

COLLECTIVE AGREEMENT

BETWEEN

**Maple Leaf Consumer Foods,
A Division of Maple Leaf Foods Inc.,
21 Brockley Drive,
Hamilton, Ontario**

AND

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

September 1, 2009 – August 31, 2013

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THIS AGREEMENT BETWEEN

**Maple Leaf Consumer Foods, A Division of Maple Leaf Foods Inc.,
21 Brockley Drive, Hamilton, Ontario
(hereinafter called “the Company”)**

AND

**United Food and Commercial Workers Canada, Local 175
(hereinafter called “the Union”)**

PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees by establishing formal procedures for the determination of wages, hours of work and working conditions and for the settlement of grievances.

ARTICLE 1 - RECOGNITION

- 1.1 The Company recognizes the Union as the exclusive bargaining agency for all employees of Maple Leaf Consumer Foods, A Division of Maple Leaf Foods Inc., 21 Brockley Drive, Hamilton, Ontario save and except forepersons, persons above the rank of foreperson, office, clerical, technical and sales staff.
- 1.2 Subject to the following conditions, the Company may employ part-time employees who are covered by Articles 3 and 4 of the Agreement but are not entitled to the provisions of Articles 9.1(a), 9.1(d), 9.4, 9.5(b), 9.6, 9.8 and 9.9, Article 10, and 11.3, Article 13, Articles 14.1, 14.2, 14.3 and 14.4, Article 15 and Articles 17.13 and 17.14 of this Agreement:
 - a) The Company will not use part-time employees to displace a full-time employee who was hired prior to September 1, 2006.
 - b) Hours worked by part-time employees will not exceed 35% of the total number of hours worked by all employees in the plant in any calendar quarter.
 - c) Effective September 1, 2003, part-time employees will be paid **the part-time rate per Appendix A.**
 - d) Part-time employees will be paid time and one-half for hours worked in excess of 8 hours per shift or for hours worked in excess of 40 hours in a payroll week except that if an employee is paid time and one-half for any hours worked prior to reaching 40 hours worked in a payroll week, such hours paid at time and one-half will not count as part of the 40 hours worked in a payroll week that require further payment of time and one-half for hours worked in excess of 40 hours in a payroll week.

- e) Part-time employees will not have part-time seniority until they have worked 900 hours. Their names will then be added to the part-time seniority list which will be separate and distinct from the seniority list for full-time employees. **The part-time seniority list will be updated and posted quarterly.**

In the event that a part-time employee should be laid off, due to the lack of work, then subsequently re-hired, the hours accumulated prior to being laid off will carry forward towards their part-time seniority provided that they work in consecutive years. When a part-time employee does not work in a year they will start at zero hours if they are re-hired in any following year.

- f) Provided that they can perform the required work, part-time employees will be offered additional hours of work, in order of their part-time seniority as per 1.2 a).
- g) Provided that they can perform the required work within a 15 working day familiarization period, part-time employees who have bid for full-time employment will be offered in order of their part-time seniority. Their total number of part-time hours worked will be divided by 40 in order to determine the number of weeks of full-time seniority that they will be given for the purpose of placing them on the seniority list for full-time employees.
- h) Full-time employees who were hired subsequent to September 1, 2006, will not be laid off while a part-time employee is still employed provided that a laid off full-time employee is willing and able to perform the required work of the part-time employee. If a full-time employee is given notice of layoff, he/she will inform the Company, in writing, at the time when he/she receives notice of layoff, whether he/she is willing to perform part-time work. When a laid off full-time employee who was hired subsequent to September 1, 2006, works part-time, he/she will be subject to all of the provisions of Article 1.2, including being paid **the part-time rate as per Appendix A.**
- i) Part-time employees will be paid statutory holiday pay and vacation pay in accordance with the provisions of Ontario legislation.
- j) Part-time employees will not have credited service and will not be eligible for benefits coverage or for contributions on their behalf to CCWIPP.
- k) Relatives of full-time employees who seek part-time employment will be given preference of employment for part-time jobs.

Preference will be defined as follows:

Applications for part-time employment from relatives of full-time employees will be given preference when such applicants have equal skills and work records to other applicants for part-time employment.

- 1.3 Persons outside the bargaining unit shall not perform bargaining unit work.
- 1.4 Supervisory personnel shall not be permitted to perform work normally performed by an employee in the bargaining unit except:
 - a) when the work cannot be performed by bargaining unit employees because of skill requirements;
 - b) when special equipment to perform the work is not available to the Company;
 - c) in the instruction and training of employees.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union acknowledges that the management of the plant and the direction of the working forces are fixed exclusively in the Company, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function and the right of the Company to:

- a) maintain order, discipline and efficiency, assign work and overtime and make and enforce plant rules;
- b) hire, discharge, classify, promote, transfer, layoff, suspend or otherwise discipline employees provided that if a non-probationary employee has been discharged or disciplined without just cause, a grievance may be filed and dealt with under the grievance procedure herein;
- c) determine the nature and kinds of business conducted by the Company, the kinds of machinery, equipment, tools and material to be used, the products to be manufactured, the schedules of work, the methods, processes and techniques of work, the size and makeup of the work force, the extension, limitation, curtailment or cessation of operations; establish standards of quality and quantity of production, subject to the provisions of the Collective Agreement.

ARTICLE 3 - UNION SECURITY

- 3.1 All employees who, on the date of the signing of this Agreement are Union members in good standing or may become Union members in good standing, shall as a condition of employment maintain Union membership.
- 3.2 All new employees shall, as a condition of employment, become Union members after they have completed one working day and remain Union members in good standing. Employees shall be deemed to be members of the Union in good standing provided that they continue to pay their Union dues.

ARTICLE 4 - CHECK-OFF

- 4.1 The Company agrees to deduct in each pay period from wages due and payable to each employee coming within the scope of the bargaining unit the regular Union dues as defined in the Local Constitution. Twice the regular Union dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the check-off immediately preceding in accordance with the Local Constitution.
- 4.2 The required Union initiation fee will be deducted by the Company from the new employees' pay, from which the first dues deduction is made.
- 4.3 (a) The Employer shall during the term of this Agreement, as a condition of employment, deduct from the members of the bargaining unit, the regular weekly union dues and such dues shall be remitted to the Union, in the format in Article (b) below, prior to the fifteenth of the month following the month in which the deduction is made.
- (b) The remittance statement shall be deducted by location containing a dues and initiation report which will be provided in the form of email (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following current information as known to the Company:
1. S.I.N.
 2. Employee number if applicable
 3. Full name (Last/First/Initials)
 4. Full address, including City and Postal Code
 5. Telephone number (including area code)
 6. Date of Hire
 7. Rate of Pay
 8. Classification

9. Full-time or Part-time designation
 10. Union dues deducted (or the reasons a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
 11. Total dues deducted
 12. Initiation fees deducted
 13. Total initiation fees deducted
- 4.4 The Company will show the amount collected for Union dues on the employees' T-4 slips each year.
- 4.5 The Union agrees to save the Company harmless from any action or claims by employees against the Company arising out of deductions or payments made in accordance with this Article and assumes full responsibility for the disposition of the funds so deducted once they have been remitted to the Secretary-Treasurer.
- 4.6 Upon receipt of proper notification from the Union, the Company will deduct from Union members such special assessments as are levied by the Union in accordance with its Constitution and By-Laws and will forward such assessment, together with a record of those from whom deductions were made, to the Secretary-Treasurer of the Union.

ARTICLE 5 - STEWARDS AND UNION COMMITTEES

- 5.1 The Company acknowledges the right of the Union to appoint or otherwise select from the Union membership a Plant Chairperson whose name will be supplied to the Company. The Company acknowledges the right of the Union to appoint or otherwise select from the Union membership, stewards, who will comprise a plant committee one of which will be the Chief Steward who will be the Chairman of the said Committee. The Company will recognize the said Committee for the purpose of handling any grievance arising out of the administration of this collective agreement.
- 5.2 A list of the Stewards appointed, or otherwise selected shall be supplied to the Company. The Company shall be advised immediately by the Union, in writing, of any change to this list. The Union will be informed promptly of other than temporary changes in supervision.
- 5.3 The Company recognizes and agrees that the Chief Steward, Department Steward, or Plant Chairperson (Health and Safety Committee) are required from time to time to investigate and process grievances or discuss with Supervisors other matters affecting employees. When it becomes necessary for the Chief Steward, Department Steward, or the Plant Chairperson to leave his/her job during working hours to attend these matters, they will give Supervisors as much advance notice as possible, at which time Supervision will make arrangements for the person to be relieved within one hour after receiving such notice. The

person must advise his/her Supervisor as to what the general nature of business is and how much time they require. The Union agrees that there will not normally be duplications of duties or responsibilities of its stewards and officers, however, it is recognized that there may be times when, because of circumstances, the Union or the Company may deem it necessary to have more than one representative attend to the matter. The person must inform the appropriate Supervisor of the department into which he is entering.

- 5.4 If an employee is being interviewed during the course of an investigation, where the matter being discussed could lead to discipline, the employee may request the presence of a Steward.
- 5.5 The Company recognizes and agrees that each department and shift will elect or appoint a Steward, the departments are as follows:

Wiener Room – Day Shift
Afternoon Shift

Sp. Meat and Sausage – Day Shift

Sanitation – Midnight Shift

Shipping/Receiving – Day Shift

Maintenance – Day Shift
Afternoon Shift

If a department is added to the list of departments set out in article 9.03, the Company recognizes and agrees that the stewards will be elected or appointed by the Union in departments and shifts.

5.6 Labour Relations Committee

Meeting between the Labour Relations Committee and the Company will be held at least every month or such earlier time as may be agreed. The Union or the Company shall submit an agenda of the business to be transacted. The Labour Relations Committee shall consist of the Union Plant Chairperson and Chief Steward. The Union Representative will be allowed to attend these committee meetings.

5.7 Union Grievance Committee

The Union Grievance Committee shall consist of the Union Plant Chairperson, Chief Steward and the Steward from the department concerned. A list of the Grievance Committee shall be supplied to the Company and kept up to date.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.
- 6.2 No employee may file a grievance unless he/she has first discussed it with his/her supervisor and given the supervisor an opportunity to adjust the complaint. The employee may, upon request, be accompanied by his/her steward.
- 6.3 All grievances must be filed within four (4) working days of the circumstances giving rise to the grievance or when the employee knew or ought to have known of the circumstances giving rise to the grievance.
- 6.4 Should an employee file a grievance, it shall be processed in the following manner:

FIRST STEP

The grievance shall be submitted in writing to the supervisor stating the nature of the grievance and the remedy. The grievance shall be discussed with the grievor and steward and the supervisor shall deliver his/her reply in writing within four (4) working days.

SECOND STEP

If the answer to the complaint is not satisfactory, the grievor and Chief Steward may present the grievance to the manager or his/her designate within three (3) working days of the supervisor's reply. The manager or his/her designate will deliver his/her reply within three (3) working days.

THIRD STEP

If the answer to the complaint is not satisfactory, the Chief Steward may present the grievance to the Management Committee or its designate within five (5) working days of the manager's reply. The grievance shall be discussed at a meeting of the Management Committee and the Union Grievance Committee and a representative of the Union will be allowed to attend. The Management Committee shall deliver its reply in writing to the Chief Steward within five (5) working days of the meeting. If the answer is not satisfactory, the grievance may be referred to arbitration.

- 6.5 The Union shall have the right to initiate a policy grievance and the Company shall have the right to initiate a grievance at Step 3 of the grievance procedure and all provisions of the Grievance and Arbitration Procedures shall apply to

such grievances. A policy grievance shall not be filed by an employee or could be the subject of a grievance filed by an employee.

- 6.6 a) If an employee with seniority is dismissed, suspended or laid off and feels that he/she has been unjustly dealt with, he/she may file a grievance within four (4) working days, beginning with Step 3 of the grievance procedure and shall be dealt with in accordance with the grievance procedure. The Plant Chairperson or steward shall be present for dismissal or suspension.
- b) Such grievance may be settled under the grievance procedure by:
- (i) confirming the Company's action;
 - (ii) reinstating the employee with full compensation and without loss of seniority;
 - (iii) by any other arrangement as may be deemed fair by the parties.
- 6.7 Any time limit may be extended by mutual agreement in writing.

ARTICLE 7 - ARBITRATION

- 7.1 If settlement is not reached through the procedure outlined in Article 6, the grievance shall be referred by the Union or by the Company within ten (10) days following the reply following the Third Step meeting to an Arbitration Board of three (3) 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 nominees representing the two parties. This time limit may be extended by agreement between the Union and the Company.
- 7.2 Upon receipt of the name of the nominee appointed by the party submitting the grievance to Arbitration, the other party shall name its nominee. If it fails to do so within twenty-one (21) days, the party submitting the grievance to Arbitration shall request the Minister of Labour to do so. If agreement cannot be reached within fourteen (14) days as to the appointment of the Chairperson, the party submitting the grievance to Arbitration shall request the Minister of Labour to appoint him/her.
- 7.3 The Arbitration Board is authorized to confirm the penalty in cases concerning the discharge of an employee or the Arbitration Board may substitute such other penalty as it deems just and reasonable in the circumstances.
- 7.4 A decision of the majority of the Arbitration Board shall be deemed to be the decision of the Board. In reaching its decision, the Board shall be governed by the provisions of this Agreement and/or the jurisdiction of the Arbitration Board.

Decisions by the Arbitration Board shall be final and binding on all parties concerned. The Company and the Union shall agree each to bear an equal share of expenses incurred, if any, by reason of the employment of the third member of the Arbitration Board.

- 7.5 At the mutual agreement of the parties, a single arbitrator may be appointed in lieu of the afore-mentioned Arbitration Board. The parties will nominate candidates to serve as arbitrator. In the event that the parties cannot agree on a single arbitrator, they will ask the Ontario Labour Relations Board to appoint the arbitrator.**

ARTICLE 8 - NO STRIKE, NO LOCKOUT

- 8.1 The Union agrees that neither it, its staff, nor any of the employees represented by it will instigate, counsel, encourage or participate in any strike, slow-down, work stoppage or other interference with production of work, whether complete or partial, while this Agreement continues to operate.
- 8.2 The Company agrees that it will not lock out employees covered by this Agreement while the Agreement continues to operate.

ARTICLE 9 - SENIORITY

- 9.1 a) Seniority is defined as length of accumulated service with the Company calculated as elapsed time from the date he/she was employed by the Company provided he/she successfully completes his/her probationary period. If his/her seniority is broken, such calculation shall be from the date he/she was employed following the last break in his/her seniority.
- b) Each January 15th, April 15th, July 15th and October 15th, or as otherwise agreed between the parties, the Company will give to the Chief Steward a seniority list showing the name, the department and the seniority date of all employees who have seniority. A copy of this list will also be sent to the Union office.
- c) Each January 15th and July 15th, or as otherwise agreed between the parties, the Company will give to the Chief Steward a list of the paid rates, including group leader premiums, of all employees who have seniority. This list will show employee names and if an employee is rated on a job in the department of which he/she is a member at the time that the list is printed, the job on which he/she is rated.
- (d) An employee shall be considered to be on probation for his/her first ninety (90) days following his/her last date of hire. During this probationary period, the employee shall be considered temporary only and shall not be covered by the terms of this Agreement. It is agreed that a probationary

employee may be disciplined, discharged or laid off at any time at the sole discretion of the Company for any reason including work performance.

- 9.2 a) Absence from work because of bona fide sickness or accident shall not constitute a break in service.
- b) Leaves of absence authorized by the Company in writing shall not constitute a break in service.

9.3 The following departments will be recognized:

Weiner Processing
Weiner Packaging
S.P. Meats/Sausage
Maintenance
Sanitation
Shipping/Receiving

If a department is added to or deleted from the above list, the Company will notify the Chief Steward, in writing.

9.4 As a direct result of the introduction of new equipment or new products into this facility, the Union and the Company will sit down and implement new departments and rates subject to the provisions of the Collective Agreement.

- 9.5 a) The Company will post notice of a permanent job vacancy within seven calendar days of the date that Management determines that a permanent job vacancy exists. Notice of the vacancy, together with the job rate, will be posted on the main bulletin board for a period of seven (7) working days. The job will be filled by the bidder with the highest plant seniority who is able to satisfactorily perform the work to be done. If no employee working or laid off on the plantwide seniority list bids the job, the most senior laid off employee will be recalled. Bid slips must be signed and dated, to be honoured. It is agreed that the original vacancy and one subsequent vacancy shall be posted.
- b) When a temporary job vacancy occurs that Management knows will last for more than four weeks, the foreperson will offer, in order of seniority, employees in the department who can satisfactorily perform the required work the opportunity to take the temporary assignment. It is agreed that the above process will only apply to the original temporary job vacancy.

If the rate of the temporary job is higher or lower than the employee's regular rate, the employee will be paid the rate of the temporary job for the duration of the temporary assignment.

- c) An employee who successfully bids on a new job shall not bid on a future opening until after the 12 month anniversary date of the transfer, unless it is to a higher paying job.
 - d) An employee has ten (10) working days from the transfer date to decline a new job posting and return to their old position. **The Company has ten (10) days to determine if the employee is able to do the job satisfactorily and if not, the employee will return to their old position.**
- 9.6 An employee shall cease to have seniority, his/her name shall be removed from the seniority list and his/her employment terminated in the event:
- a) He/she is discharged for just cause which is not reversed during the grievance or arbitration procedure.
 - b) He/she quits.
 - c) He/she misuses a leave of absence or is employed elsewhere during a leave of absence.
 - d) He/she is absent due to sickness or accident for a period of more than twenty-four (24) months.
 - e) He/she is laid off for a period of twelve (12) months.
 - f) He/she is recalled from layoff and does not report to work by the third calendar day following the day on which the Company contacted him/her unless a reason which is satisfactory to the Company is supplied by him/her. In the event that the Company has been unable to contact him/her, he/she does not report to work by the eighth calendar day following the day on which the Company mailed a registered letter to his/her address shown on the Company's records.
 - g) He/she is absent from work for three (3) working days without securing a leave of absence unless reasons satisfactory to the Company are supplied.
 - h) He/she makes a false statement relevant to his/her employment on his/her application for employment.
- 9.7 Employees shall notify the office in writing of their proper post office address and telephone number and the Company will be entitled to fully rely upon the address and/or telephone number of the employees in its files in the case of giving notice to such employees. No employee shall receive consideration who fails to receive notice because of his/her failure to comply with this provision.

- 9.8 When increasing or reducing employees, seniority shall govern the matter, with the last laid off being the first recalled, providing that the employee can perform the work or can learn the job in a reasonable time. A reasonable time for training shall mean a trial of ten (10) working days. Employees being laid off will be given two (2) working days' written notice or pay in lieu thereof.
- 9.9 An employee with seniority who is on a shift on other than a temporary basis may request to change shifts with a more junior employee in his/her department who is performing the same job on other than a temporary basis on another shift. Such change of shift will be made as soon as reasonably possible provided that the employee requesting the shift change has not had a change of shift under the provisions of this Section within the previous 12 months.

ARTICLE 10 - TEMPORARY ASSIGNMENTS

- 10.1 When temporarily transferring employees from one department to another, the Company will transfer the most junior employee who has the skill and competence to perform the required work. An employee, who, because of his/her skill and competence, is temporarily transferred, out of order of seniority, to another department on a repetitive basis, may register his/her objection to such repetitive transfer to his/her foreperson and department steward, in which case the Company will have four (4) weeks to obtain a replacement who can perform the required work satisfactorily or to train another employee who possesses suitable qualifications and can qualify reasonably quickly for such temporary transfers.

No permanent transfer from one department to another shall be made except with the written consent of the employee.

- 10.2 An employee temporarily transferred to a higher paying classification shall be paid the rate for that classification for the time that he/she performs such job. An employee who is temporarily transferred to a lower paying classification for the convenience of the Company shall continue to be paid the rate of his/her regular classification.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.1 At their discretion, management may grant leaves of absence, without pay, to any employee for legitimate personal reasons for up to two (2) months, including vacation. Leaves of absence shall not be granted from April 1 to September 1, except in rare personal emergencies where the Company decides to permit an exception. The Company will notify the Union, in writing, of all such leaves of absence, along with the name of the person the leave was granted to. If an employee was denied the leave of absence, management will notify, in writing, the employee and the Union, the reason for denial. During such leave, the employee will accumulate seniority. Employees wishing to apply for a leave of

absence must do so in writing, including the reason for the leave and the dates requested.

- 11.2 If an employee uses his leave of absence for any other purpose than for which it was granted, he shall be deemed to have resigned. Leaves of absence will not be granted for the purpose of allowing any employee to take another position temporarily, to try out new work, or to enter into business for himself.
- 11.3 An employee who may be elected or appointed to a full time position with the Union upon proper notice, to be agreed upon by Management, shall be granted leave of absence without pay, not to exceed one (1) year. Such leave of absence however, maybe extended from year to year by the Management. While on such leave, he/she shall accumulate seniority. Upon one (1) months notice of a desire to return to work for the Company, he/she shall be placed on their job previously held or one of equal pay providing they are physically fit and capable of performing the work.
- 11.4 The Company will grant pregnancy and/or parental leave and benefits coverage during such leave(s) in accordance with the Employment Standards Act of Ontario. Under no circumstances will the benefits coverage referred to in the preceding sentence continue for a period of less than seventeen weeks.
The Company will grant Maternity leave as per legislation.
The Company will grant Parental leave as per legislation.

ARTICLE 12 - RELATIONSHIP

- 12.1 Neither the Company nor any person acting for the Company shall in any manner seek to dominate, influence, hinder or discriminate against the lawful activities of the Union or against any present or prospective member of the Union.
- 12.2 The Company and the Union agree there will be no discrimination against employees and Union members because of race, colour, sex, creed, national or ethnic origin.
- 12.3 The use of the masculine gender in this Agreement shall also be considered to include the feminine.
- 12.4 The Company agrees to provide a bulletin board in an area accessible to employees in the plant for the purpose of posting meeting notices and official Union information. Such postings shall not be political or controversial and are subject to approval by the Company.
- 12.5 The Company agrees to admit to its office the authorized representative of the Union for the purpose of dealing with the administration of this Agreement provided he/she obtains the consent of the manager.

ARTICLE 13 - PAID HOLIDAYS

13.1 The Company will pay employees eight (8) hours' pay at their regular rates for each of the holidays listed below:

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

If any of the holidays listed above fall on a Sunday, the Monday following will be observed and where Monday is also a holiday, the Tuesday will be observed in lieu of Monday. If any of the holidays listed above fall on a Saturday, the Friday preceding will be observed and where Friday is also a holiday, the Thursday will be observed in lieu of Friday.

The Company will also grant employees one floater holiday to be taken on a day to be agreed upon between Management and the employee. A floater holiday will not be granted in the prime vacation period from May 15th to August 30th.

13.2 If the Company requires work to be performed on any of the holidays listed above, the Company will advise the employees at least three (3) working days in advance.

If an employee does work on any of the holidays listed above, he/she will be paid one and one-half times his/her regular rate for all hours worked on such days, in addition to any payment to which he/she is entitled under Article 13.1.

13.3 An employee will not be paid for any of the above holidays unless he/she works his/her last regularly scheduled work day preceding and his/her first regularly scheduled work day following the holiday. Notwithstanding the preceding sentence, if an employee does not work his/her last regularly scheduled work day preceding and/or his/her first regularly scheduled work day following a holiday but is paid by the Company for such day or days, as the case may be, as a result of being on vacation, bereavement leave or jury or crown witness duty, the employee will be eligible to be paid for the holiday.

An employee may be absent due to his/her illness on his/her last regularly scheduled work day preceding the holiday or his/her first regularly scheduled work day following the holiday, but not both days, and upon presenting medical evidence satisfactory to the Company, the employee will be eligible for payment.

If an employee is laid off or recalled in the payroll week in which a holiday falls, provided that the employee qualifies for payment for the holiday under all of the provisions of Article 13, he/she will receive eight (8) hours' pay at his/her regular

rate for the holiday, provided that he/she receives pay for hours worked in such payroll week.

- 13.4 If a holiday listed above falls within an employee's vacation period, provided that the employee qualifies for payment for the holiday under all of the provisions of Article 13, he/she will be paid for the holiday at the time that it falls but may also elect to take an additional day off without pay to replace the holiday. If the employee elects to take an additional day off without pay to replace the holiday, it must be taken within 12 months of the date of such holiday and on a day to be agreed upon between Management and the employee.

When a holiday falls on an employee's regular day off (excluding Saturday or Sunday), he/she will observe his/her next scheduled work day as the holiday.

- 13.5 Pay received for a holiday will be considered as hours worked.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.1 a) The normal work week for employees will be composed of forty (40) hours worked in the week. An hourly paid employee shall be paid overtime at the rate of time and one half (1½) the employees straight time rate of pay for all hours worked in excess of eight (8) hours per day.
- b) Except as set out below, when the Company changes an employee's scheduled hours of work from his/her present schedule to another schedule, the employee will be entitled to 24 hours' notice of the schedule change unless the schedule change is with the agreement of the employee. If the schedule change is not with the agreement of the employee and the Company fails to provide 24 hours' notice of the schedule change, the employee will be paid one and one-half times his/her regular rate for all hours worked outside his/her previous schedule until the expiry of the 24 hours' notice.

When the Company changes an employee's scheduled work week from a Monday to Friday schedule to a scheduled work week which includes Saturday, the employee will be entitled to 30 calendar days' notice of the schedule change unless the schedule change is with the agreement of the employee. If the employee is moved back to a Monday to Friday schedule, the employee will be entitled to 7 calendar days' notice of the schedule change unless the schedule change is with the agreement of the employee.

- 14.2 Overtime shall be on a voluntary basis and the Company will distribute overtime work, as evenly as possible, amongst qualified employees with seniority within a department who normally perform the work required. Probationary employees in a department may only work overtime on Monday to Friday inclusive if there is no

employee with seniority working on the same shift who is qualified to perform the required work and willing to work the overtime required by the Company. Probationary employees in a department may only work overtime on Saturday and/or Sunday if there is no employee with seniority who is qualified to perform the required work and willing to work the overtime required by the Company.

Employees shall be advised of possible overtime work as soon as the Company is aware of the need for such work.

14.3 **Sunday Work**

Full-time employees will be paid at time and one-half their straight time rate for all hours worked on calendar Sundays.

14.4 **Saturday Premium**

Except as set out below, full-time employees will be paid a premium of one dollar (\$1.00) per hour for hours worked at straight time rates on calendar Saturdays. This premium will not be considered as part of such employees' basic rates.

If an employee, who works on a Monday to Friday schedule, chooses to work on Saturday when he/she has worked less than forty (40) scheduled hours of work, he/she will only be paid time and one-half his/her regular rate for hours worked in excess of forty (40) hours and will not be paid Saturday premium for any hours worked on calendar Saturday.

14.5 **Reporting Allowance**

Unless he/she has been notified beforehand not to report for work, an employee reporting for work at his/her scheduled starting time shall be provided with a minimum of four (4) hours' work or pay in lieu except in the case of an Act of God or in the case of an employee returning after absence.

14.6 **Non-daily Sanitation Shift**

In keeping with changing requirements for sanitation and food safety, the Company reserves the right to create a new, full-time, "non-daily sanitation" shift that includes regular Saturday and Sunday work. In the event that the Company schedules a new sanitation shift for regular weekend work, such work will be paid at straight time, up to 40 hours of work during the weekly shift. The new shift will not cause a reduction of the existing full-time, daily sanitation jobs as per September 2009. The work done by sanitation employees will be limited to work required as part of the deep-sanitation requirements, including tenting, steaming, basic disassembly and reassembly, chemical application, etc. Nothing in these

expanded sanitation shifts will have the intent of reducing the hours of maintenance employees.

ARTICLE 15 - VACATIONS AND VACATION PAY

15.1 An employee shall receive an annual vacation with pay in accordance with his/her years of employment, attained during the current calendar:

After one (1) year of service	-	two weeks
After five (5) years of service	-	three weeks
After twelve (12) years of service	-	four weeks

15.2 **Vacation will accrue from July 1st to June 30th of each year. Vacation will be scheduled between January 1st and December 31st. The Company will give preference to seniority in scheduling vacation within the department subject to maintaining the efficient operation of the plant. Notices will be posted by November 1st, in advance of each vacation year requesting employees to state their preference of vacation dates. Employees shall submit their vacation preference by December 1st. The Company shall post the vacation schedule by January 15th. Requests to re-schedule vacation after December 1st will only be considered on a “first come, first serve” basis, providing re-scheduling does not interfere with the vacations of other employees or with the efficiency of the operation.**

15.3 For an employee hired prior to November 1, 2003, vacation pay will be 2% of the employee's wages for the preceding calendar year or forty hours pay at his/her basic straight time rate for each week of vacation entitlement. Vacation pay shall not be reduced due to time lost from work for Workers' Compensation. **Employees who work less than six (6) months during the vacation accrual year will receive 2% of regular earnings for each week of vacation entitlement.**

For an employee hired on or subsequent to November 1, 2003, except as set out below, vacation pay for each week of his/her vacation entitlement will be the greater of 2% of his/her wages for the preceding calendar year or forty hours pay at his/her basic straight time rate. If such employee takes a leave of absence that exceeds one week, is laid off for a total of more than two weeks or is absent due to injury or illness for a total of more than thirteen weeks during the twelve (12) month accrual period (July 1st of the preceding year to June 30th of the current year), vacation pay for each week of his/her vacation entitlement will be 2% of his/her wages for the preceding calendar year.

15.4 An employee quitting or leaving his/her employment for other reasons shall receive accumulated and unpaid vacation pay.

ARTICLE 16 - SAFETY

- 16.1 The Company agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace. The Company shall comply with applicable legislation and regulations.
- 16.2 Where the nature of the work or working conditions so require, the employees shall be supplied at the Company's expense with all necessary tools, protective clothing, safety equipment and other protective devices which shall be maintained and replaced where necessary, at the Company's expense.
- 16.3 The Company will give a copy of the Form 7 to the Plant Chairperson by not later than the working day following the day on which the Form 7 is sent to the Workplace Safety Insurance Board.
- 16.4 Where specified by the Company as required for work in the plant, knives, steels, hats, white coats, white pants, hair nets, arm guards, mesh gloves, cotton gloves, plastic gloves, plastic aprons, plastic sleeves and rubber boots will be supplied to employees at no cost. Such articles remain the property of the Company and, except with permission, shall not be removed from the Company's premises and must be returned for new issue or upon separation of the employee. Such articles not returned when worn out or upon separation will be paid for by the employee.

Full-time employees with more than six (6) months of credited service and part-time employees with part-time seniority will normally be supplied with a thermal coat or vest for use on the job at no cost once every three years. If an employee's thermal coat/vest becomes worn out prior to the expiry of the three year period, the Company will issue a replacement when required provided that the thermal coat/vest has only been subjected to normal usage and not to abuse by the employee. Full-time employees with less than six (6) months of credited service and part-time employees who do not have part-time seniority, who purchase a thermal coat or vest through the Company for use on the job, will be reimbursed their purchase price on attainment of six (6) months of credited service or part-time seniority, as the case may be. It is agreed that an employee will only remove his/her thermal coat or vest from the Company's premises for the purpose of laundering it.

16.5 Right to Refuse Dangerous Work

In situations where an employee has reasons to believe that the particular work is dangerous to his or her safety or health the employee shall first report is or her concerns to a supervisor. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous to his or her safety or health the employee shall be entitled to

refuse to perform that particular work and a Company representative will conduct a further investigation with a worker member of the JHSC. Where possible, this should be a certified member. In the event of a disagreement between the Company representative and the worker representative as to the presence of, or degree of a hazard the Ministry of Labour will be notified.

During this time period the employee shall be assigned to alternative duties available within the plant.

16.6 Health and Safety Cooperation / Reduction of Accidents & Injuries / Ergonomics

The Company and the Union agree to cooperate with the JHSC to identify and keep track of injuries occurring in the plant with a view to jointly working towards the elimination of all accidents in the workplace. In order to accomplish and work toward this goal, the Company agrees to give copies of all accident reports (as per the OHSR R.S.O. 1990 Chapter 0.1. as amended, Sections 51 and 52). This information shall be given to the JHSC, who shall be provided a mutually agreeable time during working hours for the purpose of further investigation or discussion with injured employees, or to observe working conditions, and to bring the results of their investigation, if warranted, back to the JHSC, with recommendations for proposed changes.

The Company agrees to notify the Co-Chair of the JHSC when a new substance, material agent, or chemical is introduced.

ARTICLE 17 - GENERAL

17.1 All employees are expected to attend work as scheduled. When an employee is unable to report for work as scheduled, he/she shall notify his/her supervisor at least **one (1) hour** prior to his/her scheduled starting time except when unable to do so due to events beyond his/her control and advise why he/she is unable to report and when he/she will be returning to work.

In consideration of the fact that not all clocks are synchronized, the Company will give said employees a grace period of eight (8) minutes to notify his/her supervisor.

17.2 It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

17.3 An employee who is required to work more than nine and one-half (9½) hours on any shift will be paid a meal allowance of \$6.50.

- 17.4 The Company agrees to give to all employees two (2) coffee breaks in each shift, one in the first half and one in the second half of the shift, of fifteen (15) minutes duration each, and every two (2) hours thereafter when working, except where the employee is provided with a hot meal. These coffee breaks shall be as close as possible to the middle of the shift and will be staggered where practical.
- 17.5 The Company will allow employees a reasonable time for changing clothing and equipment necessitated by changing working conditions.
- 17.6 Employees injured on the job will be supplied transportation to the Company doctor or to their own doctor, if they so desire and will be driven home if unable to continue work.
- 17.7 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 (2) other days to be taken not later than two (2) days following the day of the funeral, provided that such payments are made only in respect of absence from work on his/her regular work days. For the purpose of this clause, an immediate relative shall be one of the following: mother, father, wife, husband, daughter, son, father-in-law, mother-in-law, sister, brother, grandparents (both sides of the family), grandchildren, step-parents and step-child.
- 17.8 When an employee is notified of a death of an immediate relative and is unable to attend the funeral, he/she shall receive sixteen (16) hours' pay (two days) at his/her regular rate provided that such payments are made only in respect of absence from work on his/her regular work days. For the purpose of this clause, an immediate relative shall be one of the following: mother, father, wife, husband, daughter, son, father-in-law, mother-in-law, sister, brother, grandparents (both sides of the family), grandchildren, step-parents and step-child.

When an employee attends the funeral of an immediate family member, specifically great grandfather, great grandmother, aunt(s), uncle(s), nieces, nephews, brother-in-law, and sister-in-law, they shall be entitled to eight (8) hours pay at his/her regular rate for the day of the funeral, provided that such payments are made only in respect to absence from work on his/her regular work day.

- 17.9 Lead hands shall be defined as a person who performs work and directs work of others, and shall not have authority to hire, fire, suspend, or otherwise penalize other employees and he/she shall be a Union member.

Lead hands will not receive preferential treatment where daily overtime is concerned, or daily hours worked when a supervisor is present in the department. Lead hand jobs will be posted, but seniority, skill and competence, and attitude will be equal criterion for selection.

17.10 If an employee is called for Jury Duty or required under a subpoena as a crown witness while on the active payroll on his/her normal work day, the Company agrees to pay the equivalent of an eight (8) hour day at straight time less the amount received for Jury Duty pay or crown witness fees.

17.11 a) Warnings on an employee's record are to be withdrawn and removed after one year provided that there is no other warning or has not been any other warning in the employee's file.

b) No disciplinary action shall be considered when the circumstances giving rise to it were more than five (5) full working days after the facts occurred, or were known.

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

17.13 Tool Allowance

In the event that an employee wishes to purchase a new or upgraded replacement tool that adds to the efficiency of the work performed, the Company **shall** reimburse the employee for the purchase of such a tool up to the overall \$300.00 maximum amount (for replacement or new purchase) per calendar year. The employee must receive the permission of the Maintenance Manager in advance of the purchase, and the decision to grant approval will be at the discretion of the manager. **The Manager's decision shall not be exercised in an arbitrary fashion. Furthermore, any tool required for the employee's work shall not be unreasonably denied.**

Effective September 1, 2010, increase maximum to \$350.00 per calendar year.

17.14 Emergency Call-In

An employee who, after leaving the Company's premises, is specially called in at any time outside his/her normal working hours, shall be through when the emergency is over, but shall, nevertheless, be paid for a minimum of four (4) hours at time and one-half (1½) for the time spent on the emergency work outside his/her scheduled hours.

17.15 Safety Footwear Allowance

Appropriate boots, or over-boots to be supplied by Company at no cost to employees. If employer cannot supply the appropriate safety footwear for an employee, the employee can purchase the proper safety footwear and be reimbursed up to one hundred and twenty-five dollars (\$125.00) per year.

ARTICLE 18 - WAGES & BENEFITS

Wages and Benefits will be part of Appendices A & B.

ARTICLE 19 - DURATION

This Agreement shall be in force and effect from September 1, 2009, to August 31, 2013, and until all provisions of the Ontario Labour Relations Act have been expended.

Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall meet within fifteen (15) days of such notice being received, but may be extended by either party through mutual agreement.

The parties agree to sign the Collective Agreement within thirty (30) days of ratification by the Union.

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

Maple Leaf Consumer Foods,
A Division of Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario

Matt Davenport

Mike Habel

Gerry Kirkwood

Maria Clark

Chester Chorzyczewski

Ken Johnston

Tim Robertson

Doug Archer

APPENDIX A

Category	Job	Wage Rate			
		Effective Sept. 1, 2008	Effective Sept. 1, 2010	Effective Sept. 1, 2011	Effective Sept. 1, 2012
1	Packer SP Rotation (Stuff, Tie, Cry-o-vac and Pack) Open Boxed Meat Clean Up Laundry Attendant Janitor	\$15.05	\$15.35	\$15.65	\$16.00
2	Trim, Portion and Operate Bandsaw Sanitation Peeler Fresh Blender Grinder Shipper Receiver Palletizer Material Handler Q.C. Inspection	\$15.20	\$15.50	\$15.80	\$16.15
3	Mincemaster Set up and Operate Injector Machine/Pickle Maker Formulator/Blender Frank-o-matic Operator Wiener Packaging Machine Operator Sausage Stuffing Machine Operator	\$15.55	\$15.85	\$16.15	\$16.50
4	Smokehouse Operator	\$15.95	\$16.25	\$16.55	\$16.90
5	Multi-Purpose Crew Set-up/Greaser	\$16.45	\$16.75	\$17.05	\$17.40
6	Maintenance B	\$21.55	\$21.85	\$22.15	\$22.50
7	Refrigeration B with License/Boiler Operator Journeyman Electrician Journeyman Millwright	\$26.70	\$27.00	\$27.30	\$27.65
	Part-time	\$10.50	\$10.80	\$11.10	\$11.45

Probationary employees will be paid 75¢ per hour less than their job rate for their full 90 day probationary period.

Lead Hands - 25¢

Shift Premium

A premium of twenty-five cents (25¢) per hour worked will be paid to all employees working on regularly scheduled shifts beginning from 1:00 p.m. until 3:00 a.m.

An employee who qualifies for the above premium will not be paid such premium for any hours that he/she works prior to his/her regularly scheduled starting time or following his/her regularly scheduled quitting time.

This premium shall not be considered as part of such employees' basic rates.

APPENDIX B

BENEFITS

1. Any regular full-time employee is initially eligible for coverage when his/her records with the Company on the first (1st) day of any such month show that he/she has had not less than six (6) months of credited service and is working.
2. Employees lose their eligibility for all coverage's when their records with the Company show:
 - (a) They have quit.
 - (b) They have failed to return to work when recalled, in accordance with the Collective Agreement.
 - (c) They have been on leave of absence or layoff for thirty calendar days.
 - (d) They have been absent in excess of twenty-one (21) consecutive months or length of service, whichever is less, due to sickness or non compensable accidents.
 - (e) Employment with the Company has been terminated.
3. There is an obligation upon the employee to complete all initial eligibility requirements of the insurer. Any cost to the employee for subsequent forms requirements that are required to maintain the same with the insurer in order to be eligible for, and the maintenance of, the benefits available under the provisions of the Collective Agreement will be reimbursed 100% by the Company upon presentation of receipts.
4.
 - (a) LIFE INSURANCE
\$30,000 – for eligible employees, effective September 1, 2007

\$35,000 – for eligible employees, effective September 1, 2011
 - (b) ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
\$20,000 - for eligible employees

\$35,000 – for eligible employees, effective September 1, 2011
 - (c) WEEKLY ACCIDENT & SICKNESS PLAN
The Company agrees to purchase through an Insurance Carrier a weekly Accident and Sickness Plan. The conditions of the Plan are as follows:

- (i) Coverage - first day accident, fourth day sickness. The three day waiting period will be waived in respect to an employee who is hospitalized.
- (ii) Service scale for duration of payments (as of every September 1st)
 - 3 months to 5 years service – 15 weeks
 - 6 years to 12 years service – 18 weeks
 - 13 years to 20 years service – 24 weeks
 - 21 years to 26 years service – 28 weeks
 - 27 years and over – 35 weeks
- (iii) Employees will not be entitled to benefits under the Weekly Accident and Sickness Plan for any period for which they are eligible to receive Employment Insurance Sickness benefits.

An employee who meets all of the criteria necessary to be paid benefits under the Weekly Accident and Sickness Plan but is not entitled to such benefits because he/she is eligible to receive Employment Insurance Sickness benefits may request a weekly advance on his/her Employment Insurance Sickness benefit. In order to receive each weekly advance on his/her Employment Insurance Sickness benefit, an employee must sign an "Employment Insurance Sickness Benefit Advance Repayment" form as provided by the Company which authorizes the deduction of any monies, that are not repaid within seven calendar days from the date that an Employment Insurance Sickness benefit cheque is issued to the employee, from vacation monies owing to the employee. The amount of the weekly advance will be limited to the amount of the employee's weekly entitlement to Employee Insurance Sickness benefits and the total amount of all weekly advances paid out by the Company to an employee will not exceed the total amount of vacation pay that the employee has earned but not been paid at the time that he/she moves onto Employment Insurance Sickness benefits.

- (iv) (a) Weekly Accident and Sickness Amounts
60% of weekly earnings.
- (b) Drugs/Major Medical
Will be reimbursed at 80% from Insurance Company as per Plan C.

Effective September 1, 2007, all Bargaining Unit employees at the Hamilton Plant will be converted to a pay-direct Drug Plan.

1. Employees will be provided with eighty (80) percent coverage of drugs that legally require a prescription, as per the benefit booklet.
2. Except where the physician indicates no substitution is available, only the generic equivalent is covered by the plan.
3. Employees will be covered for drugs to an annual maximum of two thousand dollars (\$2,000.00) and a life time health maximum of five thousand dollars (\$5,000.00).
4. Coverage includes all dispensing fees up to an eight dollar (\$8.00) maximum.

(c) Vision
\$200.00 in any period of 24 consecutive months.

5. Dental Plan – United Food and Commercial Workers Trusteed Dental Plan, Ontario

(a) Effective on the 1st day of August, 2004, the employees will transfer to the United Food and Commercial Workers Trusteed Dental Plan – Ontario. Details of the plan are contained in the UFCW Dental Plan – Ontario booklet.

(b) **In addition to the above mentioned coverage, the United Food and Commercial Workers Trusteed Dental Plan – Ontario, to which the Employer agrees to contribute thirty (30) cents per hour for all hours paid to full-time bargaining unit employees (effective October 27, 2006, may elect additional coverage in additional areas). Effective September 1, 2008, the Employer will contribute thirty-two (32) cents per hour.**

Effective date of ratification, the Employer will contribute thirty-eight (38) cents per hour.

Effective July 1, 2010, the Employer will contribute forty-six (46) cents per hour.

(c) The employer agrees to sign the “participations agreement” as prepared by the Trustees of the Fund and supply or sign any other documents, forms, reports, or information required by the Trustees of the Dental Fund, and shall forward all contributions together with a list of the employees and the number of hours worked by each employee in each reporting

period within fifteen (15) days of the end of the employer's four (4) or five (5) week accounting period.

6. Chiropractic Coverage

Introduce chiropractic coverage effective September 1, 2011, based on 80% coverage, up to \$150 per year. Subject to any overall maximums already in place. Must be prescribed by a physician.

LETTER OF AGREEMENT #1

When it becomes necessary, because of a lack of production volume, for the Company to reduce the hours of work of an employee with seniority by more than two (2) hours but less than a full eight (8) hour shift, the following paragraph will apply:

An employee with seniority who is working on a job that is going to be performed for less than six (6) hours on a given shift (hereinafter referred to as Employee A) will be given the opportunity to displace the most junior employee working on the exact same shift in his/her department except on one of the jobs listed below provided that he/she can perform the required work. If there is no junior employee working on the exact same shift in the department of Employee A except on one of the jobs listed below, then Employee A will be given the opportunity to displace the most junior employee working on the exact same shift in the plant except on one of the jobs listed below provided that he/she can perform the required work. If Employee A displaces the most junior employee, then the displaced most junior employee will have his/her hours of work reduced. If Employee A chooses not to displace the most junior employee, then Employee A will have his/her hours of work reduced.

When it becomes necessary, because of a lack of production volume, for the Company to reduce the hours of work of an employee with seniority by one or two eight (8) hour shifts in a payroll week, the following paragraph will apply:

An employee with seniority who is working on a job that is not going to be performed for a shift (hereinafter referred to as Employee B) will be given the opportunity to displace the most junior employee working in his/her department except on one of the jobs listed below provided that he/she can perform the required work. If there is no junior employee working except on one of the jobs listed below in the department of Employee B, then Employee B will be given the opportunity to displace the most junior employee working in the plant except on one of the jobs listed below provided that he/she can perform the required work. If Employee B displaces the most junior employee, then the displaced most junior employee will have his/her hours of work reduced. If Employee B chooses not to displace the most junior employee, then Employee B will have his/her hours of work reduced.

When applying the above paragraph, it is understood and agreed that Article 14.1(b) of the Collective Agreement will not apply.

When there are probationary employees working in the plant, the term, "the most junior employee" will be replaced by the term, "the probationary employee of the Company's choice" wherever it appears in this Memorandum.

List of Jobs

Smoke House Operator

All jobs in the Maintenance Department

If it becomes necessary, because of a lack of production volume, for the Company to reduce the hours of work of an employee with seniority by three or more eight (8) hour shifts in a payroll week, it is agreed that Article 9.8 will apply.

In all other situations when it becomes necessary for the Company to reduce an employee's hours of work, it is understood and agreed that the employee who is working on the job that is not going to be performed will have his/her hours of work reduced.

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

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

Maple Leaf Consumer Foods,
A Division of Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario

Matt Davenport

Mike Habel

Gerry Kirkwood

Maria Clark

Chester Chorzyczewski

Ken Johnston

Tim Robertson

Doug Archer

LETTER OF AGREEMENT #2

Full-time employees who were hired prior to September 1, 2006 and who are subsequently laid off will be offered the work that would normally be performed by part-time employees provided that they informed the Company, in writing, at the time when they received notice of layoff that they would be willing to perform part-time work and provided that they can perform the required work. If any such employee informs the Company, in writing, at the time that he/she receives notice of layoff that he/she is willing to perform part-time work, a copy of such will be given to the Union.

If a laid off employee who was hired prior to September 1, 2006, performs the required work, he/she will not be paid \$**10.50** per hour but rather will be paid the wage rate set out in Appendix A for the job that he/she is performing.

Such employees will be paid for all hours worked at their straight time rate until they have worked in excess of eight (8) hours on a shift or forty (40) hours in a week except that if an employee is paid one and one-half times his/her regular rate for any hours worked prior to reaching forty (40) hours worked in a week, such hours paid at time and one-half will not count as part of the forty (40) hours worked in a week that require further payment of time and one-half for hours worked in excess of forty. Such employees will not be paid the premium of one dollar (\$1.00) per hour for hours worked on calendar Saturdays.

Such employees will have their Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Care including Vision and Dental coverage continued for three months following the end of the month in which they were laid off. If a laid off full-time employee who was hired prior to September 1, 2001 works part-time on four or more days in a payroll week, he/she will have his/her Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Care including Vision and Dental coverage continued for three months following the end of the month in which such work took place.

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

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

Maple Leaf Consumer Foods,
A Division of Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario

Matt Davenport

Mike Habel

Gerry Kirkwood

Maria Clark

Chester Chorzyczewski

Ken Johnston

Tim Robertson

Doug Archer

LETTER OF AGREEMENT #3

With respect to scheduling employees to work on Saturday, this will confirm the following:

1. If an employee's religious beliefs do not allow him/her to work on Saturday, the Company acknowledges the requirement to accommodate such employee under the Ontario Human Rights Code.
2. The Company recognizes that some senior employees may not want to be scheduled on Saturday. In such circumstances, the Company will attempt to find a more junior employee to assign to the Tuesday to Saturday schedule.

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

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Ken Johnston

Tim Robertson

Doug Archer

LETTER OF AGREEMENT #4

The Company agrees to give preference of employment to members of the U.F.C.W. who seek employment at the Brockley Drive, Hamilton plant.

Preference will be defined as follows:

Applications for employment from U.F.C.W. members will be given preference when such applicants have equal skills and work records to other applicants for employment. The Company will not discriminate against U.F.C.W. members who apply for employment as a result of the fact that they were active in the Union in their past employment.

All rates of pay and conditions of employment that apply to other new employees will also be applicable to new employees who were previously U.F.C.W. members.

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

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LETTER OF AGREEMENT #5

The Company agrees to pay contributions to the Trust Fund of the Canadian Commercial Workers Industry Pension Plan on behalf of all full-time employees who have completed their probationary period (Employees).

Effective March 1, 2006, the Company's contributions will increase to fifty (.50¢) cents per hour for each Employee.

Effective January 31, 2008, initiate a contribution to CCWIPP Stabilization Fund by five (.05¢) cents per hour.

Effective September 1, 2008, increase contributions to Pension Plan by five (.05¢) cents per hour.

Effective December 31, 2009, increase contributions to Pension Plan by twenty (20) cents per hour.

The Employer further agrees that, should the Stabilization Fund cease to exist, the contribution allocated to the Stabilization Fund will be added to the current CCWIPP contributions forwarded to CCWIPP.

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

The Company will contribute for the hours specified above, to a maximum of forty (40) hours per week and to a maximum of two thousand (2,000) hours per calendar year for each Employee.

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

It is understood that the Company's participation in the Canadian Commercial Workers Industry Pension Plan shall be limited to making on a timely basis the remittances as outlined herein and also providing from time to time such documents, forms, reports and

information as may be required by the trustees of the Canadian Commercial Workers Industry Pension Plan provided that such are reasonably required and necessary to the administration of the Plan. The Company assumes no responsibility for pension benefits provided by the Canadian Commercial Workers Industry Pension Plan.

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

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

Maple Leaf Consumer Foods,
A Division of Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario

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Ken Johnston

Tim Robertson

Doug Archer

LETTER OF AGREEMENT #6

Between

MAPLE LEAF CONSUMER FOODS
A division of Maple Leaf Food Inc.
21 Brockley Drive, Hamilton, ON L8E 3C3

and

THE UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 175

The Company reserves the right to pay higher than two wage rates set out within the Collective Agreement and its Appendices and Memorandums of Agreement for the positions of Refrigeration B with License/Boiler Operator, Journeyman Electrician and Journey Millwright. This will only occur for the purposes of recruiting new/replacement licensed employees. In the event that this is necessary, the Company will demonstrate to the Union that they were not successful in recruiting qualified and suitable employees at the applicable starting rate. At such time all current employees within the classification of Refrigeration B with License/Boiler Operator, Journeyman Electrician and Journeyman Millwright will receive an equivalent increase, and the Job Rate will be adjusted accordingly. Prior to doing so the Company will inform the Union of the Company's decision.

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

Maple Leaf Consumer Foods,
A Division of Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario

Matt Davenport

Mike Habel

Gerry Kirkwood

Maria Clark

Chester Chorzyczewski

Ken Johnston

Tim Robertson

Doug Archer

LETTER OF AGREEMENT #7

Between

**MAPLE LEAF CONSUMER FOODS
A division of Maple Leaf Food Inc.
21 Brockley Drive, Hamilton, ON L8E 3C3**

and

**THE UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 175**

This will confirm the agreement of the parties with regard to payroll adjustments.

It is understood and agreed that any payroll adjustments required, up to two (2) hours pay will be made on the next regular payroll date.

Any payroll adjustments greater than two (2) hours pay will be made prior to the next payroll date.

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

Maple Leaf Consumer Foods,
A Division of Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario

Matt Davenport

Mike Habel

Gerry Kirkwood

Maria Clark

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Ken Johnston

Tim Robertson

Doug Archer

LETTER OF AGREEMENT #8

Between

**MAPLE LEAF CONSUMER FOODS
A division of Maple Leaf Food Inc.
21 Brockley Drive, Hamilton, ON L8E 3C3**

and

**THE UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 175**

In view of recent changes to the Ontario Labour Relations Act, and resulting decisions therefrom, and in view of the parties' history of amiable Labour Relations, the parties agree to the following:

That neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in doing so.

Signed this _____ day of _____, 2010.

FOR UNITED FOOD AND
COMMERCIAL WORKERS
CANADA, LOCAL 175

FOR MAPLE LEAF CONSUMER FOODS,
A DIVISION OF MAPLE LEAF FOODS INC.
21 BROCKLEY DRIVE,
HAMILTON, ONTARIO.

Matt Davenport

Mike Habel

Gerry Kirkwood

Maria Clark

Chester Chorzyczewski

Ken Johnston

Tim Robertson

Doug Archer

LETTER OF AGREEMENT #9

Between

MAPLE LEAF CONSUMER FOODS
A division of Maple Leaf Food Inc.
21 Brockley Drive, Hamilton, ON L8E 3C3

and

THE UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 175

Re: Booklet Printing

This will confirm the Agreement reached during 2006 contract renewal negotiations regarding the printing of booklet copies of the Collective Agreement.

The Company to accept invoice for \$300.00 (three hundred dollars) towards Booklet Printing Costs.

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

Maple Leaf Consumer Foods,
A Division of Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario

Matt Davenport

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Tim Robertson

Doug Archer

LETTER OF AGREEMENT #10

Between

MAPLE LEAF CONSUMER FOODS
A division of Maple Leaf Food Inc.
21 Brockley Drive, Hamilton, ON L8E 3C3

and

**THE UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175
2200 ARGENTIA ROAD, MISSISSAUGA, ON**

Re: Part-time Compensation

The parties recognize the volatility of the part-time recruiting market. With this in mind, the parties agree that management has the right to increase the part-time rate or alter the compensation structure for all part-time employees in order to meet recruitment demands, with no impact to Collective Agreement rates or rates for existing full-time employees.

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

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A Division of Maple Leaf Foods Inc.,
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Hamilton, Ontario

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LETTER OF AGREEMENT #11

Between

MAPLE LEAF CONSUMER FOODS
A division of Maple Leaf Food Inc.
21 Brockley Drive, Hamilton, ON L8E 3C3

and

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

Re: Plant Closure

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

- (a) They have one (1) or more years' seniority.
- (b) 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.
- (c) They have not been granted retirement on pension.
- (d) They have not been transferred to another plant **within a reasonable distance**.
- (e) In order to qualify for any separation payment employees will continue to work in a satisfactory manner as long as required.
- (f) The scale of separation pay or notice shall be equivalent to:
 - (i) 1 week per year of service for 1-5 years of seniority
 - (ii) 2 weeks per year of service for greater than 5 years of seniority, to a maximum of 34 weeks.

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.

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 the notice period of up to 8 weeks following the termination date and will be made on the basis existing at the time of closing.

The employer agrees to participate in the UFCW 175 Adjustment Program to assist displaced workers in attaining meaningful employment elsewhere. Any costs requested to be incurred by the employer at that time, will be at the discretion of management.

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

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Tim Robertson

Doug Archer

LETTER OF AGREEMENT #12

Between

**MAPLE LEAF CONSUMER FOODS
A division of Maple Leaf Food Inc.
21 Brockley Drive, Hamilton, ON L8E 3C3**

and

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

RE: Food Safety

The parties jointly recognize the importance of maintaining strict compliance with respect to food safety in the workplace.

Signed this ___ day of _____, 2010.

United Food and
Commercial Workers
Canada, Local 175

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A Division of Maple Leaf Foods Inc.,
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