplement of **\$2,700.00** plus an additional **\$135.00** for each year the combined total exceeds 65.

- (b) Eligible employees who are entitled to an unreduced pension under the Company's Retirement Plan will receive an annuity, guaranteed 5 years, as follows:

<u>Years of Completed Credited Service</u>	<u>Annual Annuity</u>	<u>Years of Completed Credited Service (Cont'd)</u>	<u>Annual Annuity (Cont'd)</u>
15	\$1,175	32	\$2,470
16	1,245	33	2,550
17	1,310	34	2,630
18	1,375	35	2,710
19	1,440	36	2,790
20	1,505	37	2,870
21	1,590	38	2,955
22	1,670	39	3,030
23	1,750	40	3,115
24	1,830	41	3,190
25	1,910	42	3,275
26	1,990	43	3,350
27	2,070	44	3,430
28	2,150	45	3,515
29	2,230	46	3,590
30	2,310	47	3,675
31	2,395		

- (c) The parties agree that any separation payment or annuity payments made under Article 24.4(a) or (b) will be in place of the severance pay requirement under Ontario legislation. If, however, the Company's separation payment under Article 24.4(a) is less than the severance pay requirement under Ontario legislation, it is further agreed that the Company will pay the employee the difference that is required to comply With Ontario legislation.

ARTICLE 25 - DURATION OF AGREEMENT

25.1 This Agreement shall be in full force and effect from the date of signing until the 31st day of May 1998, and thereafter from year to year, unless either party gives notice in writing of termination or of amendment of not more than 90 days and not less than 30 days prior to the date of expiration.

25.2 During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.

Signed this 27 day of FEB. 1996.

**FOR UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 208**

**FOR MAPLE LEAF FOODS INC.
DRY/DELI DIVISION
30 WESTON ROAD
TORONTO, ONTARIO**

J. Kennedy
Clark Bonello

A. L. Leves
M. E. [Signature]

APPENDIX "A"

DENTAL INSURANCE PLAN

The Dental Plan will have the following provisions:

1. The following services will be covered:
 - Examinations
 - Consultations
 - Specific diagnostic procedures
 - ~~x-rays~~
 - Preventative services such as scaling and polishing and fluoride treatments
 - Routine fillings
 - Extractions
 - Anaesthesia
 - Periodontal treatments
 - Endodontic treatments
 - Surgical services
 - Dentures, denture **relining and/or** rebasing, repairs and adjustments
 - Crowns, inlays and onlays
 - Fixed bridgework
2. The Plan will reimburse the employee for 80% of allowable expenses (except for charges related to dentures, crowns, inlays, onlays and **fixed** bridgework, in which case 50% will be reimbursed), with a maximum annual payment of **\$1,000.00** to each employee or dependent.
3. Where **claim** charges are **estimated** to exceed **\$200.00** for any employee or dependent, a treatment plan will be **submitted** to the insurance **company** **before treatment commences**.
4. Covered dental expenses do not include and no payment will be made for:
 - services **not** included in the above
 - **services** provided under any government plans or **Workers' Compensation**
 - services covered under any other insurance
 - **cosmetic treatment**
 - charges for broken **appointments**
 - dentures **replacing** an **existing** appliance which is less than **3 years** old or which *can* be made serviceable
 - dentures within 3 years from the date that dentures were provided under **this** Plan
 - theft or loss of dentures.

APPENDIX "B"

LONG TERM DISABILITY PLAN

The Long Term Disability Plan will have the following provisions:

- Employees will become eligible for coverage under the Plan on attainment of one **year's** credited service. Employees absent from work **on the date** they would otherwise have been eligible must return **to work** and satisfactorily complete **two months' full-time work** to be eligible.
- Long **Term** Disability benefits will be payable **where an employee is** unable to perform any employment for remuneration or profit **solely** by reason of total disability through **sickness** or **accident**, whether permanent or temporary. The sole determination of **cases qualifying for benefits** will be made by the insurance company based upon continuing medical evidence of such **disability** as it considers satisfactory. **To qualify, any case** involving alcohol or drug related conditions will require active **supervision** by and continuing treatment **from** a rehabilitation centre or **a** provincially designated institution. Any **case** involving mental illness **will** require continued treatment under **an** approved **specialist**, and will only be paid in cases of severe **conditions** involving personality disorganization (psychotic conditions).
- **An** employee in receipt of Long **Term** Disability benefits will not receive **any credited service** during the period of time that he/she receives such benefits.
- The amount of benefit **will** be **\$1,000** per month less any benefit for which the employee is eligible under the **Canada** or Quebec Pension Plan Primary **Disability** Benefit, Workers' Compensation or other government or government sponsored plan, **excluding** any pre-existing disability benefit. The employee **will** be **presumed eligible** for such government benefits **until** satisfactory evidence is presented that his/her application for **them** has been denied.

The amount of **benefit** referred to above for an employee **whose** benefit commencement date is on or after August 1, 1986, **will** be \$1,100 per month.

- An employee in receipt of **a** benefit under **any** pension **plan** of the Company or Gainers **Inc.** cannot be in receipt of a benefit under the **Long Term Disability Plan**.
- The benefit will commence after the employee's entitlement to Company **Sick Pay** and Unemployment Insurance **Sickness** Benefit **has expired** and will be payable until recovery, **actual retirement date**, normal **retirement date**, or death, whichever comes first. An employee **whose** Company **Sick Pay** or Unemployment **Insurance Sickness** Benefit expires

after separation or lay-off will not be entitled to the benefit except that an employee whose Company Sick Pay and Unemployment Insurance Sickness Benefit expires prior to the end of the month **in which he/she was laid off will be entitled to the benefit.**

- Should an employee return to work after collecting Long Term Disability benefits and subsequently again cease work as a result of the same or a related disability, the benefit will recommence without a waiting period provided the disability recurred within a year of the employee's return to work; otherwise, the employee will be subject to the normal waiting period before the benefit commences.
- No benefit will be paid to an employee under the Company's Sick Pay Plan where the employee is entitled to receive benefits under the Long Term Disability Plan and no employee shall receive a benefit under the Long Term Disability Plan while he/she is receiving benefits under the Company's Sick Pay Plan.
- Where an employee returns to work under an approved rehabilitation program of up to 24 months, the benefit will be reduced by 50% of any earnings, provided the total gross income from all sources does not exceed 90% of the pre-disability normal gross wages.
- No benefit will be paid for intentionally self-inflicted injuries, or for disabilities arising from a declared or undeclared act of war, participation in a riot or insurrection, employment with another employer or commission of a felony.
- An employee in receipt of Long Term Disability benefits will be subject to the provisions of Articles 15.3(e) and 22.3(e) of the Collective Agreement.

APPENDIX "C"

SICK PAY PLAN

The Sick Pay **Plan** will cover absences because of illness or non-compensable **accident**, **subject** to the following:

1. An employee shall not **be** entitled to sick pay unless he/she notifies the Company promptly when he/she is unable to report for work.
2. Sick pay **will** only be **paid** when supported by acceptable medical evidence **on** a continuing basis **as** required by the Company.
3. Sick pay will not be paid in **respect** of illness arising from **willfully** self-inflicted injury or in respect of illness or injury covered by Workers' Compensation, or incurred **as** a result of an employee's **own** misconduct, or sustained in the course of employment other than with the Company or incurred during a leave of absence. Sick pay will not be paid to an employee after he/she **has been** separated or **laid off**.
4. **An** employee will not **be** entitled to sick pay **if** an equivalent or similar benefit is provided by any government agency. Except in the case of Unemployment Insurance Sickness benefits, **if** the **benefit** provided by the **government agency is less** than that provided by the Company Sick Pay Plan, the Company **Plan** will make up the **difference**,
5. Sick pay **will** terminate upon the effective date of retirement **of** an employee.
6. All absences due to **disability** shall be Considered **as starting on** the employee's scheduled work day immediately following **commencement of** the disability.
7. **For** the purpose of determining the **period of** sick pay to which an employee may be entitled, the length **of** the employee's credited **service with** the **Company at the** commencement **of** the illness shall **be** the determining factor.
8. Sick pay **will** not **be** paid for any period of **time** for which **an** employee is in receipt of vacation pay. Where, prior to the commencement of **what** would **have been the** employee's next scheduled **shift** were he/she not **scheduled for vacation**, the employee **advises** the **Company** that he/she has incurred an **illness or injury** and requests that his/her vacation **be** rescheduled, his/her vacation **will** be rescheduled and he/she shall be eligible for sick pay subject to the terms and conditions of the Plan.
9. **In** the event of a strike or lockout, no employee **on** strike or locked out shall be entitled, for the **period** of such strike or lockout, **to** sick pay.

10. No employee **shall** be entitled to any **sick** pay in **respect** to any **illness** or **injury** caused, directly or **indirectly**, by war, invasion, **acts of hostilities** (whether or not war is declared), **civil commotion**, civil war, rebellion, revolution, **insurrection**, or military or **usurped power**.
11. **If, during a period** when an employee is absent and is receiving sick pay, the Agreement provides for a wage rate increase, sick pay payments shall be adjusted accordingly.
12. The duration of payment of **benefits** will be reduced by:
 - (a) any **payments** made for unrelated absences during the **month prior** to the current absence.
 - (b) any payments made for the **same or related disability** during the **three months** prior to the **current** absence.
13. Sick pay benefits for pregnancy-related illnesses **will** not be paid for **any period**:
 - (a) that the employee is on leave of absence as a result of the pregnancy.
 - (b) for which the employee is eligible for benefits under the Unemployment Insurance Act.

APPENDIX "D"

BRACKET VALUE SCHEDULE

<u>Job</u>	<u>Bracket Value</u>
Any Unskilled Work Not Shown	0
Hang Stuffed Product	2
Pack Products	2
Clean Up	2
Italian Ham Put Down	5
Pack, Ship and Receive	5
Stuff Product in Casings or Moulds	6
Check, Load and Deliver	8
Boners	11
Operate Smoke House	11
Formulate Batches and Chop Meats	12

Effective October 1, 1996, the above-noted non-contributory benefit amount will be increased from \$16.00 to \$17.00.

Effective July 1, 1997, the above-noted non-contributory benefit amount will be increased ~~from~~ \$17.00 to **\$18.00**.

Upon early retirement, the pension benefit shall be calculated as above, to the date of actual retirement, subject to the following:

- With approved early retirement status, after attainment of age 60: The pension benefit payable in the normal G5 form **will** be unreduced.
- With approved early retirement status, prior to age 60: The pension benefit payable in the normal G5 form will be reduced by a special enhanced early retirement rate based on the period that the early retirement date precedes the 1st day of the month coincident with or immediately following the member's attainment of age 60.
- Non-approved early retirement status, after attainment of age 55: The pension benefit payable in the normal G5 form **will** be actuarially reduced based on the period that the early retirement date precedes the member's Normal Retirement Date,

The pension as calculated above is payable in the normal G5 form for life with a minimum term of 5 years (G5). Other types of pension may be selected by the member on retirement. However, employees with a spouse at the time of retirement may be required to receive an actuarially equivalent pension that provides for their spouse.

5. Death in Employment

The benefit payable on death prior to retirement will be as per the terms of the Retirement Plan's legal text.

The plan contains a spousal pension feature which may be applicable; however, the minimum amount payable following the death of a member will be equal to the employee's required contributions with interest to the date of death.

6. Termination of Service

Depending on a member's age, service, and length of Retirement Plan membership, options will be made in accordance with the terms of the Retirement Plan and applicable legislation. Options may include a deferred pension payable at normal

retirement date, or a transfer of the value of the **pension** earned to another **registered** retirement arrangement.

Such Retirement Plan, and the benefits provided thereunder, **shall be in lieu of any benefits** due to any employee under the **Gainers Inc. (Food Division) Hourly Employed Pension Plan** for credited service on or after **March 24, 1986**.

Signed this 7th day of February, 1996.

**FOR UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 208**

J. Kennedy

Charlie Bonello

**FOR MAPLE LEAF FOODS INC.
DRY/DELI DIVISION
30 WESTON ROAD
TORONTO, ONTARIO**

A. L. George

N. E. Courtney

LETTER OF UNDERSTANDING

November 11, 1991.

Mr. C. Bonello
Business Representative
United Food and Commercial Workers
2297 St. Clair Ave. W.
Toronto, Ont.
M6N 1K9

Dear Mr. Bonello:

This will confirm our discussion regarding the Company's position re the problem of addiction.

The Company recognizes that **excessive** or inappropriate use of alcohol or other drug can **result** in physical **and/or** mental **illness**.

The Company **also** recognizes that **such** misuse of alcohol or other drug **is** generally accompanied by a variety of other problems adversely affecting the **individual's well-being**. With regard to **his family, financial affairs, employment and social life**.

As these problems, **in many cases, can** be successfully treated, the Company accepts the concept that **alcoholism** or other drug **addiction can** be treated as an **illness**. The Company with the co-operation of the Local Union intends to utilize the **treatment facilities within the community** and **to** develop a programme to **aid in early recognition of** and **supportive treatment for any** employee of the Company who *may* be suffering from this problem.

Yours M y ,

N.E. Courtney
Vice President **Human Resources**
Corporate **Industrial Relations**

MEMORANDUM OF AGREEMENT

RE: PENSION BENEFITS

The Company will provide pension coverage for hourly paid employees at Maple Leaf Foods Inc., Dry/Deli Division, 30 Weston Road, Toronto, Ontario under the terms of the existing Maple Leaf Foods Inc. Employees' Retirement Plan 200, Schedule 05 (the "Retirement Plan").

1. Eligibility

All employees employed by Canada Packers Inc. on March 24, 1986 shall become members effective as of that date.

Employees hired after March 24, 1986 shall become members on January 1st, April 1st, July 1st or October 1st, coincident with or next following the completion of 24 months of credited service.

2. Contributions

The members shall contribute required contributions of 2½% of basic earnings.

The Company shall pay into the pension fund such contributions as are required, based on the advice of its actuary, that together with member contributions, are sufficient to fund the pension benefits of the Retirement Plan.

3. Retirement Date

An employee's Normal Retirement Date is the 1st of January, April, July or October coincident with or immediately following his/her 65th birthday.

Early retirement is permitted in accordance with the terms of the Retirement Plan's provisions, but shall not be prior to the attainment of age 55.

4. Retirement Benefits

The monthly pension benefit at Normal Retirement Date will be the total of:

- (a) \$42.50 for each \$100.00 of required contributions, divided by 12, and
- (b) Effective April 1, 1996, a non-contributory benefit of \$16.00 per year of seniority after January 1, 1986. Seniority, for purposes of this section, is defined as "credited service" under the collective Agreement, but shall include, for those employees employed by Canada Packers Inc. on March 24, 1986, the period from January 1, 1986 to March 23, 1986 inclusive,