

SOURCE	Camp	
EFF.	95	05 02
TERM.	98	03 31
No. OF EMPLOYEES	55	
NOMBRE D'EMPLOYÉS	55	

TEXT OF AGREEMENT

BETWEEN

**Maple Leaf Foods Inc.,
2265 Drew Road,
Mississauga, Ontario**

AND

**United Food and Commercial
Workers International Union
AFL-CIO, Local 114P**

JUN 27 1995

10(35(01)

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THIS AGREEMENT BETWEEN

**Maple Leaf Foods Inc.,
2265 Drew Road, Mississauga, Ontario,
hereinafter called "the Company"**

- and -

**United Food and Commercial Workers International Union,
affiliated with the A.F.L.-C.I.O. and the
Canadian Labour Congress (C.L.C.), Local 114P,
hereinafter called "the Union".**

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

ARTICLE 1 - RECOGNITION

Recognition and Coverage. The Company recognizes the Union **as** the exclusive bargaining agency for the hourly employees of Maple **Leaf** Foods Inc. **as** defined in Article 2.

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

ARTICLE 2 - EMPLOYEES

2.1 Bargaining Unit. The bargaining unit is composed of **all** employees of Maple **Leaf** Foods Inc. located at 2265 Drew **Road**, Mississauga, Ontario save **and** except assistant-forepersons, persons above **the rank** of assistant-forepersons, quality control, security, sales, **office** and clerical **staff**.

2.2 Part-time and Casual Employees. Part-time employees, that is, employees employed for 24 hours weekly **or** less, **and** casual employees, that is, those employed **for less** than one **week, are** eligible **for** membership in the **Union**, but **are not entitled to** the provisions of Articles 10 **to** 16 inclusive **and** Article 19 of this Agreement, except that:-

- (a)** Part-time employees will be eligible for public holiday pay for **the** number of hours they would have worked **on** such holiday **provided** they report for work their day **before and their** day **after the** holiday; **and**
- (b)** Part-time employees with one **year's** service or more **will** be eligible for vacations **as** set forth in Article 19 **on a basis** that their normal weekly hours **are** of forty.
- (c)** **Part-time and** casual employees shall be paid one **and** one-half **(1%)** times their regular rates **for time worked** in excess of eight **(8)** hours in any day.
- (d)** **Part-time and** casual employees shall **be** entitled **to** the provisions of Article 10.8 of **the** Agreement.

Part-time and casual employees will not be used where it is practical to employ full-time employees and, except as otherwise agreed with the Unit Chairperson or Chief Steward, part-time employees will not be employed for the purpose of reducing overtime unless that part-time work is required on a regular basis. Where the work performed by part-time or casual employees can be satisfactorily combined to permit the employment of a full-time employee, this will be done provided the employee can satisfactorily perform the work.

The Company will maintain a record of weekly hours worked by part-time and casual employees which shall be accessible to the Unit Chairperson or Chief Steward.

The Union may submit, and the Company will consider, alternative means of doing the required work rather than employ part-time or casual employees and such matters may be subject to the grievance and arbitration procedures.

2.3 Contracting Out. The Company prefers to have work done by its employees although at times it is necessary to have work performed by outside contractors. The relevant factors which the Company will consider before contracting out such work include, adverse effect on employees, availability of required skills, duration and frequency of the job, urgency of the job, cost of equipment in relation to its use and relative cost comparison, Where practicable, the Union will be informed when outside contractors are used.

When work performed on the premises by outside contractors represents a material change in practice and has adverse effect on present employees of a group affected by such change of practice, the matter may be the subject of a grievance and may be taken to arbitration.

Should an Arbitration Committee be called on to review the Company's action, it may consider the relevant factors referred to above, in order to determine the reasonableness of the Company's action with regard to all the circumstances. Should the Arbitration Committee find that the Company's action was not reasonable, the Committee will direct that the Company choose between having the work performed by its employees or ceasing such operation, and that the Company shall have a reasonable time to effect the decision.

This provision does not apply to Cafeteria operations, to "out of town" deliveries, and to installation and construction work

The Company may at times experiment to determine if work can be performed effectively and economically by its own employees. When this is done for a trial period, it shall not be considered a change of practice should the Company elect to contract out, after the trial period.

2.4 Masculine Gender Includes Females. Use of the masculine gender in this Agreement shall be considered also to include the feminine.

ARTICLE 3 - MANAGEMENT

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

ARTICLE 4 - WAGES

4.1 The **starting** rates, base rates and job bracket value classifications will be as set out in Appendix "F".

4.2 Job increments (one **bracket**) shall be **nine** cents (9¢).

4.3 Group Leaders. A group leader, **designated** by the Plant Manager or **his/her** designated representative, shall be paid **two brackets** over his/her calculated job rate for the duration of the **assignment**. The Company may, at its discretion, pay in excess of the **aforesaid two brackets** but those **appointed** subsequent to the **signing** of this Agreement shall not be paid more **than** four brackets **over** their calculated job rates except by agreement with the Unit **Chairperson or Chief Steward**. The **designation** to group leader will be made on the basis of seniority, provided the employee possesses suitable qualifications to **perform** the group leader function and that the **regular** job he/she **performs** is such that it **allows him/her** to **perform** the group leader function. **No** group leader shall hire, lay-off, **suspend**, discharge or exercise **other** discipline.

4.4 List of Rates and Classifications. Within one month of the signing of this Agreement, and quarterly *thereafter*, the Company will **provide** the Unit Chairperson or the Chief Steward of the Union with a **list** of the **Rates**, including group leader premiums, and Classifications of employees covered by this Agreement.

4.5 Job Rate Rules Part of Agreement. The Sections in Appendix **E** pertaining to the Application of Job Rates, and **Establishing** Rates for **New** or **Changed** Jobs shall constitute an **integral** part of this Agreement.

ARTICLE 5 - UNION SECURITY

5.1 Payment of Dues. The Company **agrees** to **deduct from** each employee's pay on each pay-day and in the case of new employees **beginning** with **their** second payday, the **regular** Union dues and **will** transmit **the total sum of the amounts** so deducted to the **Financial Secretary** of the Union on or before the **tenth** (10th) day of the following **calendar** month. Each remittance will indicate **the** amount deducted from each employee on each pay-day, and the **total** amount deducted from each employee in that period,

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

In addition to the regular dues, up to four times **the** regular dues shall be deducted in any one check-off where **the** employee **was absent** or had insufficient pay in the corresponding number of check-offs **immediately** preceding.

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

5.3 Initiation Fees. The Company **ap e s** 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 Financial Secretary of the Union on or before the fifteenth (15th) day of the calendar month. The initiation fee will not exceed \$10.00.

5.4 Membership. 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 within thirty days following the date of their employment and shall thereafter, maintain membership in the Union in good standing. The Company will procure from such new employees the necessary membership applications and membership in the Union shall be granted within the above-mentioned thirty day period,

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

5.5 No Coercion or Intimidation. No employee shall be subject 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 whatever be practised or permitted with respect to employees who are or who become members of the Union.

5.6 No Discrimination. It shall continue to be the policy of the Company and of the Union not to discriminate against any employee because of race, colour, creed, nationality or sex.

5.7 Address List. Within one month of signing this Agreement and every six months thereafter, or as otherwise agreed, the Company shall provide the Chief Steward of the Union with a list of all employees covered by this Agreement, showing names, addresses and postal codes, as currently indicated in the Company records.

ARTICLE 6 - OFFICERS AND STEWARDS OF THE UNION

6.1 Company to Recognize Stewards and Officers. The Union agrees to appoint or elect and the Company to recognize stewards to deal with matters affecting employees in the plant. Officers and stewards as referred to throughout the Agreement shall be employees with seniority working for the Company. A list of these stewards and officers shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in this list. The terms "Unit Chairperson" and/or "Chief Steward of the Union" refer to the actual Unit Chairperson and/or Chief Steward of the Union or, in their absence, their designated representative.

The Company agrees to recognize a maximum of 3 stewards, including the Chief Steward.

Except as set out in this Agreement, stewards and officers of the Union shall not be allowed or subjected to different treatment than other employees by reason of their position in the Union.

Union Business. The Company recognizes that stewards and officers have duties and responsibilities **towards** and on behalf of the Union and are required at times to leave their jobs to investigate and process grievances, or **discuss** with supervision other matters affecting employees.

The Union recognizes that stewards and officers are employees of the Company and as such have jobs to perform on behalf of the Company. When it becomes necessary for officers or stewards to leave their jobs to attend to the above matters, they will give their forepersons as much advance notice as possible, and arrangements will be made by their forepersons to leave their jobs with no loss of pay as soon as reasonably possible, but normally not later than one hour following the request. The Union agrees that there will not normally be duplication of duties or responsibilities of its stewards and officers, however, it is recognized that there may be times when, because of the circumstances, the Union or the Company may deem it necessary to have more than one representative attend to the matter.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Purpose. Both the Company and the Union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle grievances promptly. It is agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.

7.2 Grievance Committee. The Union agrees to appoint or elect a Grievance Committee, all employees with seniority working for the Company, to deal with matters which may not be decided in the 1st step described in Section 7.3 below. This Grievance Committee will not exceed three in number (except as otherwise agreed) including the Chief Steward of the Union and the steward if desired. A list of Grievance Committee Members shall be supplied to the Company. The Company shall be advised immediately in writing of any change in this list.

7.3(a) Grievance Steps. Alleged grievances shall be dealt with progressively in the following manner:

1st Step. Between the aggrieved employee with the steward or Chief Steward and the foreperson of the department in which the employee works, or between the steward or Chief Steward and the foreperson. If the Company does not arrange to hold a meeting within three working days following request for such meeting, the grievance shall be dealt with at the following step should either party so desire.

This provision shall not preclude an employee from discussing with the foreperson any matter pertaining to his/her employment but, for the purpose of instituting a grievance, such discussion shall not be considered as part of the grievance procedure.

2nd Step. Between the Grievance Committee and the Plant Management. If the Company does not arrange to hold a meeting within five working days following request for such meeting, the grievance shall be dealt with at the following step should either party so desire, except that the five day period may be extended to ten days should the Company so request. A full-time representative of the Union may attend meetings of the Grievance Committee with Plant Management. Grievances presented at this step shall be in writing and shall contain a

brief statement of the grievance, the correction requested and, where applicable, the name of the grievor. Such grievances may be changed or refiled up to and including the 3rd step.

Where the aggrieved employee is an off-shift employee, and the 2nd step meeting is held outside his/her regularly scheduled hours of work, the Company will pay the aggrieved employee at his/her applicable rate for time spent at that meeting with Management representatives. Where the aggrieved employee's steward is also an off-shift employee, he/she will be paid on the same basis.

The aggrieved employee may be present during the two above steps, if so desired by the aggrieved employee or by either party.

If an employee so desires, he/she may be accompanied by his/her steward when being interviewed in the presence of more than one Management representative, where a matter is being discussed that could lead to discipline. If the employee is the steward, he/she may be accompanied by another steward, or the Chief Steward, or the Unit Chairperson.

3rd Step. If, after a sincere effort, it is found impossible to reach a solution locally, the grievance shall be dealt with by representatives of the Head Office of the Company and the Business Representative of the Union, who shall endeavour to reach a settlement. Disciplinary grievances will not be processed at the 3rd step unless the grievance involves group discipline in which case a 3rd step meeting may be requested by either the Company or the Union. When the 3rd step does not apply, the fifteen days specified in Article 8, Dismissal or Suspension, shall apply after the 2nd step.

(b) **Grievance Committee Meetings.** Meetings of the Grievance Committee shall be held at times suitable to the operation of the business, by arrangement between the Plant Manager and the Chief Steward or Unit Chairperson of the Union. The Company will pay the aggrieved employee concerned and the members of the Grievance Committee at their applicable rates for time spent at meetings of the Grievance Committee with Management representatives. If an employee is required to attend such meetings as a witness, he/she shall be paid at his/her applicable rate for the time so required.

(c) **Working Days.** For the purpose of Articles 7, 8 and 9, the term "working days" shall not include Saturday, Sunday or any public holidays as set out in Article 11.1 of this Agreement,

7.4 **Actions of Officials.** If a grievance is filed as a result of the action or lack of action of the officials of either the Company or the Union, it shall be dealt with through the grievance procedure established by this Article, beginning with the 2nd step and discussions between the Company and the Union apart from the grievance procedure shall not preclude resort to the grievance procedure later, if so desired.

7.5 **Wage Grievance.** 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, the increase shall be paid retroactively to the date the error was made or such other period as may be agreed upon. Three working days will be allowed to answer a request for a wage increase after which time it may be handled as a grievance as set forth in Section 7.3.

6 Continue Work During Grievance Investigation. If an employee feels he/she is suffering a grievance, he/she should report the grievance at once in the manner described in Section 7.3 above. Pending its investigation and settlement, he/she should meanwhile try faithfully to perform the duties assigned to him/her.

7.7 Discussions Between Union and Management, Union officials may discuss with members of Management matters which may affect the welfare of employees even though at the time such matter(s) may not constitute a grievance.

7.8 Disciplinary Notifications. Where practicable, written reprimands or notifications of suspension or dismissal given to employees by the Company will contain a statement of the reasons for the action taken. Such statement may be changed up to and including the 3rd step of the grievance procedure.

7.9 Notice of Changes in Supervision, The Chief Steward shall be advised immediately by the Company in writing of permanent changes in supervision. When a foreperson or assistant-foreperson is temporarily replaced, the steward shall be informed of the name of the replacement immediately, or in advance where a permanent arrangement is made for such replacement. For temporary replacements of those above the rank of foreperson, the Chief Steward shall be similarly informed.

ARTICLE 8 - DISMISSAL OR SUSPENSION

If an employee is dismissed or suspended for any reason whatsoever and feels that he/she has been unjustly dealt with, he/she shall promptly notify a Union Officer who shall, if a grievance is to be filed, notify the Plant Manager in writing within five (5) working days of receipt of notice of dismissal or suspension by the Unit Chairperson or Chief Steward stating the grounds of objection to the dismissal or suspension. The dismissal or suspension shall then constitute a grievance and shall be dealt with according to the grievance procedure set out in Article 7 beginning with the 2nd step of Section 7.3. If subsequently it is decided that the employee was unjustly dismissed or suspended or, except in the case of theft, that the degree of penalty was inappropriate to the offence, he/she shall be reinstated in his/her former position with all rights accrued to him/her under this Agreement 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.

To ensure prompt handling of any such grievance after the date the grievance is filed, not more than five working days shall elapse under each successive step up to and including the 2nd step. Following the 2nd step meeting not more than fifteen working days shall elapse until the 3rd step meeting is held, and if the matter is to be referred to arbitration the Union will notify the Company of its nominee to the Arbitration Board within the specified fifteen day period. The time limits referred to in this paragraph may be extended by mutual agreement between the parties.

If a Union membership meeting is held after the expiry of the specified time limits, and it is then decided to pursue a grievance to arbitration, a one month extension of the time limits will be allowed after the completion of the fifteen working days specified. In the event an employee is reinstated and should any retroactivity be involved, the Company will not be liable for any retroactive pay for the above extension,

The Company will notify the Unit Chairperson or Chief Steward in his/her designated representative in writing **within one working day**, if an employee with seniority is dismissed or **suspended**. Where notification of dismissal or suspension is not given within **one working day**, and, if a grievance is to be filed, it may be submitted within five (5) working days of the receipt of the notice by the Unit Chairperson or Chief Steward.

ARTICLE 9 • ARBITRATION

- (a) If settlement is not **reached through** the grievance procedure in Article 7, the grievance may be referred by the Union or by the Company to an Arbitration Committee of three members, one to be appointed by the Union, and one by the Company, and a third, who shall act as Chairperson, to be mutually **agreed** upon by the other two. Upon receipt of the name of the member appointed by the party submitting the grievance to arbitration, the other party shall name its nominee. If it fails to do so within two weeks, its nominee will be appointed by the Minister of Labour of the Province of Ontario upon request by the party submitting the grievance to arbitration. If agreement cannot be reached within one week as to the appointment of a third member, he/she shall be appointed by the Minister of Labour of the Province of Ontario upon request by the party submitting the grievance to arbitration.
- (b) **Notwithstanding** the foregoing, the parties may agree to the appointment of a single Arbitrator with the same powers as an Arbitration Committee. In such cases, the party referring the grievance to arbitration shall, instead of submitting the name of its nominee, submit the name of the Arbitrator it wishes to suggest to the other party. If agreement cannot be reached on the appointment of a single Arbitrator within 5 working days, an Arbitration Committee will be appointed in accordance with the provisions of (a) above, except that in the case of a grievance submitted under Article 8, the Union will name its nominee within five working days following the period provided for appointment of a single Arbitrator.
- (c) It is agreed that neither party will prevent the other party referring a matter to arbitration to determine if the matter is arbitrable. A question of arbitrability need not be raised during the grievance procedure. If the Arbitration Committee determines the grievance to be arbitrable, this same Committee as constituted, shall then be empowered to consider the grievance.
- (d) A decision of a majority of the Arbitration Committee shall be deemed to be a decision of the Committee. In reaching its decision the Committee or the single Arbitrator shall be governed by the provisions of this Agreement and such decision shall be final and binding upon all parties concerned.
- (e) The Arbitration Committee or the Arbitrator is requested to meet within one month following appointment if possible and the parties further request that a decision be rendered within one month if possible.
- (f) The cost of the Chairperson shall be shared equally by the parties. Each party shall pay its own costs including those of its nominee, representatives and witnesses.

ARTICLE 10 • HOURS OF WORK AND OVERTIME

10.1 Volume Fluctuations - Overtime and Guarantee. The "normal work week" shall be as set out in Section 10.2 below.

cause, however, demand for the Company's products vary from season to season and from day to day, the Union agrees that it may at times be necessary to exceed or to reduce these basic hours of work.

The Company will limit hours of work as far as reasonably possible. The Company will first discuss the matter with the Union, if gang overtime is involved, and when feasible, if overtime is involved for individuals.

In consideration of the foregoing, the Company agrees to guarantee a minimum work week of 37 hours at regular rates of pay, subject to the provisions of Section 10.7.

10.2 Procedure for Changing Schedules. The Management shall provide the Union with a supplement to be called Appendix C setting forth the normal daily hours of work for each operation or for groups or individuals within the operation indicating the normal times for work to begin and end on every day in the week.

The present schedules shall be regarded as Appendix C for the purpose of instituting this Agreement.

Except by agreement with the Unit Chairperson or Chief Steward, the hours prescribed in Appendix C shall not exceed 8 hours daily and 40 hours weekly, on five days per week. In areas of the plant where the demands of the business can not be met under the limits outlined above, the Company may propose schedules in excess of 8 hours per day. Where all of the employees involved are in agreement with such proposal, the new schedule will be implemented.

The daily hours prescribed by Appendix C may be altered from time to time as required for the operation and improvement of the business. Except by mutual consent, employees will be entitled to notice of schedule change on the basis of 24 hours' notice where an individual's schedule is changed, and 7 days' notice where a complete gang is disbanded or a gang's schedule is changed. A gang schedule change will be considered to have occurred when a complete gang's schedule is changed to another schedule or when two or more employees on the same schedule in an operation have their schedule changed to another schedule and the said employees form a new gang or the nucleus of a new gang. If a schedule is changed without sufficient notice the employee will be paid one and one-half times his/her regular rate for all hours worked outside the previous schedule until the expiry of the required notice and such hours shall be considered as scheduled hours at regular rates for the purpose of the guarantee as set out in Section 10.7. The Union will be consulted before a change is made in a gang's schedule, or when feasible, in an individual's schedule. Alternate schedules, considered to be more in keeping with the wishes of the employees, may be submitted by the Union. Such schedules will be implemented by the Company provided Management agrees they satisfactorily meet the requirements of the business and, in this respect, Management's decision shall not be made arbitrarily or unreasonably. In the event a grievance is processed to arbitration and the Arbitration Committee determines that Management's decision was made arbitrarily or unreasonably and that the alternate schedule submitted by the Union is to be implemented, the arbitration award shall be made effective the day following the receipt of the award, by the Company giving the required notice of change of schedule to the employees concerned.

If a change of schedule involves a reduction in take-home pay, except in Off-Shift Premium, Week-end Premium and Overtime, it shall be subject to the grievance and arbitration procedures.

10.3 Overtime Provisions. In cases where it becomes necessary to work before or after the schedule, the following rules shall apply:

- (a) **1½ After Number of Prescribed Hours.** The Company agrees to pay one and one-half (1½) times their regular rates to employees for all hours worked in any day in excess of the number of hours prescribed in the schedule for the day.
- (b) **Late and Early Start.** When an employee is instructed to report later than his/her regular scheduled starting time, one and one-half (1½) times his/her regular rate will apply after his/her scheduled quitting time. The Company similarly agrees to pay an employee one and one-half (1½) times his/her regular rate for any hours he/she may be required to work before his/her scheduled starting time. In all other cases the provisions of 10.3(a) will apply.
- (c) **Double Time after 13 Hours.** If by necessity an employee is required to work in excess of 13 continuous hours, he/she shall be paid double time for such additional hours.

When possible, an employee will not be required to continue at work through his/her regular scheduled hours following a period of extended overtime and such unworked scheduled hours will not be subject to guarantee penalty.
- (d) **No Accumulation of Overtime Premiums.** There shall be no accumulating of overtime premiums for the same hours worked, but the highest single premium shall apply.
- (e) **Varying Shifts and Days.** By agreement with the Unit Chairperson or Chief Steward, hours scheduled for operations requiring more than one shift per day, or operations scheduled on a non-scheduled day or paid public holiday without payment of overtime or week-end premium, for the sole purpose of observing some other scheduled day as a day off or as that paid public holiday, may, in certain weeks, exceed the weekly limits prescribed in Section 10.2 above without payment of overtime premiums provided the hours scheduled for other weeks are correspondingly less. The applicable guarantee shall vary on a proportionate basis as set out in Section 10.7(d).

10.4 Double Time for Non-Scheduled Sunday. The Company agrees to pay to employees double their regular rates for work performed on Sunday except by those workers whose schedule calls for work on Sunday. If an employee's regular day off, in place of Sunday, falls on a weekday, he/she shall be paid double the regular rate for hours worked on such a day. Where an employee normally works Sunday and has two week days off, the second day shall be considered to be the day in place of Sunday.

10.5 Daily Guarantee. Any employee who has been called out to work 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 hours' pay at his/her regular rate.

10.6 Emergency Call-in. Any 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 hours at his/her regular rate for the time spent on the emergency work outside of his/her scheduled hours. Where the employee continues working into his/her scheduled hours he/she shall be paid one and one-half (1½) times

his/her regular rate for the hours worked prior to his/her scheduled starting time and regular rates thereafter, except that a maintenance employee shall be paid a minimum of four hours' pay at his/her regular rate for hours worked prior to his/her scheduled starting time.

10.7 Weekly Guarantee. The Company agrees to guarantee every employee in every week of employment 37 hours' pay at regular rates, subject to the following provisions, Overtime, off-shift premium and week-end premiums shall not be considered when calculating what guarantee, if any, is to be paid.

- (a) The Company shall adjust gangs in proportion to the work available or expected. To provide employees with the guaranteed hours of work, the Company shall be free to distribute work within the operation and to transfer employees to other work, reasonable consideration being given to seniority and ability.
- (b) 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.
- (c) The guarantee shall be the same in weeks in which the paid public holidays occur as in others. Pay received for public holidays shall be regarded as part of the guarantee unless such pay is for hours which fall outside an employee's schedule. For the purpose of this clause, pay received for a public holiday shall be considered to be paid in respect to that scheduled shift the employee normally has off work to observe the holiday.

When, as a result of the sequence of operations, an employee is scheduled to work on a public holiday, those hours worked at double time which fall within his/her schedule on the calendar day of general observance of the holiday shall be considered as scheduled hours worked at regular rates for the purpose of the guarantee.

If holidays other than the agreed public holidays are observed, by agreement or as required by law, the guarantee in such weeks shall be the number of scheduled hours available for work

- (d) When an employee's working hours are reduced below the guaranteed minimum in one fiscal week and correspondingly increased in another fiscal week as a consequence of changing shifts, the guarantee, if any, for each of the two weeks affected shall be calculated and paid on a proportionate basis as thirty-seven is to forty.

When an employee's working hours are reduced below the guaranteed minimum in one fiscal week as a consequence of changing shifts, he/she shall be paid thirty-seven hours' pay at regular rates but should the hours worked in a subsequent fiscal week during the following three (3) months be correspondingly increased, his/her pay for that week shall be reduced by the number of hours paid to make up the thirty-seven hour guarantee in the week of the initial change.

- (e) In consideration of the foregoing, the Union agrees and the Company expects that employees will perform whatever work may be assigned to them conscientiously.

10.8 Meal Allowance. Except for infrequent occasions, it is agreed that employees shall not be required to work more than five (5) hours without a meal period. If employees are required to work in excess of one and one-half (1½) hours after the scheduled quitting time, the Company will provide a meal and allow thirty (30) minutes at regular rates for such meal period; employees working on scheduled shifts of less than seven and one-half (7½) hours will be entitled to the above only if they work in excess of nine (9) hours.

If work continues for five (5) hours beyond the first meal allowance, another meal will be provided and thirty (30) minutes at regular rates will be allowed for such meal period.

Employees other than those who eat their meal on the job, if required to work in excess of five (5) hours on non-scheduled days, (not to include paid public holidays falling on scheduled work days), will be provided with a meal, but will not be entitled to pay for the meal period.

Where the Company does not provide a meal as required above, a ticket redeemable as a meal allowance will be issued or, if the employee so desires, a cash equivalent of five dollars (\$5.00) will be added to his/her gross earnings for that fiscal week.

10.9 Fiscal Work Week. For the purpose of calculating overtime and guarantee payments, all "weeks" referred to in this Article shall mean the Company's fiscal payroll week.

ARTICLE 11 - PUBLIC HOLIDAY PAY

11.1 (a) Public Holiday Pay. The Company agrees to pay employees eight (8) hours' pay at their regular rates, whether they work or not, for each of the public holidays listed below regardless of the day on which the public holiday is observed.

Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

If any of the public holidays listed above fall on a Sunday, the Monday following shall be observed and where Monday is also a holiday, the Tuesday will be observed in lieu of Monday. If Christmas Day, Boxing Day or New Year's Day, fall on a Saturday, the Friday preceding shall be observed and where Friday is also a holiday, the Thursday will be observed in lieu of Friday.

In addition to the Public Holidays listed above, employees on the payroll as of April 1st each year shall be granted two (2) Individual Holidays to be taken at a time to be agreed upon between the Company and the employee, but not later than the end of the fiscal year (the last Friday in March). Except by permission of the Plant Manager, an Individual Holiday shall not be granted during the period June 15th to September 15th. Should the plant be required by law to observe any holiday other than those listed above, such holiday shall replace one of the Individual Holidays. Where, in the absence of such a legal requirement, Heritage Day

is commonly observed as a holiday by major customers, then the plant shall observe Heritage Day as a holiday in place of one of the Individual Holidays,

- (b) **Lay-off or Recall in Holiday Weeks.** An employee, if laid off or recalled in the pay weeks in which the public holidays fall, shall receive 8 hours' pay at regular rates for such holiday, provided he/she receives pay for hours worked in such week. Payment will also be made in respect to such holidays which are observed on Monday to employees laid off on the Friday, Saturday, or Sunday immediately preceding. Similarly, payment will be made in respect to Saturday holidays to employees laid off on the Friday immediately preceding.

To qualify for this holiday pay, employees must work out their lay-off notice or report for work on recall when required, as the case may be.

- (c) **Sick Pay and Compensation in Holiday Weeks.** The Company agrees to pay to an employee who would otherwise qualify for holiday pay under 11.1(a) above but who is receiving sick pay or Workers' Compensation, the difference between sick pay or Workers' Compensation, as the case may be, and eight hours' pay at his/her regular rate, as long as he/she continues to receive sick pay or, if on compensation, for such period as the employee would have been entitled to receive sick pay had he/she been sick. Should the public holiday be observed on a non-scheduled day, the Company will pay the employees eligible for either of the above payments, 8 hours' pay at their regular rates.

- (d) **Double Time for Work on Agreed Public Holidays.** If employees do perform work on any of the public holidays listed in 11.1(a), they shall receive public holiday pay as set forth in 11.1(a) above or shall be paid at their regular rates for the actual number of hours worked that day, whichever is greater, and shall, in addition, be paid two (2) times their regular rates for all hours worked on such days.

- (e) **Absence - Public Holidays.** Employees absent on the regularly scheduled work-days next preceding or next following any public 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. The Company will advise the Union in writing of such deductions.

When, as a result of the sequence of operations, an employee is scheduled to work on a public holiday the regularly scheduled work-days next preceding or next following any public holiday shall mean the regularly scheduled work-days next preceding or next following the day he/she normally has off in lieu of the calendar day of general observance of the holiday.

- (f) **Public Holiday Pay - Shift Workers,** Any employee engaged upon shift work whose day off falls on any of the agreed public holidays shall be paid for eight hours at his/her regular rate. Shift employees who are called upon to work on any of the agreed public holidays may elect to receive holiday pay as in 11.1(d) above, or may elect to receive the regular rate and to be allowed a day off with pay and may, if they so elect, accumulate such days off, to be taken at such time as best suits the reasonable convenience of the Management after consultation with the employee concerned.

- (g) Public Holiday in Vacation.** If a paid public holiday falls within the employee's vacation period, he/she may elect to receive holiday pay as provided in Section 11.1(a) or receive a compensatory day's holiday.

If the employee elects to receive a compensatory day's holiday with pay, it shall be taken at a time to be agreed upon between the Company and the employee. If subsequently the employee does work on the day agreed upon as the compensatory day's holiday, it shall be considered as work performed on a paid public holiday and the employee shall be paid in accordance with the provisions of Section 11.1(d) for that day.

(h) Public Holiday During Leave of Absence.

- (i)** An employee on leave of absence will be paid public holiday pay when either of the following conditions exist:
- (a)** If an employee works the regularly scheduled work-day next preceding a paid public holiday and is on a leave of absence on the regularly scheduled work-day next following that holiday, he/she shall be eligible for payment of holiday pay for that holiday.
 - (b)** If an employee works his/her last regularly scheduled work-day prior to going on leave of absence and, as expected, returns to work on the regularly scheduled work-day next following a paid public holiday, he/she shall be eligible for payment of holiday pay for that holiday.
- (ii)** When temporary leave of absence for Union business is granted under the terms of Article 16.3(b), public holiday pay will be paid to those otherwise eligible when such holidays fall within the period of absence.

ARTICLE 12 • SENIORITY

12.1 Definition of Seniority. Subject to the provisions of Articles 12 to 16 inclusive, "seniority" shall mean accumulated service in the bargaining unit. Persons from the bargaining unit appointed to plant supervisory positions shall continue to accumulate "seniority" while in such positions for a period of two years from the date of their appointment,

12.2 Probationary Period. For 3 months after being hired, new employees shall be regarded as employees on probation and shall have no seniority. After 3 months' service, they shall become employees with seniority and shall receive credit for seniority from the date of their employment.

For the purpose of determining the probationary period each full day of absence from work for any reason will be added to the stipulated 3 month period. Upon completion of such additional service, employees shall receive credit for seniority from the date of their employment except that seniority will not be credited for periods of lay-off.

Notwithstanding any provision of this Agreement, the following shall apply with respect to employees on probation:

- (a)** Except as set out in (b) below, the Company will not terminate a probationary employee except for just cause, it being agreed and understood that any application of the standard of

just cause must account for the purpose of a probationary period. When an employee's employment is terminated due to unsuitability for the business, he/she shall be provided with two working days' termination notice or pay in lieu of notice.

- (b) When an employee's employment is terminated due to a lay-off (reduction of the working force) he/she shall be provided with two working days' notice and his/her weekly guarantee for the week in which such notice is given, as set out in Section 10.7.

The Company will notify the Unit Chairperson or the Chief Steward or their designated representative, in writing, within one working day in all cases where an employee on probation with more than forty-five (45) working days of service is terminated for any reason whatsoever.

12.3 Seniority List for Chief Steward. Seniority records shall be maintained by the Company showing the places on the seniority list of all employees in the plant. This list shall be accessible to the Chief Steward of the plant. Upon completion of this Agreement and at quarterly intervals thereafter, or as otherwise agreed, the Company shall deliver to the Chief Steward a seniority list covering all employees with seniority in order of their seniority. The names and service of probationary employees will be added to the lists.

The Company shall notify the Chief Steward of the Union when an employee's clock number is changed.

12.4 When Seniority Lost. The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire, when he/she:

- (a) Voluntarily Quits, Voluntarily leaves the service of the Company, or is dismissed for just cause.
- (b) **Fails to Return on Recall.** Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact, or a telegram or, if contact is not thereby made with the employee, a registered letter mailed to the employee at the last known address of the employee, shall constitute a reasonable effort on the part of the Company, and if within 48 hours of such notice, the employee fails to report for work, or to advise the Company that he/she will report within two weeks or as provided in (c) below and fails to report on the agreed required date, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ. Where it is necessary to secure workers at notice of less than 48 hours, the Company, if unable to make contact with the senior eligible employee, may recall the next senior eligible employee and so on down the list, until the vacancy is filled.

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

- (c) **Election to Decline Recall.** An employee with six months' seniority may decline recall up to a maximum of six (6) months, when there are other employees eligible for recall who can

satisfactorily ~~perform~~ the required ~~work and report~~ for work when required, subject to following provisions:

- (1) If all those so eligible decline to ~~report~~, the junior eligible employee will ~~return to work~~ or be considered as having voluntarily left the Company's employ.
- (2) Subject to (3) below, ~~an~~ employee who ~~has~~ declined recall will not be eligible for recall nor is the Company obligated to contact ~~him/her~~ until the ~~occasion~~ of the next recall ~~after he/she informs~~ the Company in ~~writing~~ that he/she is available to report for ~~work~~.
- (3) When no ~~other~~ employees who can satisfactorily ~~perform~~ the ~~required~~ work are ~~eligible~~ for recall the junior eligible employee will report when recalled ~~or be considered as~~ having voluntarily left the Company's employ.

(d) **Allowable Breaks.** ~~Has~~ been out of ~~the~~ Company's employ in excess of allowable ~~breaks~~ defined below:

Length of Employee's Service	Allowable Break
Over 3 months to 6 months	Time equivalent to one-half of his/her length of service.
Over 6 months	Time equivalent to length of service up to two years.

An employee ~~who~~ returns to ~~work~~ within the time of an allowable ~~break~~ shall ~~retain the~~ **seniority** he/she had at the time he/she was ~~laid off~~, but shall not ~~accumulate~~ additional seniority during the period of the lay-off. However, credit for days ~~worked as a part-time or casual employee~~ will be added to the **seniority** he/she had at the time of lay-off, after being ~~recalled to full time employment and any intervening regular days off~~ will also be added if such part-time or casual work ~~occurs on or before the next regularly scheduled work day that the employee would have worked had he/she not been laid off.~~

- (e) **Rehire of Employees.** An employee with over 3 ~~months'~~ service, if laid off and later rehired within one year, shall receive credit for his/her past service.
- (f) **Rehire of Probationary Employees,** Probationary employees, if laid off and later rehired will be given credit for past ~~service~~, if they complete the probationary period within nine months from their ~~original starting date~~.

12.5 Provision for Trainees. Employees whom the Company is ~~training to~~ fill technical, commercial or supervisory positions may be employed ~~or retained~~ in employment in plant operations irrespective of ~~the provisions of~~ Articles 12 to 16 inclusive. The Unit **Chairperson** or **Chief Steward** of ~~the~~ Union shall be advised in ~~writing~~ of such appointments. Except by agreement with the Union, ~~such~~ appointments shall not ~~exceed~~ 1% of the total number of employees covered by ~~this contract~~.

ARTICLE 13 - NOTICE OF LAY-OFF

- (a) Notice of **Lay-off**. Employees shall be given notice of lay-off on the basis of one working day's notice **for** every completed 6 months' service, but with a **minimum** notice of **two working days**, **and** a maximum notice of five **working days**. **The guarantee in weeks when lay-offs occur** will be as provided in Article 10.7(b).

In **the** event of lay-off as a result of failure on **a** trial period as provided in Article 14.1(a), **days worked as part of the trial period shall** count towards the days of **required** lay-off notice.

An **employee** absent at **the** time he/she would otherwise have received notice of lay-off will be **sent** written confirmation of the notice of lay-off, **mailed** to his/her last known **address** and copy of **same** to **the** Unit Chairperson **or** Chief Steward,

- (b) **Closure of Plant**. In the event of closure of **the** plant or a substantial portion of the plant as a direct result of Act of **God, fire, flood,** or any **internal or** external labour dispute or strike, lay-off notice, **as defined above, as** it affects employees concerned shall be **a** minimum of **2 days** and a maximum of **5 days**,

ARTICLE 14 - LAY-OFFS AND RECALLS

- 14.1 (a) Order of Lay-off**. In case it **becomes necessary** to reduce **the** working force, the order of lay-off **shall be**:

First: Probationary employees provided, **however**, that employees **remaining** who have completed the probationary period can **perform the required work** satisfactorily **or** can **qualify** reasonably quickly for the **required work**. **Those who can qualify** reasonably quickly will be given **an opportunity to do so**. **Those given** such trial, must have **within one week** demonstrated they will be able to **perform the required work** satisfactorily.

Second: Employees possessing seniority in **order** of seniority, provided those who are **retained can perform the required work** satisfactorily. Senior employees who can qualify reasonably quickly for **the required work** **will** be given **an opportunity to do so**. Where such an employee cannot qualify reasonably quickly for 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 reached that he/she can **perform** satisfactorily or on which he/she can qualify reasonably quickly. **Those given** such trial, must have **within one week** demonstrated they will **be** able to **perform the required work** satisfactorily.

When lay-offs become necessary, employees possessing seniority **may** elect **to** accept lay-off rather than move **to** the **required work**, but **will** waive their rights **to** lay-off notice **and** to the **weekly** guarantee for the **week** in which they are **so** laid off, **The status, while on lay-off, of employees who elect to accept lay-off, is the same as the status of employees who are on lay-off in accordance with the provisions of this Article.**

Except **as otherwise agreed, those** with seniority at the time of lay-off, will **be** given **the** opportunity of part-time or casual work subject to the provisions of Article 14.1(a) or

(b). Acceptance or refusal of such **work** will not affect **any** right to **recall** under 14.1(b).

(b) Order of Recall. When increasing the working **force**, the order of **recall** shall be as follows:

Employees possessing seniority in order of seniority, **regardless** of the **area** of the plant in **which** they were previously employed provided they can **perform** the required work satisfactorily. Senior employees who have **elected** to accept lay-off under Article 14.1(a) **Second**, will be eligible for **recall** only to **jobs** elected by them in writing **at** time of **lay-off**, or at a subsequent time **within** their allowable **breaks**.

(c) List on Lay-off and Recall. A list of the names of employees laid **off** or recalled will be forwarded to the Chief **Steward** within one working day of such employees' **actual** lay-off or **return** to work. A list of those employees **electing** lay-off under Article 14.1(a) **Second**, will be forwarded to the Chief **Steward** showing the jobs to which they have **elected** to **return**. When an employee **who** has elected to decline **recall** notifies the Company as specified in Article 12.4(c)(2) that he/she is available to report for work, the Chief Steward will be informed in writing.

14.2 Temporary Work Shortage. In case of **temporary shortage** of work, the Company **will** endeavour to reduce working hours before laying employees **off**, provided, however, that such action is compatible with the requirements of the business and **will** not involve payment of guaranteed hours.

14.3 Lay-off and Recall While Sick, Employees who are absent **from** work due to accident or sickness and are laid off shall not accumulate seniority while on lay-off. Employees recalled but unable to return because of accident or sickness, shall accumulate seniority for such time as they would have worked, up to the time **limits** corresponding to seniority as set out in Article 16.6. Seniority accumulation shall not **exceed** a cumulative maximum equal to that of an employee who is not laid off during his/her **period** of **sickness** or accident.

14.4 Alleged Improper Lay-off or Recall. If an employee **with seniority** alleges he/she **has** been laid **off** or not **recalled**, contrary to the **provisions** of this Agreement, and if a grievance is to be filed, such grievance must be **filed** within five (5) working days of the date that the written notification, required under Section 14.1(c), was given to the **Chief Steward**. Such grievance **will** be dealt with according to the grievance **procedure** set out in Article 7 beginning with the 2nd Step of Section 7.3. If subsequently it is decided that the employee was laid off or not recalled, contrary to the provisions of this Agreement, he/she 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, and **will** be granted **all rights** accrued to him/her **under** this Agreement,

ARTICLE 15 - TRANSFERS AND PROMOTIONS

15.1 Basis for Transfer of Employees. Subject to **seniority**, the requirements of the business and qualifications of employees for the **work** required, employees may be transferred from one **area** of the plant to **another**. If during **three** months' trial an employee with seniority is dissatisfied with the transfer, he/she may register his/her objection in writing, in which case a **reasonable** effort will be made to **reinstate** him/her in his/her previous area, or to place **him/her** in **some** other **area**

provided the employee possesses suitable qualifications for the job, Employees who have requested a return to their previous area shall receive the rate paid at the time of transfer, if higher, for the time they would have worked in their previous area, but were prevented from so doing solely by reason of there not being a satisfactory replacement.

15.2 Basis for Temporary Transfer. In temporary transfers from one area to another, the Company will give consideration to seniority, subject to the requirements of the business and qualifications of employees to do the work required.

An employee, who because of previous experience in an area is temporarily transferred to that area on a repetitive basis, may register his/her objection to such repetitive transfers, in which case the Company will, subject to seniority, make a reasonable effort to obtain a replacement who can perform the work satisfactorily or to train another employee who possesses suitable qualifications and can qualify reasonably quickly for such temporary transfers.

15.3 Promotions and Vacancies.

- (a) The Company will publish vacant jobs by posting notice of it on all notice boards used for such purpose. A copy of all such notices will be given to the Unit Chairperson or Chief Steward of the Union at the time of posting. Those applying within three working days from the time of posting will receive consideration for the vacancy on the basis of seniority, provided they possess suitable qualifications for the job and can qualify reasonably quickly. Employees selected to fill such jobs temporarily shall receive equal consideration with such applicants. The accepted applicant shall be assigned to the vacancy on a probationary basis until he/she has demonstrated that he/she can perform the job satisfactorily. The Company will advise the Unit Chairperson or Chief Steward of the accepted applicant.

When a job is filled temporarily as a result of increased business for a period in excess of 13 continuous weeks, a vacancy will then be considered to exist except in situations where the Union and the Company agree to extend the above 13 week period.

- (b) Certain jobs, where the Company experiences difficulty in having available qualified employees to meet the needs of the business, may be posted at times other than when the vacancy occurs. The list of such jobs to be agreed upon between the Unit Chairperson or Chief Steward and the Company may be altered from time to time by agreement.

The Company will post such jobs at least once each year or as otherwise agreed with the Unit Chairperson or Chief Steward.

Those who apply will receive consideration on the basis of seniority, provided they possess suitable qualifications for the job and can qualify reasonably quickly, and those who are accepted for the anticipated openings will, subject to the requirements of the business be given advance training. When a vacancy subsequently occurs it will be filled by the senior accepted applicant on a probationary basis until he/she has demonstrated he/she can perform the job satisfactorily.

However, where accepted applicants, not yet assigned to the job have been obtained as a result of previous postings and the job is again posted, a more senior employee who then applies and is accepted may, after six months, exercise his/her seniority for a future vacancy.

- (c) An employee who is transferred under Section (a) or (b) above shall be considered for another job under these provisions within a period of twelve months only if a transfer to the job would result in a promotion for the employee.

15.4 Shift Preference. An employee with seniority who is on a shift on other than a temporary basis may request a change of shift when there is a job available on other than a temporary basis on the desired shift that he/she can satisfactorily perform or when there is a junior employee who is performing the same job on other than a temporary basis on the desired shift, the change or exchange of shift, whichever is applicable, will be made as soon as reasonably possible. Such changes will be made provided the employee has not had a change of shift under the provisions of this clause within the previous 12 months and will be considered on the basis of seniority.

15.5 Transfers to Jobs Designated for Disabled Employees. Notwithstanding the foregoing provisions of Article 15, jobs agreed to by the Company and the Union will be designated as jobs which will not be filled in accordance with those provisions. Vacancies for such jobs will be filled by employees who can perform them satisfactorily and who are unable to perform either their regular job or other available work due to a physical disability,

A second list of jobs agreed to by the Company and the Union will also not be filled in accordance with the foregoing provisions of Article 15. Vacancies for these jobs will be filled by employees who can perform them satisfactorily, and who are temporarily unable to perform either their regular job or other available work due to a physical disability. Such employees will return to their regular job when physically able.

The list of such jobs may be altered from time to time by agreement between the Company and the Union.

ARTICLE 16 - AUTHORIZED ABSENCE FROM WORK

16.1 (a) Leave of Absence. Subject to the exigencies of the business, leave of absence without pay up to one year shall be granted by the Company on the written request of an employee, provided the reasons stated in the application are sufficient. If leave of absence is granted, the employee shall be advised in writing with a copy to the Union. Seniority shall accumulate for the first 30 days of such leave of absence. An employee returning from a leave of absence shall, subject to his/her seniority and providing the employee can satisfactorily perform the required work, be placed on the job previously held or one at an equal rate of pay. If the employee would not otherwise have retained his/her previous job and is not placed on a job carrying an equal rate of pay, he/she shall, subject to seniority, be placed on a job he/she can satisfactorily perform.

(b) Pregnancy Leave. An employee with seniority, who is pregnant, shall be entitled upon application to a leave of absence of at least seventeen (17) weeks without pay commencing during the eleven (11) weeks immediately preceding the estimated day of her delivery.

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

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

An employee not physically fit to return to work within the time limits set out above will have her leave of absence extended, until she is physically fit to return to work up to the time limits corresponding to seniority as set out in Section 12.4(d), Allowable Breaks.

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

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

16.3 (a) Leave of Absence for Position with the Union. Employees not to exceed two, who are elected or appointed to a full time position with the Union or a full time position to represent the U.F.C.W. with the Canadian Labour Congress or one of its chartered bodies, shall upon proper notice be granted leave of absence, without pay, for a period not to exceed the term of this Agreement. Such employees, within one month's notice of their desire to return to work with the Company shall, subject to their seniority, providing they can satisfactorily perform the required work, be placed on the job previously held or one at an equal rate of pay. If the employee would not otherwise have retained his/her previous job and is not placed on a job carrying an equal rate of pay, he/she shall, subject to seniority, be placed on a job he/she can satisfactorily perform. Those on such leave will accumulate seniority for a period up to six months and in addition will retain the seniority possessed at the time such leave of absence was granted.

(b) Temporary Leave of Absence for Union Business. Leave of absence for the purpose of attending Union schools, conventions, or conferences shall be granted by the Company on a written request from the Union subject to the following conditions. Employees, not more than three (3) from the plant at any time, chosen by the Union shall be granted leave of absence not exceeding 30 days, provided that the absence of each such employee shall not unreasonably affect the operations of the Company. The Union shall give the Company written notice of not less than 2 days before the requested leave is to commence. A request for an extension of a leave of absence must be made prior to the expiration of the leave already granted and will be considered in relation to existing conditions.

Where leave of absence is required for the negotiation of this Agreement or to attend the Labour College of Canada, such leave shall be granted, subject only to the provisions of this clause as they relate to the numbers of employees who may be granted leave at one time.

Employees on leave of absence as provided in this clause shall accumulate seniority.

- (c) **Leave of Absence for Public Office.** Employees who are elected to municipal government, the Provincial Legislature or the Parliament of Canada shall, upon establishing need for same, be granted leave of absence without pay for a period not to exceed the duration of this Agreement. Within one month's notice of their desire to return to work with the Company, such employees shall, subject to their seniority providing they can satisfactorily perform the required work, be placed on the job previously held or one at an equal rate of pay retaining the seniority possessed at the time such leave of absence was granted. If the employee would not otherwise have retained his/her previous job and is not placed on a job carrying an equal rate of pay, he/she shall, subject to seniority be placed on a job he/she can satisfactorily perform.

16.4 Bereavement Pay. When an employee attends the funeral of an immediate relative, he/she shall receive 8 hours' pay at his/her regular rate for the day of the funeral and for two other days to be taken not later than two days following the day of the funeral. Such payments will be made only in respect to absence from work on his/her regular work days, or what would otherwise have been his/her regular work days had he/she not been granted leave of absence to visit that sick relative. For the purpose of this clause, an immediate relative shall be one of the following: Wife, Husband, Daughter, Son, Mother, Father, Sister, Brother, Mother-in-law, Father-in-law, Grandmother, Grandfather.

When an employee cannot attend the funeral of an immediate relative because of geographical distance, he/she shall receive 8 hours' pay at his/her regular rate for the day of the funeral. Such payment will be made only in respect to absence from work on his/her regular work day. For the purpose of this clause an immediate relative shall be one of the following: Wife, Husband, Daughter, Son, Mother, Father, Sister, Brother, Mother-in-law, Father-in-law.

The Company may require the employee to furnish verification of the date of the funeral.

16.5 Injury-Shift Guarantee. An employee injured while working in the plant shall suffer no loss of earnings for the hours he/she would have worked but were necessarily lost on the day in which the accident occurs and/or up to three subsequent absences within six weeks of the date of the accident if, as a result of such injury, he/she is sent home or to the hospital or for medical attention on instruction from the medical department but, if such is not possible, then by a Company representative. Amounts received under Workers' Compensation for such injury for such time shall be deducted from benefits due under this section.

16.6 Absence Due to Accident or Sickness. If an employee is absent from work, because of accident (including absence due to an injury at work) or sickness, he/she shall accumulate seniority while off work for the period of time set out in the following table, based on the employee's seniority at the commencement of his/her absence:

Employee's Seniority at Commencement of his/her Absence	Length of Time During Which Employee Accumulates Seniority
Over 3 months to 6 months	Time equivalent to one-half of his/her seniority at commencement of his/her absence.
Over 6 months to 4 years	Time equivalent to his/her seniority at commencement of his/her absence.
Over 4 years	4 years

It is understood that any such **accumulation** of **seniority will** not affect the length of an employee's **allowable break** which will be **determined based on seniority** at the commencement of his/her absence.

- (a) **Compensable Absences.** With respect to reinstatement, an employee absent due to an **injury** compensable under the **Workers' Compensation Act** will be reinstated to employment in accordance with the re-employment obligations of **that Act**.

Notwithstanding the temporal **limitations** on re-employment obligations set out in the **Workers' Compensation Act**, an employee with two or more years' **seniority** shall have reinstatement rights for a **period** equal to his/her seniority, as at **his/her** first day of absence, up to a maximum of four years.

Where an employee is entitled to greater temporal reinstatement rights hereunder **than** are provided by the **Workers' Compensation Act**, the employee's rights and obligations **shall** be governed **as set out** in Section **16.6(b)**.

- (b) **Other Absences Due to Accident or Sickness.** All other absences due to accident or sickness will be dealt with as **follows**:

An employee will be granted an allowable break for the following periods provided the **reason(s)** for absence are substantiated by medical reports satisfactory to the Company. The employee **will** provide the Company with such medical reports as the Company, in its discretion, **shall require** from time to time.

- (i) An employee who **has** successfully completed **his/her** probationary period and who **has** up to **six months'** seniority will be granted an allowable break for a period of up to **one-half** of **his/her** seniority, as at his/her first day of absence.
- (ii) **An** employee with **more than six months'** seniority **will** be granted an allowable break for a period of up to the length of **his/her** seniority, as at his/her first day of absence, up to a maximum of four years.

Where an employee returns to work prior to the expiry of his/her allowable **break** 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** 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 allowable break as provided herein.

The employee shall, to the extent feasible, be reinstated to the job previously held or to a job carrying a rate equal to that previously held, subject to seniority, providing he/she can perform the required work satisfactorily. If the employee would not otherwise have retained his/her previous job and is not placed on a job carrying an equal rate of pay, he/she shall, subject to seniority, be placed on a job he/she can satisfactorily perform. It is understood and agreed that the Company will make reasonable efforts to accommodate employees to facilitate their speedy return to work and their return to full productivity. Such accommodation shall consist of measures which may reasonably be expected to permit the employee to perform productively, to the satisfaction of the Company, within a reasonable period of time.

It is understood and agreed that the medical reports referred to above must provide the Company with sufficient information concerning the cause of the absence, the prognosis for recovery, full or otherwise, the expected date of return and the nature and scope of any limitations on the employee's ability to work to enable the Company to determine whether the absence is justified, to plan staffing and to ensure a speedy return to work. Upon request by the Company, at any time, the employee will execute a letter of release permitting disclosure, to the Company or a physician of its choice, of medical information related to the illness or injury causing the employee's absence.

Allowable breaks permitted under this provision shall be conditional upon the timely delivery of satisfactory medical reports as required by the Company, but not more frequently than a maximum of once per month. An employee's failure to provide medical reports on time may result in the employee being subject to disciplinary action. It shall be the employee's responsibility to provide the Company with up-to-date and complete medical information throughout his/her absence and, in any event, no less than three weeks in advance of the expiration of his/her allowable break, to assist the Company in making its determinations under this provision.

Where the Company is not satisfied with the medical information provided, the employee will submit to and cooperate in an independent medical examination by a specialist.

Upon the expiry of the appropriate time periods, the employee's employment will automatically terminate and seniority will be lost unless, in the opinion of the Company, there is a reasonable prospect of the employee's return to productive work, within a further period of not more than three months. Where an extension of the allowable break is granted and the employee has not returned to work, as expected, within the period of extension, his/her employment will automatically terminate and his/her seniority will be lost.

Nothing in this provision shall be interpreted as a guaranteed minimum allowable break and it is understood and agreed that it is the employee's obligation to return to work as soon as possible.

A copy of the letter that informs an employee that he/she has been separated from the employ of the Company as a result of the expiry of his/her allowable break will be forwarded to the Chief Steward

ARTICLE 17 - OFF-SHIFT AND WEEK-END PREMIUMS

17.1 Off-Shift Premium. The Company agrees to pay a premium of forty cents (40¢) per hour to all employees working on shifts beginning between 3:00 p.m. and 3:00 a.m. Employees working on shifts beginning between 10:00 a.m. and 3:00 p.m. will be paid the same premium for all hours worked after 3:00 p.m.

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

17.2 Saturday and Sunday Premium. Full-time employees whose schedule calls for work on calendar Saturdays and/or Sundays shall be paid one and one-half times their regular rates for all scheduled hours worked on such days and these hours shall be considered as scheduled hours at regular rates for the purpose of the guarantee as set out in Section 10.7. Such payment of time and one-half will not be paid when the overtime rate of double time for work on a public holiday as set out in Section 11.1(d) is applicable,

Casual and part-time employees shall receive a premium of twenty cents (20¢) per hour for hours worked at regular rates on calendar Saturdays and a premium of thirty cents (30¢) per hour for hours worked at regular rates on calendar Sundays. Such premiums shall not be considered as part of such employees' basic rates,

ARTICLE 18 - REST PERIODS

The Company agrees to grant rest periods of 15 minutes each during the morning and afternoon shifts, provided the working time of the shift exceeds 2½ hours. A rest period of 15 minutes shall be granted in overtime, provided the overtime shift exceeds 2½ hours after the return from the second meal period. The Union agrees that, except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that rest periods must not be abused.

ARTICLE 19 - VACATIONS

19.1 Vacation Calculated to April 1st. Vacations will be based on service computed to April 1st in the year in which the vacation is to be taken.

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

(b) **Vacation Scale.** In the next and subsequent years, employees will receive vacations with pay based on years of service as follows:

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

(c) Method of Calculating Vacation Pay. Vacation pay for each week of vacation employees shall be the normal weekly hours at the regular 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, and
- (3) Up to one year due to compensable accident.

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

19.2 Vacation Season. Vacations may be granted at any time subject to the demands of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Senior employees should be given preference. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible. The Company will post the vacation schedule upon completion.

19.3 Vacations on Termination. Employees with service of 3 months or longer 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) For employees who have received no vacation, one fifty-second (1/52nd) of one week's vacation with pay for each week of service.
- (b) For employees who have received one or more vacations:
 - (1) Vacation with 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 time of separation for each week of 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.

19.4 No Carry Over of Vacations. Except as set out below every employee shall take his/her vacation in the vacation season 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 foreperson, 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, and shall be taken prior to the employee's retirement.

4) 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.

ARTICLE 20 - SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary properly to protect employees from injury shall be provided by the Company. This, however, shall not be construed to include such personal necessities as safety boots, or any article which becomes the personal property of the employee. Should such reasonable provision not be made or such protective devices not be provided, the matter may be subject to the grievance and arbitration procedures.

The Union agrees to appoint or elect and the Company to recognize bargaining unit representatives on the Labour-Management Safety Committee. Unless otherwise agreed locally, the present arrangements in regard to the number of bargaining unit representatives on the Labour-Management Safety Committee and the frequency of meetings will continue during the term of this Agreement. Such Committee may make recommendations on matters affecting the safety and health of employees.

The Company is committed to the Health and Safety Programme, and wants it to work effectively. Should the Union be concerned that this commitment is not being met, the matter should be raised with the Plant Manager. Should the matter not be resolved, it should then be raised with the General Manager. A full-time representative of the Union may attend these meetings.

ARTICLE 21 - TOOLS, LICENCES AND CLOTHING

21.1 Hand Tools, The Company shall furnish all hand tools (excluding maintenance employees) and working equipment which the Company deems necessary for the work of the employees using them, subject to the establishment of such regulations as are necessary to prevent abuse. Such tools and working equipment shall remain company property, The Company agrees to maintain its present practice of furnishing heavy tools.

21.2 Renewal of Licences, The Company shall reimburse employees for the renewal necessary licences required in the performance of their duties.

21.3 Clothing. Launderable outer work clothing, oilskin aprons, oilskin sleeves, gloves, hair nets and head covering 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, 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. 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. Rubber boots specified by the Company as required for work will be supplied to employees at half cost. Replacement rubber boots specified by the Company as required for work will be supplied to employees at no cost. Such replacement boots 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.

Employees with more than 6 months' seniority, 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. Employees with less than 6 months' seniority who so purchase such clothing shall be reimbursed up to \$16.00 toward such purchase on attainment of 6 months' seniority. For a subsequent purchase, employees will again become eligible for this allowance 3 years from the date of their previous purchase under this provision. Laundering of such clothing shall be the responsibility of the employee.

21.4 Safety Footwear. Employees with more than 6 months' seniority, who purchase safety footwear through the Company for use on the job, shall receive an allowance of up to \$50.00 toward such purchase. Employees with less than 6 months' seniority who so purchase such footwear shall be reimbursed up to \$50.00 toward such purchase on attainment of 6 months' seniority. For a subsequent purchase, employees will again become eligible for this allowance one year from the date of their previous purchase under this provision,

21.5 Tools - Mechanical. Upon presentation of tools which are broken or worn out on the job and which are specified by the Company as being required, a maintenance employee who has one year of service, will be entitled to a tool allowance of up to a maximum of \$195.00 during the term of this Agreement for the replacement of such tools, This allowance may also be used for the purchase of new tools required by the Company to maintain new equipment or to employ new techniques.

ARTICLE 22 - SICK PAY AND WELFARE PLAN

22.1 Sick Pay. Subject to the terms and conditions of the Sick Pay Plan, sick pay will be paid in the following amounts:

Group 1	To include eligible employees whose paid rate is less than 90% of the base rate.	\$255.00
Group 2	To include eligible employees whose paid rate is equivalent to or greater than 90% of the base rate but less than the base rate.	\$270.00

Group 3	To include eligible employees whose paid rate is equivalent to or greater than the base rate but less than the equivalent of 5 brackets over the base rate.	\$280.00
Group 4	To include eligible employees whose paid rate is equivalent to or greater than 5 brackets over the base rate but is less than the equivalent of 13 brackets over the base rate.	\$290.00
Group 5	To include eligible employees whose paid rate is equivalent to or greater than 13 brackets over the base rate.	\$425.00

The service **scale** for duration of payments is as follows:

3 months to 5 years' service	16 weeks
5 years to 7 years' service	26 weeks
7 years to 10 years' service	34 weeks
10 years' service and over	52 weeks

Employees will not be entitled to benefits under the Company Sick Pay Plan for any **period** for which **they are** eligible to receive Unemployment Insurance Sickness benefits.

The required monthly **premiums** will be shared **between** the employee **and** Company on a 50-50 basis.

22.2 Life Insurance. Eligible employees will be covered for **\$25,000** Life Insurance.

In addition to **the** Basic Life **Insurance**, eligible employees will be covered for an additional \$25,000 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.

The **Company** will pay the **full** cost of the **insurance**.

When an employee is laid off, **the** appropriate coverage will remain in effect for three calendar **months** following the month in which the lay-off occurred.

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

22.4 Dental Plan. **The** Company will provide a Dental Insurance Plan, as outlined in **the** Memorandum of Agreement with the **required** premiums paid by the Company. Allowable expenses will be based **on** the 1994 Dental Association **Fee** Schedule of **Ontario**.

ARTICLE 23 - GOVERNMENT REGULATIONS

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

ARTICLE 24 - UNION NOTICES

The Company agrees to provide one bulletin board for the use of the Union. During the life of this Agreement the Company agrees to permit Union Officers, who are employees of the Company, to put notices of Union meetings or of other matters of interest to Union members upon these bulletin boards, provided all such notices are to be first approved by the Plant Manager. The Union agrees to refrain from distributing any other notices or publications upon the Company's premises,

ARTICLE 25 - STRIKES AND LOCKOUTS

25.1 Slow-downs or Interruptions of Production, It is agreed that the Union will not, during the term of this Agreement, authorize, promote, direct, condone or encourage any slow-down or other curtailment or restriction of production or interference with work in or about the Company's plants or premises nor will employees take part in any such actions.

25.2 Strikes or Lockouts During Life of Agreement. It is agreed that the Union will not, during the life of this Agreement, authorize, promote, direct, condone or encourage a strike of employees affected by this Agreement nor will employees take part in such action. It is agreed that the Company will not, during the life of this Agreement, lock out employees.

25.3 Strike Votes, The Union agrees that no strike vote of the members of the Union will be taken during the term of this Agreement or the course of negotiations with the Company for renewal or extension thereof.

25.4 Strikes or Lockouts During Negotiations. It is agreed that the Union will not, during the course of negotiations for a renewal or extension of this Agreement, authorize, promote, direct, condone or encourage a strike of employees nor will employees take part in such action until an attempt has been made in good faith to settle any differences by conciliation, or some other form of mediation. It is agreed that the Company will not, during this period, lock out employees.

ARTICLE 26 - PLANT CLOSING

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

- (a) They have one or more years' seniority as of their date of lay-off.
- (b) They are actively employed with the Company and accumulating seniority or have been laid off within the thirty day period preceding the date of notice of closing, Employees on leave

of absence up **to one** year, **and** employees receiving **Workers' Compensation** **or off** sick will be eligible, provided they have not been off **work** in excess of the time limits **corresponding to seniority** **as** set out in Section 12.4.

- (c) They have not **refused an offer** of employment by the Company in the same plant or in another unit of the business, the location of which is reasonably accessible to the location of **the** place of employment from which **the** employees **are** being separated.
- (d) They have not **refused an offer** of employment **the** requirements of which **are** not substantially **different** from **the** work previously **performed** and provided they cannot be reasonably **expected to perform the** offered work **satisfactorily**.
- (e) They have not attained their **Normal** Retirement Date (the first day of the retirement quarter coincident with or next following the employee's **65th** birthday).
- (f) They have not been **transferred to another plant**.
- (g) The closing is not brought about by **war, strike, walkout, work stoppage, slowdown or other cessation** of work, fire, government action, or Act of God.
- (h) In order to qualify for separation **allowance** or pension benefit employees will continue to **work** in a satisfactory manner **as long as** required.
- (i) **Eligible** employees who are not entitled to **an** unreduced pension **under** the Company's Retirement **plan** will receive **a** separation allowance based on their completed years of service **as of their date** of lay-off **as** set out in the following table:

Years of Completed Service	Amount (\$)
1	460
2	560
3	795
4	1,015
5	1,285
6	1,540
7	1,780
8	2,045
9	2,290
10	2,565
11 to 20	The ten year allowance plus \$405.00 for each year over 10.
21 and over	The twenty year allowance plus \$520.00 for each year over 20.

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.

- (j) Eligible employees who are entitled to an unreduced pension under the Company's Retirement Plan will receive a pension benefit, guaranteed 5 years, based on their completed years of service as of their date of lay-off as set out in the following table:

Years of Completed Service	Additional Annual Pension (\$)	Years of Completed Service	Additional Annual Pension (\$)
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	48	3,755

2. Employees who accept separation allowance or pension benefit 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 the event part of the plant remains open, employees eligible to receive a separation allowance or pension benefit may elect to remain on the seniority list for possible recall. The Company will hold the separation allowance or pension benefit for such employees as long as they are eligible for recall, during which time the employee may request payment subject to the provisions of the above paragraph. Those re-employed on this basis will receive seniority credit up to the time of their lay-off but shall not accumulate additional seniority during the period of lay-off.

Employees eligible to receive a separation allowance or pension benefit, who elect to remain on the seniority list as outlined above, will be entitled to recall in accordance with the provisions of

Article 12.4(d), except that the allowable break will be the time equivalent to length of service up to three (3) years.

3. In view of payments made **under** this clause, **from** the date notice of **closing** is given, **lay-off** notice **as provided** in Article 13 shall be a minimum of **two** days **and a maximum of** five days.

4. In respect **to an** employee 'who is eligible for separation allowance under this Article the Company will continue **to** contribute **to** the Group Life Insurance, Dental, and Extended Health **Care** plans. Such contributions shall continue for a period of **six** months following the month in which **the** employee is laid off and will be made on the **basis** existing at the time **that** the employee was laid **off**.

ARTICLE 27 • WORK METHODS AND REQUIREMENTS

27.1 Change in Working Methods. When the introduction of new equipment makes a material change **which** is expected **to** result in a **significant** reduction of employees in the plant, the Company will **inform** the **Union** of such change at least thirty days in advance of the contemplated change **and the parties will** discuss what is expected **to take place and how** the matter may best be handled. Employees who **axe** eligible for placement in the plant will be entitled to the provisions set out in **Appendix E, Section (h)**. Employees with five **or** more years of seniority who **are** affected by such change and who **axe** not eligible for placement in the plant **will** be entitled **to the** provisions set out in Article 26, Plant Closing.

27.2 Work Requirements, If an employee alleges that **there has** been an unreasonable increase in his/her work, the Union may **request** that the matter be reviewed with **the** Company. Representatives of the Union (not **to exceed two**) and, if desired, a **Full Time Representative of the Union** may meet **with** Plant Management **to discuss** the facts of the case **and** endeavour **to** resolve the issue. The employee concerned may be present **at** these meetings if **so** desired by the employee **or** by either **party**.

If the matter is not **resolved** locally, discussions may be held between the National **Office** of the Union and the Head **Office** of the Company **and,** if a visit **to** the plant is felt to be desirable in order **to** ensure a fair and thorough study of the problem, such visit will be undertaken by a member of the **National** Office **and a representative** of the Head Office. The representative of **the National Office of the Union or of the Company** may, if advisable, have recourse to the advice **and** assistance of other persons, provided that such **persons are** not in the employ of or consultant **to** a competitor of the Company.

ARTICLE 28 - DURATION OF AGREEMENT

28.1 This Agreement shall be in full force and effect from **the** date of signing **until the thirty-first day of March, 1993, 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**.

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

ARTICLE 29 - LOCAL INTERPRETATION AND ADMINISTRATION

All parties to this Agreement recognize and agree that in its application the primary responsibility for interpreting and administering its provisions must rest with the Local Union and the Local Plant Management.

subtitles of the provisions of this Agreement **are** for index purposes only and **are** not intended as a guide to **interpretation** of the Agreement.

In signing the foregoing Agreement, the parties hereto recognize that no rigid rules can of themselves secure **mutual co-operation** which both parties **agree** is essential alike to the welfare of the business and to that of employees, It is, **therefore**, of paramount importance to all concerned that the spirit of this Agreement be followed as faithfully as the written terms.

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

Signed this 2nd day of **May**, 1995.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL W O N ,
LOCAL 114P**

Stan Henderson
Norm Alexander

**FOR MAPLE LEAF FOODS INC.,
2265 DREW ROAD ,
MISSISSAUGA, ONTARIO**

Mark Parkinson
P. Van de Bospoort

APPENDIX "E" - JOB RATES

Application of Job Rate

- (a) (i) Employees shall receive the applicable wage rates provided for in the wage rate schedule for the job **or** jobs they **perform**, when they become qualified.
- (ii) "Qualified" as used above shall be interpreted to mean ability to regularly perform the job without instruction or assistance. Except by agreement with the Union the period of **qualifying shall** not exceed **6 weeks, after** which the rate shall be paid.
- (iii) This clause is subject to the application of Clause (c) below as it pertains to new employees.
- (b) (i) When **an** employee is regularly assigned to more than one job, he/she shall be paid an hourly wage rate **determined** by bringing into account the actual percentage of time worked on the highest **rated** job, **and** the balance of the total time worked on the next highest rated job. When the two highest rated jobs are the same rate, the employee's wage rate shall be **based upon these** rates.
- (ii) **Where** an employee regularly works 50% **or** more of his/her time on the highest rated job, he/she shall be paid that rate.
- (c) **The** rate of new employees will be the job rate less the differential **for** new employees as applicable, when the employee becomes qualified as in (a).
- (d) When **an** employee is **required** temporarily to fill a higher rated job, he/she shall receive the higher **rate**, but if **required** temporarily to fill a lower rated job he/she shall receive his/her regular rate.
- (e) When **an** employee is regularly **assigned** to work where the job rate is higher, he/she shall receive the **higher rate** when qualified as defined in (a) (ii) above. An employee shall be advised when a **transfer** is permanent.
- An** employee temporarily **filling** a higher rated job because of increase in business or replacing **an** employee **who** is off due to sickness **or** compensable accident, shall, after he/she has been regularly **performing the** temporary job for 13 continuous weeks, be paid on a regular basis. This does not include leave of absence **or** vacation replacements.
- (f) When **an** employee is **transferred** from work where the job rate is higher, his/her rate shall not be **reduced** for a period of twelve (12) weeks including lay-off **after** which the lower job rate shall prevail. Should **the** employee be returned temporarily to his/her former **regular** job during **the** above **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 above twelve (12) week period **will** recommence from the day he/she again returns to a lower rated job.
- (g) When **an** employee is transferred to a lower rated job because of inability to perform the job, health or request, **then the lower** rate of pay shall apply immediately.

(h) When **as** a direct result of the introduction of new equipment a job is discontinued and an 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 **three** years, including lay-off, provided that:

- (a) The employee does not decline an opportunity to subsequently transfer to a job rated higher than the job **or** jobs he/she is performing, and provided further that
- (b) no percentage or wage changes will result in a paid rate higher than the rate paid to the employee immediately prior to the above-mentioned change, adjusted to take into account applicable general wage increases since that date.

At the expiry of the above three year period the amount of rate reduction shall be **two brackets**. At 12 month intervals thereafter further reductions of **two brackets** shall take place until the new lower rate prevails.

(i) Where the Employee, the Union and the Company agree that, **as** an alternative to employment being transferred to the purchaser of a portion of the business, the employee will be allowed to transfer to another job covered under the Collective Agreement, such employee will not have his/her rate reduced for a period of three months, including lay-off, provided he/she does not decline an opportunity to subsequently transfer to a job rated higher than the job or jobs he/she is performing.

Establishing Rates for New or Changed Jobs

(a) The Company will set the rate for the job, based on comparisons with other jobs in the plant, and notify the Chief Steward, in writing.

(b) In case of disagreement, the Union will give written notice to the Company stating the rate which, in the Union's judgement, should be the rate for the job and a list of job comparisons explaining the basis upon which the Union's judgement was made. If notice of disagreement as set out above is not received by the Company within 60 days of the date the Chief Steward was notified of the rate set by the Company, that rate will be considered to be an agreed rate.

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

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

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

no agreement is reached, the Union may refer the disagreement to arbitration as set out in Article 9 by giving written notice to the Company, within 30 days following the above meeting, stating the Union's final judgement of the rate and the list of job comparisons on which it will rely at arbitration. Following receipt of the Union's notice, the Company will submit its final judgement of the rate and the list of job comparisons on which it will rely at arbitration.

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

(d) After the job is started the rate set by the Company will be implemented and will be paid retroactive to the date that the job reached normal operation. Similarly, if the rate is increased as a result of a disagreement submitted by the Union, including at arbitration, the rate increase will be paid retroactive to the date that the job reached normal operation.

APPENDIX "F" - RATES OF PAY

The *starting* rate of pay for new employees (except for maintenance employees) will be as follows:

- \$10.00 per hour.
- Upon the completion of six months of seniority the rate will be increased to 85% of the base rate.
- Upon the completion of twelve months of seniority the rate will be increased to 90% of the base rate.
- Upon the completion of eighteen months of seniority the rate will be increased to 95% of the base rate.
- Upon the completion of twenty-four months of seniority the rate will be increased to 100% of the base rate.

The above increases to the *starting rate* of pay for new part-time employees will be paid when the accumulated number of hours worked is equivalent to the number of required months of seniority for such increase.

During the term of this Agreement the base rate will be \$12.26 (except for maintenance employees). The bracket values in the schedule below will be added to the base rate to form the job rate. For new employees, the bracket values in the schedule below will be added to the employees' rate.

During the term of this Agreement, the base rate for maintenance employees will be \$16.35. The bracket values for maintenance employees in the schedule below will be added to the base rate to form the job rate. The starting rate for new maintenance employees will be two brackets less than the job rate for the first 6 months, and one bracket less for the next 6 months. After 12 months' seniority, the job rate will be paid,

Effective the date of ratification, the following bracket value schedule will apply:

APPENDIX "F" - RATES OF PAY (cont'd)

BRACKET VALUE SCHEDULE

<u>Jobs</u>	<u>Brackets</u>
Unskilled Labour	0
Feed Tins To Line	0
Trucker	0
Inspect CANS	0
Supply Line	0
Janitor	0
Clean-Up	2
402 Vacuum Attendant	2
Other Capper Operator	2
C.R. Closing Attendant	2
Moving Empty Cans (Special Lift Truck)	2
Feed Marlin Packer	2
Marlin Packer Attendant	2
Check And Pack	2
Busse Unloader Attendant	2
Busse Loader Attendant	2
Depalletize And Feed Empty Tins	2
Stockman	3
M.F.M. Operator	3
cut-outs	3
Scale And Adjust Weights	3
Operate Ranger Skinner	3
Semi-Auto Caser Operator (Packer Operator)	3
Prepare And Defrost Batch	3
Package Storekeeper	4
Labelling Machine Operator	4
Check Seams	5
Labelling Machine Set-Up	5
Load, Weigh And Operate Grinder	5
Dismantle And Reassemble Production Equipment	6
Grind and Mix	6
Shipper - Receiver	7
Formulator	7
Pickle Maker	7
Retort Operator	12
Electrician	36
Electronics Technician	36
Maintenance Mechanic (Packaging)	36
Maintenance Mechanic (Processing)	36

APPENDIX "G"

1. Forepersons and those above the rank of foreperson shall not perform work usually performed by members of the Bargaining Unit except when such performance:

(a) is clerical in nature or is for the purpose of instructing, experimenting, investigating, demonstrating, replacement of an employee who is absent from his/her job during the day, coping with an emergency.

("Emergency" as used in this clause shall not be interpreted to mean work required as a result of unexpected volume increases.)

(b) is for the purpose of overcoming production difficulties caused by the absence of an employee up to one-half day. In such cases the Company will obtain suitable replacements as soon as reasonably possible.

(c) is limited to occasional work, negligible in amount.

2. Assistant-forepersons who work on a shift or in an area of the plant which is not regularly attended by a foreperson, shall not perform work usually performed by members of the Bargaining Unit except when such performance:

(a) is clerical in nature or is for the purpose of instructing, experimenting, investigating, demonstrating, replacement of an employee who is absent from his/her job during the day, coping with an emergency.

("Emergency" as used in this clause shall not be interpreted to mean work required as a result of unexpected volume increases.)

(b) is for the purpose of overcoming production difficulties caused by the absence of an employee up to one-half day. In such cases the Company will obtain suitable replacements as soon as reasonably possible,

(c) is limited to occasional work, negligible in amount.

Assistant-forepersons appointed to new positions or to replace present forepersons will be governed by the provision covering "Forepersons Working".

MEMORANDUM OF AGREEMENT

Re: Long Term Disability

Effective April 9, 1995, a Long **Term** Disability Plan will be established and will include **the following** provisions:

- Full-time employees actively at work on June 1, **1995** are eligible **for** the Plan on attainment of **one** year's seniority. 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 be subject to the provisions of Article 16.6 of the Collective Agreement,
- The amount of benefit **will** be \$1,100.00 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** application for them **has** been denied.
- An employee in receipt of a benefit under the Company's Pension Plan 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 **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.

- **Where** an employee returns to work under an approved rehabilitation program of up to 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.

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

Agreed this 2nd day of May, 1995.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 114P**

**Stan Henderson
Norm Alexander**

**FOR MAPLE LEAF FOODS INC.,
2265 DREW ROAD,
MISSISSAUGA, ONTARIO**

**Mark Parkinson
P. Van de Bospoort**

OF AGREEMENT

Re: Dental Insurance Plan

The Company will provide a **Dental Plan** on the following **terms** and conditions:

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 allowable expenses **based** on the **Ontario** Dental Association **Fee** Schedule as provided for in Article 22.4 of the Collective Agreement, and 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. Eligibility will be the same as for the Extended Health **Care** Plan.

5. 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.

Agreed this 2nd day of May, 1995.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 114P**

**Stan Henderson
Norm Alexander**

**FOR MAPLE LEAF FOODS INC.,
2265 DREW ROAD,
MISSISSAUGA, ONTARIO**

**Mark Parkinson
P. Van de Bospoort**

MEMORANDUM OF AGREEMENT

Re: Interpretation of the sentence of Article 8 which reads

"If subsequently it is decided that the employee **was** unjustly dismissed or suspended **or**, except in the case of theft, that the **degree** of penalty was **inappropriate** to the offence, he shall **be** reinstated in **his** former position **with** all rights **accrued** to **him** under **this** Agreement and shall be compensated for all time lost at **his** **regular rate** of pay, or granted such lesser compensation for lost wages **as** may **be** **deemed** fair in the circumstances."

The foregoing sentence means, in **part**, that should a **Board** of Arbitration **find** that the employee was suspended or discharged for just **cause**, the Board **shall**, nevertheless, have authority to reduce the penalty **where** it is decided that the **degree** of penalty was inappropriate to **the** offence.

The exception to the above sentence **occurs** in the **case** of dismissal for **theft**. **Where** the Board of Arbitration is satisfied that theft has been proven, the Union relinquishes its right to request **the** **Board** to change the penalty **imposed** by the Company and the **Board** **shall** not have the authority to change the penalty of **dismissal**.

In **cases** of unauthorized **removal** of Company product **or** property from **one** area of the plant **premises** to another exclusive of Company parking areas and exits from **the** plant, **the** exception above **shall** not apply.

This Memorandum shall be presented to **the** Arbitration Board in **every** case of suspension or dismissal **being** arbitrated as being the **agreed** upon interpretation between the Company **and** the **Union**.

This Memorandum **shall** remain in effect unless changed through subsequent negotiations.

Agreed this **2nd** day of May, 1995.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 114P**

Stan Henderson
Norm Alexander

**FOR MAPLE LEAF FOODS INC.,
2265 DREW ROAD,
MISSISSAUGA, ONTARIO**

Mark Parkinson
P. Van de Bospoort

MAPLE LEAF MEATS

March 8, 1995

Mr. Stan Henderson
Business Representative
Local 114P
United Food and Commercial Workers
International Union

Dear Stan:

This will confirm our discussions 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 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 truly,

Mark Parkinson
Human Resources

MAPLE LEAF MEATS

March 8, 1995

Mr. Stan Henderson
Business Representative
Local 114P
~~United~~ Food and Commercial workers
International ~~union~~

Dear Stan:

Re: Leave of Absence for Position with the Union

An employee applying for leave in accordance with Article 16.3(a) will continue on the company group life insurance, dental and extended health care plans for six months, provided he/she pays the full cost of the monthly premiums in advance of the leave.

Eligibility for company sick pay and LTD payments will cease as of the date the leave of absence commences.

Yours truly,

Mark Parkinson
Human Resources

MEMORANDUM OF AGREEMENT

This will confirm our understanding with respect to the application of the provision under Article 10.2, Procedure for Changing Schedules.

Where the Company intends to propose a schedule in excess of 8 hours per day, the Unit Chairperson or Chief Steward will be advised prior to discussion of such schedule with the employees,

The steward or Chief Steward will be present at any meetings held with employees where the proposed schedule is being discussed.

Signed this 2nd day of May, 1995.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 114P**

Stan Henderson
Norm Alexander

**FOR MAPLE LEAF FOODS INC.,
2265 DREW ROAD,
MISSISSAUGA, ONTARIO**

Mark Parkinson
P. van de Bospoort

MEMORANDUM OF AGREEMENT

Re: Pension Benefits

The Company will provide a Retirement **Plan** for hourly paid employees of Maple **Leaf** Meats, 2265 **Drew** Road, Mississauga, on the general basis of the existing Maple **Leaf Foods** Inc. Employees' Retirement Plan 100, Schedule 04.

This Plan **will** contain the following main provisions:

1. Eligibility

All hourly employees transferred by **the** Company **from** 2200 St. **Clair** Avenue to **the** 2265 **Drew** Road, Mississauga plant became members **as** of their first day of employment **at** the **canning** plant.

Employees hired on **or after** July 1, 1995 shall become members on January 1, April 1, July 1, or October 1 coincident with or next following the completion of 24 months of credited **service**.

2. Contributions

The members **shall** contribute required contributions of 4.9% of basic earnings less contributions to **the** Canada Pension Plan.

Should **the** contribution rates required by Canada Pension Plan increase, then **the total** required contributions **from** members of the Company's Retirement Plan will be increased from **the** present 4.9% by the same amount to a **maximum** total of 7%. Such **increases shall take** effect on **the** 1st day of January, April, July or October coincident with **or** next following the **date** of **the** Canada Pension Plan increase.

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 Plan's provisions, but **shall** not be prior **to** the attainment of age 55.

4. Retirement Benefits

(a) The monthly **pension** benefit at **Normal** Retirement Date will be the **total** of:

- (i) \$42.50 for each \$100.00 required contributions, divided by 12, and
- (ii) Effective July 1, 1995, **\$17.00** per month per year of seniority **with** Maple **Leaf Foods** Inc. Seniority for **purposes** of **this** section will be **as** defined in Article 12 of **the** Collective Agreement, calculated to the last completed quarter year.

Effective July 1, 1996, **the** above benefit level **will** be \$18.00 per month per year of seniority with Maple **Leaf Foods** Inc.

(b) Upon optional early retirement, the pension benefit shall be calculated based on required contributions, contributory membership **and** seniority **to** **the** early retirement **date**, 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 enhancement early retirement rate based on the period that the early retirement date precedes the member's attainment of age 60.
- Non-approved early retirement status on or 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 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

- (a) Upon attainment of 2 years of service or membership in the Plan, the member will be entitled to a pension payable at Normal Retirement Date calculated in accordance with Section 4 above,
- (b) Prior to the attainment of such time periods the member will be entitled to a refund of his/her required contributions with interest.

In lieu of the pension benefit in (a) above, provided the employee is not eligible for "approved" retirement, a member may transfer the commuted value of the pension benefit to a "locked-in" Registered Retirement Savings Plan or a new employer's Registered Pension Plan (RPP), provided the new employer's RPP is willing to accept the transfer.

Signed this 6th day of April, 1995.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 114P**

Norm Alexander
Stan Henderson

**FOR MAPLE LEAF FOODS INC.,
2265 DREW ROAD,
MISSISSAUGA, ONTARIO**

Mark Parkinson
P. Van de Bospoort

MEMORANDUM OF AGREEMENT

Re: Employee Transfers

The parties agree that the following employees will transfer from the Maple Leaf Meats, 2200 St. Clair Avenue plant to the Maple Leaf Meats Canning Facility located at 2265 Drew Road, Mississauga:

No.	Name	Seniority Date
MAINTENANCE EMPLOYEES		
1	Horner, Donald	08/10/62
2	Grizzle, Keith	10/12/65
3	Yoo, Hee Tae	03/23/69
4	Ottey, Karl	09/21/69
5	Hofmann, Jochen	06/29/70
6	Badovinac, Jure	09/12/70
7	Kunjah, Walter	08/20/73
PLANT EMPLOYEES		
1	McLeod, Ronald	09/11/57
2	Caddick, Wilbert	06/22/59
3	Sawicky, Michael	12/25/59
4	Ushirode, Yoshiyuki	01/20/60
5	Schaper, Fred	03/27/63
6	Booth, James	05/13/63
7	Montone, Carmen	05/28/63
8	Tement, Joseph	09/24/63
9	Aggio, Tranquillo	11/14/63
10	Caruana, Robert	04/09/64
11	Griffiths, Donald	08/17/64
12	Eakins, Charles	09/23/64
13	Attard, Sam	10/19/64
14	Poirier, Joseph	10/30/64
15	Capin, John	01/14/65
16	Pinkerton, Thomas	05/10/65
17	Camilleri, George	05/27/65
18		

No.	Name	Seniority Date
19	Sincich, Carlo	10/16/65
20	Vujinovic, Anton	10/30/65
21	MacInnis, Parker	03/18/66
22	MacDonald, Allan	03/24/66
23	Hansen, Rita	08/17/66
24	Whalen, Samuel	10/18/66
25	Stuart, Diana	12/28/66
26	Brown, Melvin	03/06/67
27	Stoickevski, Steve	04/17/67
28	Prugo, Franko	05/10/67
29	Roche, Gord	06/12/67
30	Draganic, Kathy	07/27/67
31	Borg, John	08/22/67
32	Brenson, Nigel	09/06/67
33	Azzopardi, Katald	09/06/67
34	Lewis, Melbourne	12/04/67
35	Vrbaneck, Drago	05/09/68
36	Armstrong, Margaret	12/08/68
37	Hillier, Harold	06/18/69
38	Iursich, Luciano	08/19/69
39	Haines, George	08/25/69
40	Henry, Lawrence	09/05/69
41	Cass, Percy	11/04/69

The parties further agree that *those* individuals listed above will be treated as follows:

1. The Collective Agreement at 2265 Drew Road, Mississauga, Ontario will determine the terms and conditions of their employment and that they shall have no further rights under the Collective Agreement between Maple Leaf Foods Inc., Toronto, Ontario and United Food and Commercial Workers International Union, AFL-CIO, Local 114P (which presently applies to the 2200 St. Clair Avenue West plant and Grocery Shipping) as of the first day worked at the Canning plant (2265 Drew Road).
2. Notwithstanding Section 1 above, the seniority date listed above which corresponds to each name will be recognized by the Union and the Company and will be subject to the seniority adjustment provision following the individual's commencement of work at the Canning plant.

Notwithstanding Section 1 above, a **base rate of \$16.35 will** apply and remain in effect for the above employees until such time as the **base rate** applicable to the individuals in the Collective Agreement becomes equal to or greater than \$16.35.

4. The Company will continue to provide benefit coverage for the group life insurance, dental and extended health care plans at no cost to the individuals for the period from March 17, 1995 to the first day the individual works at the Canning plant on 2265 Drew Road.
5. Seniority will not be adjusted for the period of lay-off from Toronto plant up to the first day the individual works at the Canning plant on 2265 Drew Road.
6. The Company will allow up to 3 weeks' vacation to be scheduled by an individual at the Canning plant for calendar 1995. Any vacation entitlement in excess of 3 weeks will be applied to any time period the operation shuts down in 1995. Any unused 1995 vacation will be accumulated and banked.
7. Notwithstanding the benefit levels in Article 22.1, sick pay will be paid on the basis of:

Group 3	To include those whose pay rate is less than bracket 5	\$380.00
Group 4	To include those whose pay rate is equal to brackets 5 to 13	\$397.00
Group 5	To include those whose pay rate is greater than bracket 13	\$425.00

8. Notwithstanding Article 11.1(a), employees with seniority who are on the Canning payroll as of July 1, 1995 will be granted two individual holidays.
9. Notwithstanding Appendix "F", Don Horner and Karl Ottey will receive 37 brackets for as long as they remain in the job classification of "Electrician".

In addition, it is agreed that in the event that the Canning plant requires additional full-time employees prior to March 31, 1996, the Company will hire from the Toronto plant recall list when filling the next three full-time employment opportunities at the Canning plant.

The three employment opportunities will be offered in order of Toronto plant seniority, provided the individual has the skill and ability to perform the required work and he/she is able to report for work on the first day required by the Company.

Sections 1, 3, 6, 7 and 8 above will apply to the three individuals accepting the offer of employment at the Canning plant. The individual will be credited for his/her Toronto plant seniority adjusted for any period of lay-off from Toronto plant. For purposes of lay-off at the Canning plant only, the individual's seniority date will be considered to be one day less than the most junior employee's seniority date of the individuals listed above or the last employee hired under the terms of this provision.

Individuals accepting the employment offer will no longer have any entitlement to severance pay or any other provision of the Toronto Plant Collective Agreement.

This Memorandum shall remain in effect unless changed through subsequent negotiations,

Agreed this 6th day of April, 1995.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 114P**

**Norm Alexander
Stan Henderson**

**FOR MAPLE LEAF FOODS INC.,
2265 DREW ROAD,
MILWAUKEE, ONTARIO**

**Mark Parkinson
P. Van de Bospoort**