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No. OF EMPLOYEES	120		
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TEXT OF AGREEMENT

BETWEEN

Maple Leaf Meats Inc.

Machine and Tool Shop

5110 Harvester Road, Burlington, Ontario

AND

United Food and Commercial

Workers International Union

AFL-CIO, Local 617P

ENTERED

JUL 24 1997

10278 (02)

THIS AGREEMENT BETWEEN

Maple Leaf Meats Inc.,
Machine and Tool Shop
5110 Harvester Road
Burlington, Ontario
hereinafter called "the Company"

- and -

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

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 employees of Maple Leaf Meats 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 the employees of Maple Leaf Meats Inc. located at 5110 Harvester Road, Burlington, Ontario, below the rank of assistant-foreman as hereunder defined:

The term "Employees" as used in this Agreement shall be considered to include those engaged in the activities of the Machine and Tool shop who are classified as tradesmen, maintenance and repair employees and maintenance labour, below the rank of assistant-foreman, except for employees certified in other bargaining units, security staff, office and clerical staff.

Provisions regarding work performed by forepersons and assistant-forepersons will be as set out in Appendix G.

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 President 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 President 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 base rate 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 Production 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 six brackets over their calculated job rates except by agreement with the President 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, exercise other discipline or, except on direction from a member of management, transfer employees to other departments.

4.4 List of Rates and Classifications. Within one month of the signing of this Agreement, and quarterly thereafter, the Company will provide the President or the Chief Steward of the Local Union with a list of the Rates, including group leader premiums, and Classifications of employees covered by this Agreement. When requested by the Union, a copy of the above list will be provided to the Department Steward.

4.5 Job Rate Rules Part of Agreement. The Sections in Appendix E pertaining to the Application of Job Rates, Mechanical Rate Progression 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 pay-day, the regular Union dues and will transmit the total sum of the amounts so deducted to the Financial Secretary of the Local Union on or before the 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 Local 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 agrees that upon receipt of written authorization in the form of a signed Union Membership Card, it will deduct from the wages of employees joining the Union after the ratification of this Agreement, the initiation fee due from him/her to the Local Union on the first pay-day of the following calendar month and shall remit the same to the Financial Secretary of the Local Union on or before the fifteenth (15th) day of the calendar month. The initiation fee will not exceed \$20.00.

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 Local 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 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 Local 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 departments or p u p s of departments in the plant. **Officers** and stewards as referred tu 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 "President of the Union" and/or "Chief Steward of the Union" refer to the actual President **and/or** Chief Steward of the Union or, in their absence, their designated representative.

Where the President and/or Chief Steward are not employees with **seniority** working for the Company, these terms shall refer to the Unit Chairperson and/or Unit Chief Steward who shall be employees with **seniority** working for the Company.

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**.

6.2 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, 2nd or **3rd** steps described in Section 7.3 below. This Grievance Committee **will** not exceed four in number (except as otherwise agreed) including the Chief Steward of the Local Union and the Department 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 and the foreperson of the department in which the employee works, or between the 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 steward or stewards not to exceed two and the divisional supervisor 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.

The Union may designate a senior department steward on nights who may investigate and process grievances that are not settled at the 1st step. The Chief Steward will not be recognized before the 3rd step in such cases. A senior department steward on nights will be recognized only in the area in which he/she is employed.

3rd Step. Between the steward and/or the Chief Steward and/or the Union President and the Plant Production Manager and/or other members of his/her staff. 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, except that the three day period may be extended to five days should either party so request. If requested, 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 and department of the grievor. Grievances presented at this step may be changed or refiled up to and including the fifth step.

Where the aggrieved employee is an off-shift employee, and the 3rd 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 Department Steward is also an off-shift employee, he/she will be paid on the same basis.

4th 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 setting out the information as specified in the third step above. Such grievances may be changed or refiled up to and including the fifth step.

The aggrieved employee may be present during the four 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 President.

(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 Production Manager and the Chief Steward or President of **the Local Union**. The Company will pay the aggrieved employee concerned and the members of the Grievance Committee at their applicable rates for time spent **at** meetings of the Grievance Committee with Management representatives. 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) 5th 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 National **Office** of the Union, who shall endeavour to reach a settlement. *Disciplinary* grievances will not be **processed** at the fifth step unless the grievance involves group discipline in which case a fifth step meeting may be requested by either the Company or the **Union**. When the fifth step does not apply, **the fifteen days specified** in Article 8, **Dismissal** or **Suspension**, shall apply after the fourth step.

(d) 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 Appendix D 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 **3rd** 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.

7.6 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 Steward and Foreperson. A Union Steward, or in his/her absence the Chief Steward or President, may **discuss** with the foreperson of his/her department direct matters which may affect the welfare of his/her department, even though at the **time** same **may** not constitute a grievance. **Similar** discussions **may** take place between the President or Chief Steward **and** a **Divisional** Supervisor or between a **Union** officer **and** the Plant **Production** Manager or his/her designated representative.

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 act taken. Such statement may be changed up to and including the 5th 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 Department 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 steward or a Union Officer who **shall**, if a grievance is to be **filed**, notify the Plant production Manager in writing within five (5) working days of receipt of **notice** of dismissal or suspension by the President 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 **3rd** 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 4th step. Following the 4th step meeting not **more** than fifteen working days shall elapse **until** the 5th 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 President or **Chief** Steward or 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 President 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.

Because, however, livestock receipts and **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 Local Union with a supplement to be called Appendix C setting forth the **normal** daily hours of work for every department or for groups or individuals within a department 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 President 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 departments 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 a department 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

(1%) **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 premium for the **same** hours worked, but the highest single premium **shall** apply.

- (e) **Varying Shifts and Days.** By agreement **with** the President 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 week-day, 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 (1%)**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

departments and to transfer employees from one department to another, reasonable consideration being given to seniority, to ability, and to extreme changes in temperature.

(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 set forth in Appendix D. If any of these holidays fall on a Sunday, the Monday following shall be observed and where Monday is also a holiday, the Tuesday will be observed in lieu of 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 set forth in Appendix D, 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 Production 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 in Appendix D, 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 set forth in Appendix D, they shall receive public holiday pay as set forth in (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 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 President 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 preliminary and Plant Seniority. **Employees** who have completed their probationary **period** shall be regarded as falling into two classes:

- (a) **Those** with "Preliminary Seniority"
- (b) **Those** with "Plant Seniority"

Upon completion of the probationary **period**, preliminary seniority shall prevail for three months, after which employees shall possess plant seniority.

By **mutual** consent of the Plant Management and of the President or **Chief** Steward, **preliminary** seniority may operate within a **group** of related departments rather than within a **single** department.

12.4 Seniority List for Chief Steward. Seniority records **shall** be maintained by the Company showing the places on the seniority list of all employees in every department. This list **shall** be 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 of the Local Union a seniority list covering **all** employees with seniority in order of their seniority, and a list of all employees with **seniority**, by departments in order of **seniority**. The **names** and service of **probationary** employees will be added to the lists.

In periods when it is anticipated that employees with seniority may be affected by lay-offs, the Company **will** deliver to **the** Chief Steward a seniority list covering the **10%** of employees with seniority of employees who have the least seniority and the **names** and **service** dates of probationary employees on the **payroll** and the **names** of **part-time** employees on the payroll.

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

12.5 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 plant 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 the 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.

12.6 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 President or Chief Steward of the **Local 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.

12.7 Seniority Changes. Changes **introduced** into the Company's seniority **policy** as a result of the **provisions** of Articles 12 to 16 inclusive shall apply **from** the date of **signing** this Agreement **only** to employees affected by this Agreement who **are** presently in the employ of the Company and to future employees.

12.8 Amalgamation of Departments, Where the Company intends to amalgamate two or more departments the Union will be informed at least 30 days in advance of the contemplated amalgamation and **the parties** will discuss the **reasons** for the amalgamation. Alternate proposals, considered **more** in keeping with the wishes of the employees, may be submitted by the Union. Such **proposals** will be

implemented provided the Company agrees they satisfactorily meet the requirements of the business, and in this respect Management's decision shall not be made arbitrarily or unreasonably. If the matter not resolved locally, discussions may be held between the National Office of the Union and the Head Office of the Company, in the person of the National Production Manager and/or other members of his/her staff.

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 President 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, livestock epidemic 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 preliminary seniority who are working in the department from which the staff is being reduced, on the basis of seniority, provided, however, that employees remaining can perform the required work satisfactorily or can qualify reasonably quickly for the required work in the department. Those who can qualify reasonably quickly will be given an opportunity to do so on the same basis as set out in Section 14.1(a) First.

Third: Employees possessing preliminary seniority who are working in other departments, on the basis of seniority, provided, however, that employees remaining can perform the required work satisfactorily.

Fourth: Employees **possessing** plant 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 plant seniority may elect to accept lay-off rather than transfer, 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:

First: Employees **possessing** plant seniority in order of seniority, regardless of the departments in **which** they were previously employed provided they can **perform** the *required* work satisfactorily. Senior employees who have elected to accept lay-off rather than transfer will be eligible for recall **only** to departments elected by them in **Writing** at **time of** lay-off, or at a subsequent **time** within their allowable breaks.

Second Employees **possessing** preliminary **seniority** who were laid off from the department in **which** **staff is being increased**, in order of seniority, provided they can **perform** the **required** work satisfactorily.

Third: Employees **possessing** preliminary seniority who were laid off **from** other departments, in order of seniority, provided they can **perform** the *required* work satisfactorily.

(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) Fourth, will be **forwarded** to the **Chief Steward** showing the departments to which they have elected to return. When an employee who has elected to **decline** recall notifies the Company as **specified** in **Article** 12.5(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 **d u c e** 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 3rd 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 department 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 department, or to place him/her in some other department provided the employee possesses suitable qualifications for the job. Employees who have requested a return to their previous department shall receive the rate paid at the time of transfer, if higher, for the time they would have worked in their previous department, but were prevented from so doing solely by reason of there not being a satisfactory replacement. Employees who are transferred from one department to another shall carry their accumulated service or seniority with them in accordance with Articles 12.2 or 12.3 as the case may be.

15.2 Basis for Temporary Transfer. In temporary transfers from one department 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 a department is temporarily transferred to that department 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 Return to Regular Department.

(a) Employees with seniority who are transferred from their department due to a reduction in staff, shall have the right to request a return to their regular department when the staff is being increased. Such request will be granted as soon as a satisfactory replacement can be found to take his/her place and provided that the employee possesses suitable qualifications for the job.

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

(b) Where an employee is transferred on a staff reduction to a department, where a more senior employee has an application for transfer on file, the employee transferred on a staff reduction will return to his/her regular department when staff is being increased and he/she is eligible to do so, provided that:

- (a) The employee returning to his/her regular department possesses suitable qualifications for the job.
- (b) The request for transfer referred to above is still outstanding.

Applications for transfer filed subsequent to the staff reduction will not affect the employee's right to remain in the department to which he/she was transferred on a staff reduction.

15.4 Requesting Transfer. If a Plant Seniority employee desires a transfer to another department, he/she may submit a written application to the Plant Production Manager and, if the job rate is a consideration, the employee will state the minimum bracket value below which he/she would not wish to request transfer. If later a vacancy occurs in that department, those who have such applications on file shall be given consideration in order of seniority, provided they possess the necessary qualifications for it and can qualify reasonably quickly and provided they have not been transferred under the provisions of this clause or clause 15.5 within the previous twelve months. Such transfers will be effected as soon as satisfactory replacements can be found.

The Company will maintain a current record of transfer requests which shall be accessible to the President or Chief Steward of the Local Union.

When a job is filled temporarily as a result of increased business for a period in excess of 13 continuous weeks in a department where an application or applications for transfer are on file, a vacancy will then be considered to exist except where other employees are eligible to return to that department under other provisions of the Agreement.

15.5 Promotions and Vacancies.

(a) Vacancies within the bargaining unit shall be filled by promotion within each department on the basis of seniority, provided the employees possess suitable qualifications for the jobs and can qualify reasonably quickly.

An employee for whom a vacancy would not be a promotion shall, upon request, receive consideration for the vacancy as set out above and, if accepted, he/she shall not subsequently be transferred under the provisions of Article 15.6(b) for a period of twelve months.

(b) In doubtful cases, the Company is willing to discuss the matter with the President or Chief Steward. All promotions shall be on a probationary basis until the promoted employee has demonstrated that he/she can perform the job satisfactorily.

(c) When a vacancy within the bargaining unit cannot be satisfactorily filled from within the department affected, except by agreement with the President or Chief Steward or except where Section (d) below applies, the Company will publish the vacancy of those jobs having a bracket value of more than four or any other jobs of lesser value as may be agreed upon locally between the Company and the

Union by **posting** notice of it on **all** notice **boards** used for such purpose. A copy of **all** such notices **will** be given to the President or Chief Steward of the Local Union at the **time** of posting. Those **wi** applications on file and others 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 President or Chief Steward of the accepted applicant.

(d) 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 President 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 President 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.

(e) An employee who is transferred under Section (a), (c) or (d) above, or **under** Article 15.4, **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.

15.6(a) Shift Preference. Employees with plant seniority who **are** transferred due to staff reduction to a **department** where they have had previous experience on other than a temporary basis, **will**, where **possible**, be given preference of **shift at the time** of transfer over junior employees, excluding **rotating shifts**, **provided** they can satisfactorily perform the job to which they **are assigned**.

Where **the** experience referred to above **has been** on a temporary **basis**, but there is a junior employee on the **desired** shift **performing** the same job **as** that assigned to the transferred employee, preference of shift **shall similarly** be granted.

(b) Shift Preference Within Department. **An** employee with plant seniority who is on a shift on other than a temporary **basis** may request a change of **shift** within his/her department. 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.

15.7 Transfer Between Plants. A person transferred from the areas as specified in Article 2.1 of one unit or subsidiary of the Company to another shall receive seniority recognition for his/her service accumulated as recognized by Canada Packers. However, if the unit or subsidiary was acquired subsequent to the formation of the Company, seniority recognition shall be for his/her service accumulated from the date of purchase. In either case, seniority recognition will be subject to the approval by the Management and the Local Union of the Plant to which he/she is transferred.

15.8 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 12.5(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, except **as** set out below, 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.

If the population of the plant exceeds five hundred the **maximum** number of employees eligible for leave under this clause **will** be four.

(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 **Local** Union subject to the following conditions. Employees, not **more** than three **(3)** from the plant, except **as** set out below, but not more than two **(2)** from any one department, 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.

E **mployees** on leave of absence **as** provided in this clause shall accumulate seniority.

If the population of the plant exceeds three hundred but is less than five hundred, or is five hundred or more but less than one thousand, or one thousand and over, the **maximum** number of employees eligible for leave **under** this clause will be five, nine and twelve respectively.

(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 upto-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 for 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 in each department should be given preference. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible.

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.

- (b) In the case of absence ~~from~~ work for which an employee is eligible for Sick Pay and this absence commences prior to and continues into his/her vacation period and
- (1) the employee does not return to work prior to the end of the calendar year in which the absence commenced, or
 - (2) the employee returns to work too late in the calendar year to permit his/her vacation to be rescheduled

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

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

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 Production Manager. Should the matter not be resolved, it should then be raised with the Plant Manager. A full-time representative of the Union may attend these meetings. Where the matter cannot be resolved locally, it should be raised with the National Production Manager and/or his/her designated representative by the National Office of the Union.

ARTICLE 21 • TOOLS, LICENCES, KNIFE SHARPENING 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 on furnishing heavy tools.

21.2 Renewal of Licences. The Company shall reimburse employees for the renewal of 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 departments 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, an employee, who **has one year** of service in the Maintenance Department, will be entitled to a tool allowance of up to a **maximum** of \$130.00 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 88% of the base rate)..... \$324.00/week

Group 2 (to include eligible employees whose paid rate is equivalent to or greater than 88% of the base rate but less than the base rate) \$369.00/week

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) \$380.00/week

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) \$397.00/week

Group 5 (to include eligible employees whose paid rate is equivalent to or greater than 13 brackets over the base rate) \$425.00/week

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

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

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 dated June 17, 1991 with the required premiums paid by the Company. Effective April 1, 1996, 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 **unless** otherwise **agreed** locally. 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 production 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 Local 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 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 12.5**.

(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, slow-down 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.

In **addition**, employees will be entitled to a supplement based on completed **full years** of age and service **as** of their date of lay-off. Employees whose combined age and **service**, as above, total 65 will be entitled to a supplement of \$2,700.00 plus **an additional** \$135.00 for each year the combined total exceeds 65.

(i) **Eligible** employees who **are** entitled to an unreduced pension **under** the Company's Retirement **Plan** shall 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 12.5(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 the closing of a department or a substantial reduction in the number of employees in a department, 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 are eligible for placement in their own 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 are not eligible for placement in their own 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 Local 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 (in the person of the National Production Manager and/or other members of his/her staff) 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 the National Production Manager or another member of his/her staff. 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, 1998, and thereafter from year to year, unless either party gives notice in writing of termination or of amendment of not more than 90 days and not less than 30 days prior to the date of expiration.

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.

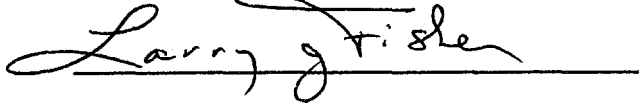
By signing the foregoing Agreement, the parties hereto recognize that no rigid rules can of themselves secure mutual co-operation which both parties agree is essential alike to the welfare of the business and to that of employees. It is, therefore, of paramount importance to all concerned that the spirit 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 23rd day of June

1998.

FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 617P



FOR MAPLE LEAF MEATS INC.
MACHINE AND TOOL SHOP
5110 HARVESTER ROAD
BURLINGTON ONTARIO



APPENDIX "D"

List of the Public Holidays to be Observed and Paid by the Company as Set Forth in Article 11, Section 11.1(a).

Victoria Day, Dominion Day, **Civic** Holiday, **Labour** Day, Thanksgiving Day, Christmas Bay, **Boxing** Day, **New** Year's Day, Good **Friday**.

APPENDIX "E" - JOB RATES

Application of Job Rates

- (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.

(9) 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 the incumbent is transferred to a lower rated job, or when the incumbent of a job that is reduced in value following a technological innovation continues on the changed job, his/her rate shall not be reduced for a period of 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 a department is permanently closed and all or part of the department's operations are no longer performed within the plant, employees in the department at that time shall not have their rate reduced for a period of one year, including lay-off, provided the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job or jobs he/she is performing.

(j) 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.

Mechanical Rate Progression

(a) The Mechanical Department classification and progression system as established will remain so for the term of this Agreement.

(b) Because of the agreed system of progression in the Mechanical Department, Steam Plant and Engine Room, it is agreed that the differential for new employees applicable to all other employees will not apply to those classed higher than "Maintenance Labour".

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 President and Management representatives. A ~~full-time~~ representative of the Union **may** attend this meeting.

If no agreement is **reached**, the Union **may** refer the disagreement to arbitration **as** set out in Article 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" - BASE RATES

During the term of this Agreement, the base rate will be \$16.35.

The starting rate for new employees will be 75% of the base rate. Automatic increases of 5% of the base rate will be granted on the completion of 6, 12, 16 and 20 months' service. After 2 years' service, the base rate will be paid

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, sharpening knives, 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 in Cafeteria, Engine **Room** and Retail Market **operations.**
- (d) is in a department, the **location of which** in relation to the **remainder of the plant, as of the effective date of this Appendix, is such as to require** separate supervision.
- (e) 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, sharpening knives, 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 in cafeteria, Engine **Room** and **Retail** Market operations.
- (d) 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: Pension Benefits

The Company will provide pension coverage for hourly paid employees of Maple Leaf Meats Inc., 5110 Harvester Road, Burlington, Ontario, under the terms of the existing Maple Leaf Foods Inc. Employees' Retirement Plan 100, Schedule 04.

This Plan will contain the following main provisions:

1. Eligibility

~~All~~ employees employed by the Company on October 1, 1987 shall become members of the plan.

Employees hired after October 1, 1987 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) for each \$100.00 required contributions, divided by 12, and

ii) Effective March 31, 1996, \$18.00 per month per year of seniority with Maple Leaf Meats. Seniority for purposes of this Section will be as defined in Article 12 of the Collective Agreement, calculated to the last completed quarter year.

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.
- c) 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 23rd day of June 1996. ⁷ *zp.*

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

Larry J. Fiske

FOR MAPLE LEAF MEATS INC.
MACHINE AND TOOL SHOP
5110 HARVESTER ROAD
BURLINGTON, ONTARIO

[Signature]

MEMORANDUM OF AGREEMENT

Re: Long Term Disability

Effective November 11, 1996, a Long Term Disability **Plan** will be established and will include the following provisions:

- Full-time employees actively at work on December 1, 1996 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' Ill-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^o 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.

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MEMORANDUM OF AGREEMENT

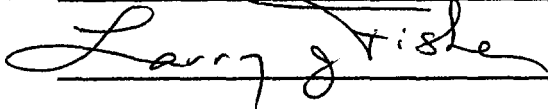
Re. Long Term Disability (cont'd)

- Where **an** employee returns to work under **an** approved rehabilitation program of **up** to 24 months, the benefit **will** be reduced by 50% of any **earnings**, provided the total gross income from all sources does not exceed 90% of the pre-disability normal gross wages.
- No benefit **will** be paid for intentionally self-inflicted injuries, or for disabilities arising from a declared or undeclared act of **war**, participation in a **not** or insurrection, employment **with** another employer, or commission of a felony.

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

Agreed this 23rd day of June 19

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



FOR MAPLE LEAF MEATS **INC.**
MACHINE AND TOOL SHOP
5110 HARVESTER ROAD
BURLINGTON, ONTARIO



MEMORANDUM OF AGREEMENT

Re: Dental Insurance 1

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 **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;

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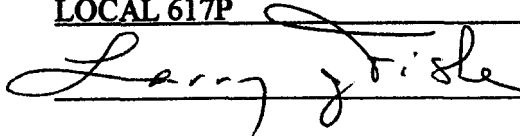
M. MORANDUM OF AGREEMENT

Re: Dental Insurance Plan (cont'd)

- 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 23rd day of June 1998.

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



FOR MAPLE LEAF MEATS INC.
MACHINE AND TOOL SHOP
5110 HARVESTER ROAD
BURLINGTON, ONTARIO



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.

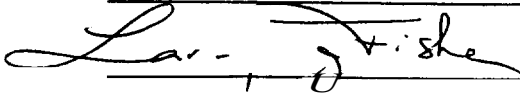
In ~~cases~~ of unauthorized removal of Company product or property from one area of the plant premises ~~to~~ another exclusive of Company parking areas and exits from the plant, the exception above ~~shall~~ not apply.

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.

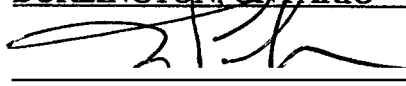
This Memorandum ~~shall~~ remain in effect unless changed through subsequent negotiations.

Agreed this 23rd day of June 1998.

FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 617P



FOR MAPLE LEAF MEATS INC.
MACHINE AND TOOL SHOP
5110 HARVESTER ROAD
BURLINGTON, ONTARIO



MAPLE LEAF MEATS

October 22, 1996

Mr. Larry Fisher
President
United Food & Commercial Workers
International ~~Union~~, Local 617P
1129 Main Street East
Hamilton, Ontario
L8M 1P2

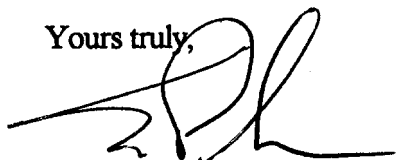
~~Dear~~ Mr. Fisher:

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

October 22, 1996

Mr. Larry Fisher
President
United Food & Commercial Workers
International Union, Local 617P
1129 Main Street East
Hamilton, Ontario
L8M 1P2

Dear **Mr.** Fisher:

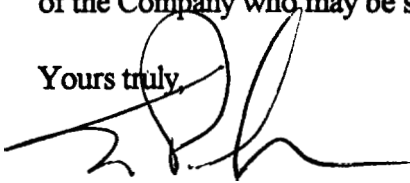
This will **confirm our** discussions regarding the Company's position re the problem of **addiction**.

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 **Local** Union intends, at each of its plants, 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

October 22, 1996

Mr. ~~Larry~~ Fisher
President
United Food & Commercial Workers
International union, ~~Local~~ 617P
1129 Main Street East
Hamilton) Ontario
L8M 1P2

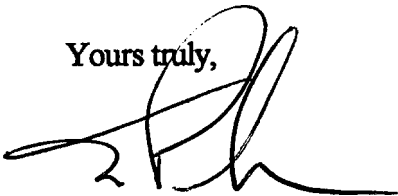
~~Dear~~ Mr. Fisher:

This will confirm our understanding with respect to the application of the new 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 President or Chief Steward and the Department Steward will be advised prior to **discussion** of such schedule with the employees.

The Department Steward will be present ~~at~~ any **meetings** held with employees where the proposed **schedule is being discussed**.

Yours truly,



Mark Parkinson
Human Resources

October 22, 1996

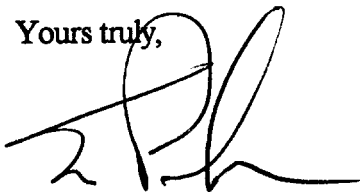
Mr. Larry Fisher
President
United Food & Commercial Workers
International Union, **Local** 617P
1129 Main Street East
Hamilton, Ontario
L8M 1P2

~~Dear~~ Mr. Fisher:

This **will** confirm **our** understanding with respect to the application of the **new starting** rate.

- The **new starting** rate will not apply to employees **hired** prior to the date of ratification,
- The **new starting** rate will not apply to employees **hired** prior to the date of ratification who are laid **off** and subsequently **recalled** within **the** allowable break **as set** out in Article 12.5(d) or re-hired under the **provisions** of Article 12.5(e) or Article 12.5(f).
- Employees who **terminate** their **full-time employment** and subsequently work **on** a part-time **basis** **will** be paid at the **new starting** rate.
- **Each** automatic 5% **increase** for part-time employees will be paid when **the** accumulated **number of** **hours** worked is equivalent to the **number** of required **months** of **service** for such **increase**.

Yours truly,



Mark Parkinson
Human Resources

