

SOURCE	C/D		
EFF.	98	04	01
TERM.	2000	06	30
No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	903		

THIS AGREEMENT BETWEEN

MAPLE LEAF MEATS INC.
 Ontario Distribution Centre
 5100 Harvester Road, Burlington, Ontario
 (hereinafter referred to as "the Company")

- and -

Local 707 of the United Food and
 Commercial Workers International Union,
 AFL-C.I.O. and the C.L.C.
 (hereinafter referred to as "the Union").

ARTICLE 1 - Purpose

- 1.01** The Company and the Union each **agree** that the purpose and the intent of **this** Agreement is to promote co-operation and harmony, to **recognize** mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to promote efficiency and service, and **set** forth herein the basic agreement **controlling** rates of pay, hours of work, dispute procedures, and conditions of employment.
- 1.02** There shall be no effort by either signatory to misinterpret, read into, or delete from any of the provisions of this Agreement.
- 1.03** Therefore, this Agreement between the Company and the Union, **signed** by the accredited officials of both parties, **has** been mutually agreed upon, and the terms laid out **shall** be carried out in letter and spirit by both parties.

ARTICLE 2 - RECOGNITION

- 2.01** The Company recognizes the Union **as** the exclusive bargaining **agency** for **all** employees of Maple Leaf Meats, Distribution Centre, 5100 Harvester Road, **in** the **City** of Burlington Ontario save and except forepersons, persons above the rank of foreperson, **office**, clerical, product development and sales staff.
- 2.02** Persons outside the bargaining unit shall not perform bargaining unit **work**.
- 2.03** Supervisory personnel shall not be permitted to perform work normally performed by an employee in the bargaining unit except:
 - a) the work cannot be performed by bargaining unit employees because of skill requirements;
 - b) special equipment to perform the **work** is not available to the Company;
 - c) in the instruction and training of employees.

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- 2.04** Part-time employees, that is, employees employed for 24 hours weekly or less, are eligible for membership in the Union and the Company will commence the deductions of Union dues effective the employees first pay.

Except as otherwise agreed, those full-time employees with seniority at the time of a lay-off, will be given the opportunity of part-time work and the employee will receive the applicable rate of the job as set out in Schedule "C". Acceptance or refusal of such work will not affect any right to recall under article 10.06.

The terms and conditions of those employed as part-time employees will be as set out in Appendix "B" which forms a part of the collective agreement.

ARTICLE 3 - UNION SECURITY

- 3.01** The Company agrees to deduct weekly from each employee in each calendar month the regular weekly **Union** dues, and to remit such monies to the Financial Secretary of the **Local** before the **fifteenth** day of the following month in which such deductions were made. **A list** showing the names of the employees from whom such monies were deducted **shall** accompany **each** monthly check-off cheque. The Union agrees to **notify** the Company of the amount of dues to be deducted. In addition to the regular dues, **twice** the regular weekly Union dues **shall** be deducted in any one check-off where the employee was absent or **had insufficient** pay in the check-off immediately preceding until all delinquent weeks have been accounted for.
- 3.02** The Company agrees that it shall be a condition of employment that any employee, who ~~at~~ the date of the signing of the 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 **ninety** (90) days following the date of the 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 ninety (90) 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. 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 notifications from the Union.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01** The Union recognizes that the Company has the exclusive right to manage the business and to exercise all of the prerogatives of management, except those specifically delegated to the Union in this Agreement.

ARTICLE 5 - DISCRIMINATION

- 5.01** No person shall be refused employment or in any manner be discriminated against or coerced,

restrained or influenced on account of membership or non-membership in any labour organization.

- 5.02** The Business Representative of the Local Union, upon permission from the Distribution Manager, may enter the Company's premises for the purpose of administering the Collective Agreement, provided he/she does not interfere with the employee's duties to the company.

ARTICLE 6 - STEWARDS AND COMMITTEES

- 6.01** The Company acknowledges the right of the Union to appoint or otherwise **select** from the Union membership, stewards, who **will** comprise a plant **committee**, one of which **will** be the chief steward who will be the chairperson of the said committee. The Company will **recognize** the said committee for the purpose of **handling** any **grievance arising** out of the administration of **this Collective Agreement**.
- 6.02** A **list** of the stewards appointed, or **otherwise** selected, **shall** be supplied to the Company. The Company **shall** be advised immediately by the Union, in writing, of any change to this **list**. The Union will be **informed** promptly of other than temporary changes in supervision.
- 6.03** The Union agrees that no person **shall** be appointed or **otherwise selected** as a steward **unless** he/she **has** attained plant seniority twelve (**12**) months prior to the appointment or **selection**.
- 6.04** **The Company recognizes** and agrees that members of the Plant Committee and Committee Chairperson (Pension Committee, **Health** & Safety Committee and **Compensation** Co-ordinator) **are** required from time to time to investigate and process **grievances** or **discuss** with Supervisors **other** matters affecting employees. When it **becomes necessary** for a Committee member to leave his/her job **during** working hours to attend **these** matters, **they** will give Supervisors **as** much advance notice **as** possible, at which time Supervision **will** make arrangements for the Committee member to be relieved **within** one **hour** after receiving **such** notice. The **Committee** member must advise his/her Supervisor **as** to what the general nature of business is and how much time they require. The Union agrees that there will not normally be duplications of duties or responsibilities of **its** Stewards and **Officers**, however, it is **recognized** that there may be times, **because** of **circumstances**, the Union or the Company **may** **deem** it necessary to have **more** than one representative attend to the matter. The Committee **member** must **inform** the appropriate Supervisor of the department into which he/she **is** entering.
- 6.05** **An** employee **shall** be accompanied by a Steward, or Chief Steward, or President, when being interviewed in the presence of a Foreperson or Company Supervisor, where a matter is being **discussed** that could lead to discipline.
- 6.06** **Labour Relations Committee**
- During the term of this Agreement, meetings between the Labour Relations Committee and the Company **will** be held at least every month or such earlier time **as** may be agreed. **The** Union or **the** Company shall submit an agenda of the business to be transacted. The Labour Relations Committee shall consist of the President **and** **Chief** Steward. The Union representative **will** be **allowed** to attend these committee meetings.

6.07 Negotiating Committee

The Union Negotiating Committee consisting of not more than three (3) employees of the Company, elected or appointed by the **Union**, shall ~~meet~~ with the Company, for the purpose of negotiating a renewal of the Collective Agreement.

6.08 Union Grievance Committee

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

6.09 Time spent by employees in carrying out functions of the above committees, shall be considered to be time worked and paid for by the Company.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Grievances arising under the Agreement shall be adjusted and settled as follows:

Step 1 - The aggrieved employee shall present his/her grievance in writing at a meeting with his/her immediate department Supervisor, and shall have his/her Steward present. If a settlement satisfactory to the employee concerned is not reached within forty-eight (48) hours, the grievance may be presented as follows at any time within the forty-eight (48) hours thereafter.

step 2 - The aggrieved employee shall present his/her grievance to the Personnel Manager, Department Supervisor and the Plant Superintendent, or the Assistant Superintendent, and shall be represented by the Chief Steward and the Department Steward. If a Settlement satisfactory to the employee concerned is not reached within forty-eight (48) hours, the grievance may be presented as follows at any time within the forty-eight (48) hours thereafter. Policy Grievances shall be presented at Step 2.

Step 3 - The aggrieved employee may present his/her grievance to a Vice-President of the Company and a Committee composed of Chief Steward, Steward from the Department, and President. The International Representative of the Union may be in attendance. Should no settlement satisfactory to the employee be reached within forty-eight (48) hours, the grievance may be referred by either party to a Board of Arbitration as hereinafter provided.

7.02 It is understood that the Company or the Union may bring forward as a grievance any complaint arising out of the application of this Agreement.

7.03 In this article, a grievance shall consist of any dispute concerning interpretation, application, "or administration", or alleged violation of any clause in this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by

arbitration. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the grievance procedure.

- 7.04** No grievance shall be considered where the circumstances giving rise to it occurred, or was known, more than three (3) full working days before the filing of the grievance.
- 7.05** No employee shall be disciplined or discharged without just cause.

ARTICLE 8 - ARBITRATION

- 8.01** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure outlined above, and which has not been settled to the satisfaction of the employee, will be referred to a Board of Arbitration at the request of either of the parties hereto within five (5) working days from decision referred to in Article 7.01, Step 3.
- 8.02** The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union, and third person to act as the Chairperson, agreed to by the other two members of the Board.
- 8.03** Within forty-eight (48) hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 8.04** Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario shall be asked to nominate a third party to act as the Chairperson.
- 8.05** The decision of a Board of Arbitration, or a majority thereof: constituted in the above manner, shall be binding on both parties.
- 8.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. An Arbitrator shall have the power to modify any penalty imposed by the Company.
- 8.07** Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairperson.
- 8.08** No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 9 - NO STRIKE- NO LOCKOUT

- 9.01** During the term of this Agreement there shall be no lockout by the Company, or any strike,

sitdown, slowdown, work stoppage, or suspension of work, either complete or partial, for any reason by the employee.

- 9.02** Employees covered by this Collective Agreement shall have the right to refuse to cross a legal picket line.

Upon written request from the Union, the Company will discontinue the procurement, from outside suppliers who are engaged in a legal strike or lockout, of meat or meat products which are distributed from the Distribution Centre.

Employees **shall** not refuse to handle products within the warehouse or refuse to deliver products or interfere ~~with~~ the distribution of products which have been manufactured by the Company ~~at~~ one of its plants **which may** be involved in a labour dispute.

ARTICLE 10 - SENIORITY

- 10.01** Seniority is defined as length of accumulated service with the Company calculated as elapsed time from the date he/she was employed by the Company provided he/she successfully completes his/her probationary period. If his/her seniority is broken, such calculation shall be from the date he/she was employed following the last break in his/her seniority.

- 10.02** In case of date duplications, an alphabetical list shall be prepared in accordance with the surname and those at the top of the list shall be deemed to be hired first. The Company shall prepare a seniority list showing the employee's plant seniority, revised each six (6) months, and a copy of the revised list shall be delivered every six (6) months to the Resident of the Local, the Chief Steward, and Department Stewards, and a copy will be sent to the Union Office.

- 10.03** New employees hired by the Company shall be considered as probationary employees until they have completed ninety (90) calendar days of employment in any twelve (12) month period, during which time he/she may be discharged or disciplined without recourse to the grievance procedure. The Company may not discharge the employee for purposes of enforcing additional probationary period. Upon completion of the ninetieth (90) calendar day, the employee shall be either discharged or placed on the regular seniority list as of the date of the commencement of his/her probationary period. The Company agrees that should an employee be terminated between the sixtieth (60) and ninetieth (90) day, the Union will be supplied with the information surrounding the dismissal, and the subject will be open for discussion with the Union.

- 10.04** An employee's seniority rights and the employment relationship will cease for any of the following reasons:

- (a) If an employee voluntarily quits.
- (b) If the employee is discharged and the decision is not reversed through the Grievance Procedure.
- (c) If the employee is absent from work for three (3) working days without securing leave of

absence from his/her Supervisor, unless reasons satisfactory to the Company for such absence are supplied.

- (d) If an employee has been laid off and fails to return within five (5) working days after he/she has been notified to do so by registered mail to his/her last known address with the Company, unless reasons satisfactory to the Company are supplied, (It shall be the employee's responsibility at all times to keep the Company informed as to his/her current home address.) The Company shall then inform the Union Office of the change.
- (e) If an employee has been out of employment with the Company due to lay-off for a period equivalent to his/her seniority at the time of his/her lay-off, to a maximum of two (2) years.
- (f) Employees off on compensation shall continue to retain their seniority while absent.
- (g) Employee's seniority will not be terminated when they remain away from work because of sickness or disability, provided the employee notifies his/her Supervisor, within three (3) working days. An employee returning from sick or disability leave after five (5) working days absence, must, if requested by the Company, present a certificate from his/her Physician stating the nature of the sickness and that the employee is reasonably recovered to fully perform the duties of his/her job. The employees on authorized sick or disability leave will only accumulate seniority on the following basis:

Length of Employee's Service	Allowable Break
Over 6 months.	Time equivalent to length of service not in excess of 36 months.

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 and accumulate additional seniority for the period of the lay-off.

10.05 Those promoted to supervisory positions or positions not subject to this Agreement, will retain their seniority after promotion for a twelve (12) month period only. If demoted for any reason, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the grievance procedure as outlined in this Agreement, should he/she subsequently be discharged in such a position beyond the jurisdiction of this Agreement. If an employee is promoted to a supervisory position and such supervisory position is subsequently abolished, such employee will revert to his/her former position without loss of seniority. Employees reverting to their former positions as provided herein shall be required, as a condition of continued employment, to apply for membership in the Union.

10.06 Lay-off Procedure - Reduction in Working Force

When increasing or reducing employees covered by this Agreement, plant seniority shall govern the matter, with the last laid off being the first recalled, providing that the employee can perform the work, or can learn the job in a reasonable time. Reasonable time shall mean a trial of six (6) working days in an eight (8) day period. Employees so affected will be given five (5) working days' written notice or pay in lieu thereof for a two (2) day or more layoff. Employees

will be given three (3) working days written notice or pay in lieu thereof for a one (1) day lay-off.

ARTICLE 11 - VACANCIES

- 11.01** When a vacancy occurs the job vacancy, with the job rate, will be **posted** on the main bulletin board for a period of **ninety-six** (96) hours. The job will be filled by the bidder with the highest plant seniority who is able to **satisfactorily** perform the work to be done. If no employee bids on the job vacancy, then the job **will** be awarded to the junior non-rated employee in the plant, provided that he/she **can** satisfactorily perform the job. It is **agreed** that the original **vacancy** and **one** subsequent **vacancy** shall be posted.
- 11.02** When a job **vacancy** occurs and it **is** known it is for a temporary period, the job **posting** shall so designate.
- 11.03** When an employee **successfully** bids on a new job, he/she shall maintain his/her existing rate, unless the employee **has** had previous experience on the job; in that **case**, he/she **shall** receive **the** job rate immediately. When an employee has maintained his/her existing classification rate, he/she shall progress to the new job classification rate within **thirty** (30) working days.
- 11.04** When an employee **successfully** bids down on a new job, he/she **shall** receive the **training** rate (one (1) rate below job rate). He/she **shall** progress to the new job rate within **thirty** (30) working days. If the employee **has** had previous practical experience in the new job, he/she shall receive the full rate.
- 11.05** **An** employee who **successfully** bids on a new job shall not bid on a further opening for a one year period.
- 11.06** **An** employee selected on this basis will be given **an** opportunity of fulfilling the duties of the new position during a reasonable trial period of **thirty** (30) working days. If the employee **fails** to **meet** the requirements of the job at any time during the trial period, he/she will be returned to his/her former job. If the employee wishes to relinquish the position within **eleven** (11) working days, he/she may do **so**, and return to his/her former job.
- 11.07** **An** employee who **successfully** bids a new job will be placed on the new job not later **than** two **(2)** weeks where practical.
- 11.08** The Company **will** operate 3 steady **shifts**: Days, Afternoons and Nights. All employees will remain in their current **shifts**, unless a vacancy **occurs** and they have **successfully** bid on that **vacancy**.

An employee with seniority who is on shift on other than a temporary basis may request a change of shift within his/her department. The employee may exercise this preference of shift over a junior employee performing the same job on the desired shift. Such change in shifts **will** be made **as** soon **as** reasonably possible **and** provided the employee has not had a change of shift under **this** provision within the previous 12 months.

ARTICLE 12 - TEMPORARY TRANSFERS

- 12.01** It **is** not the intention of the Company to utilize temporary transfers to transfer anyone for more than four **(4)** weeks.
- 12.02** **An** employee who, **because** of **skill** and competence, is temporarily transferred on a repetitive **basis**, may register his/her objection to **such** repetitive transfers to the Personnel **Manager and** Chief Steward, in which **case** the Company will, subject to **seniority**, have four **(4)** weeks 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.
- 12.03** Any employee transferred **shall** receive **the** rate of pay of the job he/she **is** transferred to, **but not** less than his/her regular job rate. Payment to the employee **of** the job rate shall not be used **as** evidence in assessment of **skill**, competence, and efficiency in other provisions of the Collective Agreement.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01** In an attempt to give all employees an opportunity to enjoy vacations during the **summer months**, leaves of absence will not be **granted** from June 15 to September 15. The **Company** may grant **leaves** of absence, without pay, to any employees for legitimate personal reasons **for up to two (2)** months, including vacation period. The Company will notify the **Union**, in writing, of all such leaves of absence, along with the name of the person the leave was granted to. If an employee **was** denied leave of absence, the Company will **notify in writing, the** employee and the **Union**, of the reason for denial. **During** such leave, the employee will accumulate **seniority**. Employees should notify the Company **as soon as** possible of an intended application.
- 13.02** If an employee **uses** his/her leave of **absence** for any other purpose **than** for which it was granted, he/she shall be deemed to have resigned. Leaves of absence will not be granted for the **purpose** of allowing an employee to take another position temporarily, to **try** out new work, or to enter into business for **himself/herself**.
- 13.03** **An** employee who may be elected or appointed to a full time position with the Union upon proper notice, to be agreed upon by Management, shall be granted leave of absence without pay. While on such leave, he/she shall accumulate **seniority**. Upon one (1) month's notice **of a** desire to return to work for the Company, he/she shall be placed on his/her job previously held, or one of equal pay, providing he/she **is** physically **fit** and capable of performing the **work**.
- 13.04** **An** employee who finds it necessary to apply for a leave of absence **as** a result of her pregnancy will, upon presentation of a medical certificate denoting her fitness for **work and** within **three (3)** months following delivery of such child or children, be reinstated and given credit for **service** accumulated. Such reinstatement shall take place within one (1) month following notice of **her desire** to return to **work**, subject to seniority and ability to perform the required work satisfactorily.

ARTICLE 14 - GENERAL

- 14.01** A separate enclosed bulletin board **will** be made available and marked "Union" for the purpose of posting notices which have been approved by the Company. The Company **shall** provide an additional bulletin board for the Traffic Department.
- 14.02** It is agreed that neither party to **this** Agreement shall enter into any agreement **or** contract with the employees which conflicts with the terms and provisions of this Agreement.
- 14.03** **An** employee who is required to **work** more than one and one-half (1 ½) hours overtime in any day, **shall** receive a meal allowance of \$5.00.
- 14.04** The Company **agrees** to give to all employees covered by **this** agreement **two (2) coffee** breaks in **each** shift, **one** in the **first** half **and** one in the second half of the **shift, of fifteen (15) minutes** during **each**, and **every** two **(2)** hours thereafter **when** working, except where the employee is provided with a hot meal. These **coffee** breaks shall be **as close as** possible to the middle of the shift, and will be staggered where practical.
- 14.05** Safety equipment and devices required by Law, or recommended by the Safety Committee, **will** be provided by the Company at no expense to the employee, subject to the provisions of **the** Collective Agreement in force.
- 14.06** **An** employee, upon **request**, will be supplied with a smock or coveralls (except maintenance). Maintenance employees will be supplied with coveralls and cotton gloves. **Sizes shall** be on **the** basis of small, **medium** or large. The Company will endeavour to **keep** a sufficient supply in **stock**
- 14.07** Employees regularly working in the freezer, with more than 3 **months** seniority will be supplied with a freezer suit. A clean freezer coat will be provided to an employee required to temporarily work in the freezer.
- 14.08** The Company will **allow** employees a reasonable time for **changing** clothing and equipment necessitated by changing working conditions.
- 14.09** Employees injured on the job will be supplied transportation to the Company Doctor, or to their own Doctor if they **so** desire, and will be driven home if unable to continue work.
- 14.10** When an employee attends the funeral of **an** immediate relative, he/she **shall** receive eight **(8)** hours pay at his/her regular rate for the day of the funeral **and** for two **(2)** other days to be taken not later than **two (2)** days following the day of the funeral, provided that such payments are made only in respect of absence from work on his/her regular work days. For the purpose of **this** clause, **an** immediate relative shall be one of the following: Mother, Father, Wife, Husband, Daughter, **Son**, Father-in-Law, Mother-in-Law, Sister, Brother, Grandparents (both sides of the family), Grandchildren, and Step-parents.
- 14.11** When an employee is notified of a death of an immediate relative **and** is unable to attend a

funeral, he/she shall receive sixteen (16) hours pay (**two days**) at his/her regular rate provided that such payments are made only in respect of absence from work on his/her regular work days. For the purpose of this clause, **an** immediate relative **shall** be one of the following: Mother, Father, Wife, Husband, Daughter, **Son**, Father-in-Law, Mother-in-Law, Sister, Brother, Grandparents (both sides of the family), Grandchildren, and Step-parents.

- 14.12** All conditions contained herein **shall** apply to the truck driver where applicable. **Attached** hereto in Appendix "A" are conditions for truck drivers only.
- 14.13** Lead hands shall be defined **as** a person who performs work **and directs** work of others, and **shall** not have authority to hire, fire, suspend, or otherwise penalize other employees, and he/she **shall** be a Union member. Lead hands will not receive preferential treatment where **daily** overtime **is** concerned, or **daily** hours worked when a **Supervisor** is present in the department. Lead **hand** jobs will be **posted**, but seniority, **skill**, competence, and attitude will be **equal** criterion for **selection**.
- 14.14** If **an** employee is **called** for Jury **Duty** or required under a subpoena **as** a crown witness while on the active payroll on his/her normal working day, the Company **agrees** to pay the equivalent of an eight (8) hour day at straight time less the amount received for Jury **Duty** pay or **crown** witness fees.
- 14.15** (a) **Warnings** on **an** employee record are to be withdrawn after one (1) **year**, provided there is no other **warning** or has not been any other warning in the employee's file.
- (b) No disciplinary action **shall** be considered when the **circumstances giving** rise to it **were** more than three (3) **full** working days **after** the facts occurred, or were known.
- 14.16** The **Union**, the Chief Steward, and the Department Steward, **will** be notified in writing of **all** written reprimands, **dismissals**, and **quitting**, of Union employees not later than 24 hours from the time of occurrence.
- 14.17** Employees with more than six (6) months seniority **shall** be eligible to receive a quilted vest or liner for **use** on the job. Employees with less than **six** (6) months seniority who require a vest or liner **shall** purchase such clothing through the Company and **shall** be reimbursed the **full cost** of such purchase on attainment of **six** (6) months seniority. Employees **will again** become eligible for replacement vests or liner 18 months from the date they last received a vest or liner, providing they present the **worn** out vest or liner to the Company. Laundering of such clothing **shall** be the responsibility of the employee. Freezer employees **will** be provided with freezer boots upon request at no cost but, such employees shall not be eligible for the boot allowance for a period of twelve (**12**) months from the date of issue. Employees who work the majority of their time in a dry **area** and have more than **six** (6) months seniority, who purchase approved safety shoes for use on the job, **shall** receive **an** allowance of up to sixty-five dollars (\$65.00) toward such purchase. Employees with less than **six** (6) months seniority who **so** purchase such shoes shall **be** reimbursed up to sixty-five dollars (\$65.00) toward such purchase on attainment of six (6) months seniority. For a subsequent purchase, the employees will **again** become eligible for **this** allowance one (1) year from the date of their previous purchase under this provision,

ARTICLE 15 - STATUTORY HOLIDAYS

15.01 The Company agrees to abide by the statutory holiday provisions which are ~~set~~ out in Schedule "A" and form part of this Agreement.

ARTICLE 16 - VACATIONS WITH PAY

16.01 The Company agrees to abide by the Vacations with Pay provisions which are ~~set~~ out in Schedule "B" and form part of this Agreement.

**ARTICLE 17 - RATES OF PAY, HOURS OF WORK, OVERTIME RATES AND
CONDITIONS**

17.01 The Company agrees to abide by the provisions as ~~set~~ out in Schedule "C" which forms part of this Agreement.

ARTICLE 18 - WELFARE PROGRAMME

18.01 The Company agrees to abide by the provisions as ~~set~~ out in Schedule "D" which forms part of this Agreement.

ARTICLE 19 - TOOL ALLOWANCE - MAINTENANCE DEPT.

19.01 Employees of the Maintenance Department shall, upon presentation of required tools broken on the job, or worn out required tools, receive replacement tools. Such replacement shall be limited to those tools *specified* by the Company as being required and shall, in addition, be limited to a maximum replacement *cost* of seventy five dollars (\$75.00) per Contract year. A new employee in the Maintenance Department shall be eligible for the full tool allowance as of each January 1st.

ARTICLE 20 - CREDITED SERVICE

20.01 Subject to the provisions of this Agreement, credited service will ~~mean~~ accumulated service after February 1, 1997, with Maple Leaf Meats Inc., Ontario Distribution Centre, 5100 Harvester Road, Burlington, Ontario.

20.02 (a) Employees will be credited with credited service during the following absences but only after the employee has returned to work from such period of absence, promptly upon being able to do so:

1. Absences due to sickness or accident, where such absence is supported by medical



evidence, acceptable to the Company, but not including periods of time for which the employee is not in receipt of Sick pay or total temporary WCB benefits.

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

3. **Authorized** leaves of absence up to a maximum of two **(2)** months for each leave of absence, except as ~~set~~ out in Article 13.04.

(b) Credited service will not accumulate during periods of ~~lay-off~~, during a strike or lockout, ~~or~~ during periods of time for which ~~an~~ employee **is off work** due to **illness** or accident and he/she is not in receipt of sick pay or total temporary WCB benefits.

20.03 The credited service of ~~an~~ employee with seniority and ~~the~~ employment **relationship** will ~~cease~~ for any of the following reasons:

(a) If an employee voluntarily **quits**.

(b) If the employee is discharged and the decision is not reversed through the Grievance Procedure.

(c) If the employee is absent from work for three **(3)** ~~working~~ days without securing leave of absence from his/her Supervisor, unless reasons satisfactory to the Company for such absence are supplied.

(d) If an employee has been laid off and fails to return within five **(5)** ~~working~~ days ~~after~~ he/she has been notified to do so by registered mail to his/her last known address with the Company, unless reasons satisfactory to the Company are supplied. (It ~~shall~~ be the employee's responsibility at all times to keep the Company informed as to his/her current home address,) The Company shall then **inform** the Union Office of the change.

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

(f) Employees off on compensation shall continue to retain their credited service during their absence provided they are in receipt of total temporary WCB benefits.

ARTICLE 21 - DURATION OF AGREEMENT



21.01 This Agreement shall be in full force and effect from the date of signing until the thirtieth (30th) day of June, 2000, and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other, in writing, within the period of **sixty** (60) days **prior** to the annual expiration date, that it desires to amend the Agreement.



21.02 Negotiations shall begin within fifteen (15) days following notification of amendment, as provided in the preceding paragraph.

21.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties, or until Conciliation proceedings prescribed under the Labour Relations Act have been completed, whichever date should first occur.

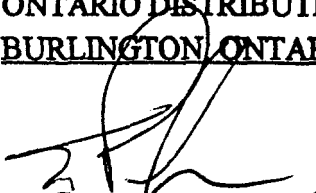
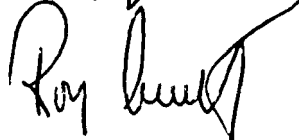
Signed this 11th day of ~~December, 1997~~ ^{JUNE 1998} 

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 707**

**FOR MAPLE LEAF MEATS INC.
ONTARIO DISTRIBUTION CENTRE
BURLINGTON, ONTARIO**

SCHEDULE "A"

is is Schedule "A" referred to in Article 15 of the Collective Agreement.

The Company will pay to all employees eight (8) hours or ten (10) hours pay ~~at~~ the employee's classification rate (not including any premium rates), depending on their scheduled 8 or 10 hour shift, except:

- (a) Probationary Employees
- (b) Those on leave of absence
- (c) Those on layoff
- (d) Absences due to illnesses for a period in excess of four (4) days prior to or after the date of such holiday.

For statutory holidays as designated below:

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

In addition to the Public Holidays set forth above in Schedule "A", employees on the payroll as of February 1st each year shall be granted two Individual Holidays, to be taken at a time to be agreed upon between the Company and the employee. The Individual Holidays shall not be granted during the period of June 15th to September 15th. Should the Company be required by law to observe any holiday other than those listed in Schedule "A", such holiday shall replace one of these Individual Holidays. Where, in the absence of such legal requirement, Heritage Day is commonly observed as a holiday by a major customer, then the Company may decide to observe Heritage Day as a holiday in place of one of these Individual Holidays.

To qualify for plant holiday pay, an employee must have worked a scheduled shift in the twenty-four (24) hours immediately before the holiday and a scheduled shift in the twenty-four (24) hours immediately following the holiday, unless reasons for absence satisfactory to the Company have been established. A scheduled shift is a shift the employee normally works or a shift the employee has agreed to work on or during the holiday period.

In addition to the holiday pay in section 1 above, any employee whose shift begins before 8:00 p.m. and is required to work on any of these holidays, shall receive time and one half the normal rate for all hours worked on that shift. Any employee who begins work at 8:00 p.m. or after and is required to work on any of these holidays shall receive time and one half the normal rate for his/her actual time worked on the holiday in addition to the holiday pay.

4. 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 the Monday. If any of these holidays ~~fall~~ on a Saturday, the Friday preceding ~~shall~~ be ~~observed~~, and ~~where~~ Friday is also a holiday, the Thursday will be observed in ~~lieu~~ of Friday.
5. When a **Statutory** Holiday falls within an employee's vacation period, the ~~employee~~ may, ~~at~~ the reasonable convenience of management, elect to take one (1) additional day off with pay in lieu of the holiday. Arrangements for the extra day off ~~must~~ be made with the supervisor prior to commencement of holidays. The ~~additional~~ day ~~off must~~ be taken not later than 30 days.
6. ~~When a~~ **Statutory** Holiday falls on the employees regular day off (~~excluding~~ Saturday or Sunday), he/she will observe the next day ~~as a~~ **Statutory** Holiday.

will ~~advise the~~ employees at least ~~three~~ (3) working days in advance.

SCHEDULE "B"

is Schedule "B" referred to in Article 16 of the Collective Agreement.

The Company agrees to grant to **all** employees in the employ of the Company more than **six** (6) months, but less than one (1) year, **as** of July 1st, one (1) weeks vacation, and to pay the employee four percent (**4%**) of the pay received by the employee for all work done by him/her in the working year.

The Company agrees to grant to all employees in the employ of the Company one (1) year **as** of July 1st, in any one (1) year, two (**2**) weeks vacation and to pay the employees four percent (**4%**) of the pay received by the employee for all work done by M e r in the working year.

The Company **agrees** to grant to **all** employees in the employ of the Company five (**5**) years **as** of July 1st, in any one (1) year, three (3) weeks **vacation**, and to pay the **employee six** percent (6%) of the pay **received** by the employee for all work done by M e r in the working year.

The Company agrees to grant to all employees in the employ of the Company ten (10) years **as** of July 1st, in any one (1) year, four (**4**) weeks vacation, and to pay the employee **eight** percent (8%) of the pay received by the employee for all work done by him/her in the working year.

Effective July 1, 1995 the Company agrees to grant to **all** employees in the employ of the Company nineteen (**19**) years **as** of July 1st, in any one (1) year, five (**5**) weeks vacation, and to pay the employee ten percent (**10%**) of the pay received by the employee for **all** work done by him/her in the working year. Effective July 1, 1996, the Company agrees to **grant** to **all** employees in the employ of the Company eighteen (18) years **as** of July 1st, in any one (1) year, five (**5**) **weeks** vacation, and to pay the employee ten percent (**10%**) of the pay **received** by the employee for **all** work done by **him/her** in the working year.

The vacations must be taken at a time mutually agreed upon by the Company and the employee, and **shall** be non-cumulative. All vacations booked must be taken. All other vacations will be on a first-come, first-served basis.

An employee who quits or is discharged, **shall** receive the vacation pay in accordance with his/her length of **service as** stated above. He/she shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), respectively, of his/her earnings **since** the termination of his/her last previous vacation.

The employees' Vacation Schedule will be posted each year **from** March 1st to April 1st in each department, during which time employees shall indicate the period desired. The Company will approve and post in each department, the vacation schedule by the 15th of April, which **will** be by plant **seniority** in the Department.

Pay received for Public Holidays' shall be considered as hours worked.

The Company will attempt to grant all employees vacation during prime time. **A minimum** of 5% will be allowed vacations in any department at the same time.

SCHEDULE "C"

This is Schedule "C" referred to in Article 17 of the Collective Agreement.

1. RATES OF PAY

The following job classifications and rates apply:

Job	Effective Nov. 8/97	Effective July 5/98	Effective July 4/99
Building Maintenance	\$14.45	\$14.70	\$14.95
Drivers - Tractor Trailer	\$14.45	\$14.70	\$14.95
Drivers - Straight Frame	\$14.35	\$14.60	\$14.85
Drivers - Shunt	\$14.15	\$14.40	\$14.65
Stock Person (freezer)	\$14.35	\$14.60	\$14.85
Order Picker (freezer), Receiver, Stock Person	\$14.15	\$14.40	\$14.65
Order Picker, Checker, Return Room	\$13.95	\$14.20	\$14.45
Loaders, Clean-up, Labourer	\$13.75	\$14.00	\$14.25

2. STARTRATES

The starting rate for new employees (except Drivers), will be as follows: |

- \$10.00 per hour for the first **six** (6) months employment or 1040 hours worked, whichever is greater.
- Upon the completion of the greater of **six** (6) months employment or 1040 **hours** worked **the** rate will be increased to 85% of the rate of the job that the employee is performing.
- Upon the completion of the greater of twelve (12) months employment or 2080 hours worked the rate will be increased to 90% of the rate of the job that the employee **is** performing.
- Upon the completion of the greater of eighteen (18) months employment or 3120 **hours** worked the rate will be increased to 95% of the rate of the job that the employee is performing.
- Upon the completion of the greater of twenty-four (**24**) months employment or 4160 hours worked the rate will be increased to 100% of the rate of the job that the employee is performing.

The starting rate for new employees hired **as** Drivers will be 80% of the rate of the job that the employee **is** performing for the first 6 months of employment or 1040 **hours** worked, whichever is greater. The starting rate progression listed above for new employees (except Drivers) will apply to new hire Drivers.

3. The Company agrees to contribute one (1) cent per hour to a Union training trust fund for all hours worked by the employees.
4. Lead Hands shall receive twenty-five cents (\$.25).
5. Employees, when called for work, shall be guaranteed four (4) hours pay for that day ~~at~~ the regular hourly rate. Employees who leave of their **own accord** when **work is** available ~~will~~ not receive ~~this~~ guaranteed minimum four (4) hours pay.
6. 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 twelve (12) months, followed by a reduction of two (2) job classes for the next twelve (12) months, including ~~layoff~~, provided ~~that~~ the employee **does** not decline ~~an~~ opportunity to subsequently transfer to a job rated higher than the job or ~~jobs~~ he/she **is** performing.
7. When a job changes and its group level is reduced, and the incumbent on the **original** job remains on the changed job, his/her rate ~~shall~~ not be reduced for a period of twelve (12) months, followed by a reduction of two (2) job classes for the next twelve (12) months, including ~~layoff~~, provided that the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job or jobs he/she **is** performing.

HOURS OF WORK

1. All hours worked over eight (8) hours per day shall be overtime and be paid ~~at~~ the rate of time and one half (1-1/2), except for those employees who are regularly scheduled for ten (10) hour **shifts** where ~~as~~ overtime would be paid at the rate of time and one half (1-1/2) for all hours worked over ten (10) hours per day.
2. Employees will receive a weekend shift premium of \$5.50 per hour for all hours worked **on** a scheduled **shift** commencing on Saturday or Sunday provided a minimum of the first 4 hours of the scheduled hours fall on either the calendar Saturday or Sunday. The employee will receive the weekend **shift** premium of \$5.50 per hour for **all** hours worked on the calendar Saturday or Sunday, where ~~less~~ than the first 4 hours ~~of~~ the scheduled hours fall on either the calendar Saturday or Sunday. ~~This~~ premium will not apply to non-scheduled **shifts** or those scheduled **shifts** which do not commence on a calendar Saturday or Sunday.
3. Employees will receive a payment of time and one half their **regular** hourly rate for all hours worked on their scheduled days ~~off~~ for the week regardless of the hours worked on that day or during that week. **An** employee who works a non-scheduled Sunday shall receive double their regular hourly rate of pay for those hours worked on the Sunday, provided the employee works his/her scheduled hours made available to h i d e r by the Company for the week in which the non-scheduled Sunday was worked, otherwise the time and one half (1-1/2) payment will apply,
4. The Company will schedule **eight (8)** hour shifts *on* the basis of 5 consecutive **days**. Ten hour shifts will be scheduled such that an individual will have a minimum of 2 consecutive days ~~off~~ in a week, one of which will be a calendar Saturday and/or Sunday.

5. The Company will pay double time for the first Sunday worked resulting from a shift change, providing the change has occurred more than once in a twelve (12) month period.
6. Employees will be entitled to forty-eight (48) hours notice of a change of schedule.

SHIFT PREMIUM

All hours worked on the second and third shifts shall receive a shift premium of thirty-five cents (\$0.35) per hour.

OVERTIME

Overtime shall be distributed equally where possible among all employees performing such work on the job where overtime is necessary. Overtime will be voluntary on scheduled days off.

The Supervisor will not be obligated to offer overtime to an employee who has turned down 5 consecutive overtime opportunities. The Union will be advised of those employees removed from the overtime rotation list. An employee will be added back on to the overtime rotation list upon advising the Warehouse Manager that he/she is available for overtime.

EMERGENCY CALL IN

An hourly rated employee who, after leaving the Company 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 five (5) hours at time and one-half (1-1/2) for the time spent on the emergency work outside his/her scheduled hours.

JOB CLASSIFICATION

The Company agrees that there will be no alterations or changes in the job classifications and bracket rates of any persons currently employed by the Company and that their rate of pay shall be maintained, except as hereinafter provided. In the event that the Company believes that a classification and/or bracket rate is inappropriate, the Company shall proceed as follows:

- (a) When there is a vacancy in a classification and/or bracket rate that the Company considers inappropriate or a substantial change in job content, the Company shall notify the Union of its desire to change the classification and/or bracket rate prior to filling the vacancy. The Company shall advise the Union of both the reason for the proposed change and the proposed bracket rate and/or classification.
- (b) If the Union does not accept the Company's position, the parties shall meet and negotiate the classification and/or bracket rate. The parties agree to waive any job posting procedures pending the completion of negotiations. The Union shall be permitted reasonable access to all areas of the plant in order to prepare for such negotiations, upon prior approval of the Company.
- (c) If the parties cannot agree on the classification and/or rate within fifteen (15) working days of the notification referred to in (a) above, or such longer period as mutually agreed to, either party may refer the matter to arbitration pursuant to Article 8 of the Collective Agreement.

- (d) **Each** party shall advise the other, in writing, of the position **as** to whether there should be a change and if **so**, the amount of the change, together with the reason therefore **within ten (10) working days** of the naming of its nominee, or such longer period **as** mutually agreed to. Either party **may** alter, amend, or expand its position by **providing** notice, in writing, to the other at any time up to seven (7) days prior to any arbitration hearing.
- (e) Pending the completion of the arbitration proceedings, the **vacancy** may be filled in accordance with the provisions of the Collective Agreement. Applicants shall be advised **that** the **vacancy** is being filled at the rate proposed by the Company but that such rate is subject to negotiation/arbitration. **Any** increase above the rate implemented by the Company **shall** be retroactive **to** the date of the filling of the vacancy.
- (f) In **establishing** the rate of pay for a classification and/or bracket rate, the Board shall do **so only** by **comparing** such classification and/or bracket rate with other such classifications and/or bracket rates **within** the plant. The Board's decision **shall** be **limited** to the **area** of **dispute** and the wage rate it establishes for the job classification and/or bracket rate **shall** be **so as to maintain** the wage rate relationship **and** internal balance which the parties have established **through** their negotiations.
- (g) The decision of the **Board** of Arbitration shall apply only to the person filling the **vacancy** but **shall** not apply to any other employee in the classification and/or bracket.
- (h) The Company will supply the Union with **an** up-to-date classification list. **This** list **will** include the employee's name, job description, rate, department, **and** seniority, up to the level of General Labourer.

SCHEDULE "D"

This is Schedule "D" referred to in Article 18 of the Collective Agreement:

1. Any regular full time employee is initially eligible for coverage when his/her records with the Company on the first (1st) day of any such month show that he/she has had not less than six (6) months of credited service and is working, except for 4(f).
2. Employees lose their eligibility for all coverage's when their records with the Company show:
 - (a) They have quit.

(e) The employee is on pregnancy leave and has not returned four (4) months from the first (1st)

(f) Employment with the Company has been terminated.

3. There is an obligation upon the employee to complete all initial eligibility requirements of the insurer. Any cost to the employee for subsequent forms requirements that are required to maintain the same with the insurer in order to be eligible for, and maintenance of, the benefits available under the provisions of the Collective Agreement will be reimbursed 100% by the Company upon presentation of receipts.

4. COVERAGE

- (a) Life Insurance: \$15,000.00 for all employees.
- (b) Accidental Death and Dismemberment: \$15,000.00 for all employees.
- (c) Dental Benefit

The Company will provide a "basic" coverage dental plan which will reimburse 80% of allowable expenses. The plan will reimburse 50% of allowable expenses with respect to dentures. The plan will have an annual maximum of \$1,000.00 per dependant. Allowable expenses will be based on the 1996 Dental Association fee schedule of Ontario.

(d) Major Medical Benefit

- (i)** The Company will provide an extended Health Care Plan based on Blue Cross Plan "C". Prescription **drugs and** other allowable medical expenses will be reimbursed at 80% of cost to the employee.
- (ii)** A vision care plan will be in effect providing a benefit of one hundred **and** twenty five dollars every two years **from** the date of last purchase.

(iii) Company service Scale for duration of payment (as of every September 1st)

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

- (iv)** The benefit level payable is \$300.00 per week.

6. Coverage in section 4 (a), (b), (c) and (d) will be paid 100% by the Company, subject to Clauses 1, 2, and 3.

APPENDIX A

CONDITIONS FOR REFRIGERATED TRUCK DRIVERS

1. EQUIPMENT

- 1.01** It is to the mutual benefit of the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition and not equipped with heavy appliances required by Law, It shall be the duty of the employees to report promptly, in writing, to the Company all defects in equipment. It shall be the duty of the Company to **maintain** all vehicles in a safe operating condition. in accordance with the Department of **Transport** regulations. The maintenance of equipment in sound operating condition is not only a function, but **a** responsibility of management. The Company shall not **require** employees to take out on the streets or **highways any** vehicle that is not in safe operating condition.
- 1.02** The Company shall not compel any driver to operate a vehicle in **excess** of the legal **load limits**.
- 1.03** It is agreed that a form shall be supplied to the driver on which to report **defects** in equipment, with sufficient copies so that one (1) can be held available for the driver **and** so that the **office of** the Company will have a copy of **this** report on file. **A** bad order form, when made out by the driver, **will** be signed by **a** representative of the Company. When **a** unit **is** bad ordered for legitimate **reasons** that make the vehicle unsafe for use, it **shall** be **tagged and** the **keys** removed and given **to** the Dispatcher or **Traffic** Manager, along with the **bad** order report. No driver or Company representative will remove the tag **until** the repair work **is** completed.
- 1.04** It is agreed that the Company will endeavour at all times to keep speedometers in proper working order.
- 1.05** For the purpose of processing specific grievances or disputes, the Union may have access to trip sheets, tach cards, relating to the specific grievance only.
- 1.06** The Company will provide in writing to the department Steward and safety representatives, all information concerning accidents that could lead to discipline not later **than** four **(4)** working days from the time the accident occurred.

2. UNIFORMS

- 2.01** Drivers will be eligible for a uniform following their probationary **period**. The uniform will be supplied by the Company and the cost **sharing** will be eighty-five percent **(85%)** by the Company and fifteen percent **(15%)** by the Driver. Replacement uniforms will be supplied by the Company on the same **cost sharing** basis **as** above, provided the Driver **turns** in the **worn** out uniform. The Company will pay the Driver **a** Seven Dollar **(\$7.00)** weekly cleaning allowance.
- 2.02** **A** uniform consists of:- 5 **short** sleeved shirts, 2 Pair pants regular weight, 2 Unlined jackets, 5 **long** sleeved **shirts**, 2 Ties - clip on back Ties to be **worn as** posted, 2 Pair summer weight pants and 1 parka coat. **A** jacket liner will also be supplied at the request of the driver.
- 2.03** White cotton gloves will be supplied by the Company **as** required.

3. GENERAL

- 3.01** The Company shall endeavour at all times to arrange runs in a manner that will give preference to senior drivers. In order to qualify for a long-haul trip, a driver must be off duty at least eight (8) hours prior to dispatch time.
- 3.02** Drivers dispatched on long haul regular delivery trips of 200 miles or more one (1) way, may be required to take eight (8) consecutive hours off for layover. The purpose of the layover is to enable the driver to engage lodging for the night and to ensure the driver returns to the plant rested and properly dressed.
- 3.03** The Company agrees to make arrangements for layover drivers at specific motels, where the driver is to stay. The driver will be informed as to what motel he/she is to stay at prior to dispatch time, whenever possible. Drivers shall receive Six Dollars and Fifty Cents (\$6.50) for breakfast expenses incurred on a layover. For meals eaten while away from the plant on a layover, a driver shall receive Six Dollars and Fifty Cents (\$6.50) allowance for every five (5) hours while booked on. All layover drivers must take at least half an hour (1/2) for meals, and at no time will the meal time exceed one (1) hour. On layovers only, the evening meal allowance will be Ten Dollars (\$10.00). As of July 1, 1996 the breakfast and layover meal allowance will be increased by fifty cents (\$.50) to seven dollars (\$7.00) and the evening meal allowance will be increased by fifty cents (\$.50) to Ten Dollars and Fifty Cents (\$10.50). Meal Allowance for long haul to be paid prior to dispatch time.
- 3.04** All drivers must be given dated receipts for all monies leaving the plant. Drivers must unload their returns off trucks on returning to the plant at night. In case of product coming in from freezer storage at the end of a scheduled day, the Company will provide assistance for the driver to unload.
- 3.05** Drivers must be given dated receipts for all monies turned in to the Company.
- 3.06** Drivers will not be required to tow or push vehicles.
- 3.07** Drivers will be notified of their dispatch eight (8) hours prior to dispatch time, except in cases where it is not possible. In such cases, runs will be allocated according to seniority where the employees concerned can perform the work. The most junior man must take the run.
- 3.08** All drivers must take at least one half hour (1/2) for lunch-time and at no time will the lunch exceed one (1) hour.
- 3.09** Drivers shall not be charged for loss or damage to equipment unless clear proof of negligence is shown. In the event of such loss or damage, the Company shall have up to fifteen (15) days from the date of loss or damage to register a claim with the employee. Before the employee signs a damage authorization to deduct a claim, he/she shall have seven (7) days to register a grievance should he/she fail to agree with the Company's claim. In the event the grievance is not filed within seven (7) days, the Company may deduct the amount of the claim. The Company may lodge a claim for loss or damage up to and including twenty dollars (\$20.00).
- 3.10** Trucks will be assigned to drivers when practical. In the case of a breakdown, and the truck is tied up at the home terminal, drivers will use spare or rental trucks until such time as the

regular vehicle is roadworthy.

- 3.11** It will be the responsibility of each driver to ensure that the tachograph ~~is~~ inserted daily ~~and~~ the clocks be set at the proper time.
- 3.12** On a layover run where the driver ~~will~~ be back to the plant within the ~~twenty-four (24) hour~~ period ~~allotted~~ on the tach, a driver does not have to change the tach ~~card~~. The tachograph should show ~~no~~ movement while the driver is ~~off~~ duty. Drivers will ~~ensure that~~ charts are replaced ~~so that they~~ do not overrun.
- 3.13** The tachograph will not be opened between ~~book-on and book-off periods~~
- 3.14** The route reports must be properly ~~completed~~ daily.
- 3.15** No driver shall be permitted ~~to~~ allow anyone except employees of the ~~Company~~, who are ~~on~~ duty, to ride in his/her truck, except by written authority of the ~~Company~~.
- 3.16** In the event of a serious accident involving a driver while on duty, the ~~Company shall~~ do the following:
- (a) Traffic Manager ~~advises~~ spouse of the driver.
 - (b) ~~Arrange transportation~~ of spouse to the ~~City~~ where the driver ~~is~~ if he/sh ~~is~~ admitted to the hospital, and pay for one (1) round trip fare.
 - (c) Arrange accommodation and pay for up to three (3) days.
 - (d) ~~Company to~~ arrange and pay for expenses incurred in returning the driver ~~to~~ home base.
- 3.17** No driver will be asked to cross a legal picket line where he/she ~~feels~~ it is ~~unsafe~~.
- 3.18** No ~~staff~~ or salaried personnel to drive a truck for the purpose of ~~normal~~ delivery and pick-up of Company product.

Appendix "B"
Part-time Employees

The terms and conditions covering the use of part-time employees and their employment are as set out below:

- 1) Part-time employees will be used to supplement shipping or receiving crews. In weeks in which a part-time employee commences **work** on a second **shift**, the Company agrees that it will ensure that 40 hours of work is available and offered to full-time employees.
- 2) Part-time employees may be scheduled up to 8 hours a day, 3 **shifts** a week. Part-time employees may work only 3 of the 6 shipping days of the week. Shipping days are Sunday **afternoon shift** to the Friday night **shift**. Part-time employees will not be scheduled to **work on** Saturday or Sunday overtime hours unless all **qualified** full-time employees have **declined the** available work.
- 3) A full-time employee who declines part-time work at the commencement of his/her **lay-off** will be allowed to request the part-time work if his/her seniority allows and **return** to work prior to his/her allowable break expiring under article 10.04(e). A full-time employee may exercise **this** right only once per lay-off from full-time employment.
- 4) Subject to the needs of the **business**, a full-time employee may request the opportunity to perform a higher paying job provided he/she is qualified, prior to the **part-time** employee doing the work.
- 5) **The** number of part-time employees working in the plant will be limited to **8**, **unless** otherwise agreed to by the Union President.
- 6) Part-time employees will not be offered overtime until all qualified full-time employees on **shift** or coming on **shift**, have declined the opportunity.
- 7) For those full-time employees on the payroll as of the date of ratification, the Company agrees that should they be **laid-off**, part-time employees will not be worked. **This** will not apply to those full-time employees hired after the date of ratification.

Articles 10 through 19 and Appendix 'A' will not apply to part-time employees except those provisions listed below:

Article 10 - Seniority

- 10.01 - Applies
- 10.02 - Applies
- 10.03 - Probationary period 90 working shifts
- 10.04 - Applies except (g)
- 10.05 - Applies
- 10.06 - Lay-offs by seniority provided ability to perform the work, notice does not apply.

Article 11 - Vacancies

A part-time employee will be allowed to bid on a vacancy in the plant after the full-time employees have received consideration. A part-time employee's who bid on a vacancy will receive consideration by seniority, before the Company hires ~~from~~ outside to **fill the position**.

A part-time employee who is moved to a full-time vacancy will receive seniority credit of () of his/her part-time service.

Article 12 - Temporary Transfers

Does not apply.

Article 13 - Leave of Absence

Applies subject to the needs of the business.

be supplied with a Freezer coat.

Article 15 - Statutory Holidays

Applies on a limited basis as per Schedule "A" below.

Article 16 - Vacations

Schedule "B" does not apply to part-time employees. Part-time vacations will be as per the Employment Standards Act.

Article 17 - Rates of Pay, Hours of Work, Overtime Rates and Conditions

Applies on a limited basis as per Schedule "C" below

Article 18 - Welfare Programme

Schedule "D" does not apply to part-time employees.

Schedule "A"

Section 1. (a), (b), (c) and (d) will apply, Part-time employees will be eligible for the 9 Public Holidays listed but not the 2 Individual Holidays.

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 scheduled shift before and their scheduled shift after the holiday

If the part-time employee was not scheduled to work on the day that the public holiday is observed, but is scheduled for 24 hours work in the week in which the holiday falls, he/she will be eligible for 4 hours public holiday pay.

Public Holiday pay for those part-time employees not covered in paragraph 2 or 3 above will be entitled to the eligibility provisions set out in the Employment Standards Act.

Schedule "C"

Section 1 and 2 do not apply. Part-time rate of pay will be \$10.00 per hour.

Section 1 will apply. Sections 2, 3, 4, 5 and 6 are not applicable.

Shift Premium

Part-time employees entitled to 20 cents per hour worked for 2nd and 3rd shifts.

Emergency Call In

Not applicable.

Memorandum of Agreement - Re: Pension

Not applicable.

Section 5 - Replace 4 hours with 2 hours.

Hours of Work

Section 1 will apply. Sections 2, 3, 4, 5 and 6 are not applicable.

~~Shift~~ Premium

Part-time employees entitled to 20 cents per hour worked for 2nd and 3rd shifts.

Emergency Call In

Not applicable.

Memorandum of Agreement - Re: Pension

Not applicable.

MEMORANDUM OF AGREEMENT

Re: Pension Benefits

The pension arrangements for bargaining unit employees at Maple Leaf Meats Inc., Ontario Distribution Centre, located at 5100 Harvester Road, Burlington, Ontario (the "Employees") shall be as follows:

Effective from ~~December 1, 1997~~, and during the term of the collective bargaining agreement, full-time employees shall commence participation under a Schedule of the Maple Leaf Foods Inc. Employees' Retirement Plan 100 (the "Retirement Plan") to be added in accordance with the general terms and conditions summarized ^{below}.

1. Eligibility

Full-time employees shall become members of the Retirement Plan on the January 1st, April 1st, July 1st, or October 1st, coincident with or next following the completion of 24 months of Service as defined in the Retirement Plan.

Less than full-time employees shall become members of the Retirement Plan in accordance with the terms of the Retirement Plan.

2. Retirement Date

A member's Normal Retirement Date is the 1st of January, April, July or ~~October~~ coincident with or immediately following his/her 65th birthday. Early retirement is permitted in accordance with the terms of the Retirement Plan's provisions, but shall not be prior to the attainment of age 55.

3. Contributions

Member contributions shall not be required or permitted.

4. Retirement Benefits

The normal retirement benefit is a non-contributory benefit of \$14.00 per month per year of credited service with Maple Leaf Meats Inc., Ontario Distribution Centre. No other benefit is payable at Normal Retirement Date.

Credited service, for purposes of this section, will be as defined in the Collective Agreement, calculated to the last completed quarter year.

5. Form of Payment

The normal form of payment of the pension as calculated above is payable as a life annuity with payments guaranteed to be made for a **minimum** of 5 years (**G5**). **Other** forms of pension **may** be selected by the member on retirement. However, a member with a **spouse** at the time of retirement may be required to receive an actuarially equivalent pension **that** provides **continuing pension** payments to his/her spouse after the member's death.

With approved **early** retirement status, after attainment of age 60:

With approved **early** retirement status, prior to age 60:

The pension benefit payable in the normal **G5** form at age **65** will be reduced by a **special** enhanced early retirement rate based on the **period** that the **early** retirement date commencement date precedes the **first** day of the calendar quarter coincident with or immediately following the member's attainment of age **60**.

Non-approved **early** retirement status, after attainment of age **55**:

The pension benefit payable in the **normal G5** form at age **65** will be actuarially reduced based on the period that the pension payment commencement date precedes the member's **Normal** Retirement Date.

7. Death in Employment

The benefit payable on death prior to retirement will be based on the retirement benefits calculated in paragraph 4 above and otherwise as per the terms of the Retirement **Plan's** legal text.

The Retirement Plan contains a spousal pension feature, which may be applicable.

8. Termination of Service

Settlement options will be given to a member in accordance with the terms of the Retirement Plan and applicable legislation. Depending on a member's age, **service**, and length of Retirement Plan membership, options may include a deferred pension payable at normal retirement date or a transfer of the value of the pension earned to another registered retirement arrangement as permitted by applicable legislation.

9. Subject to this Agreement, the pension and other benefits referred to in this Agreement shall be governed by and interpreted in accordance with the terms of the Retirement Plan and applicable legislation

Signed this ¹¹ ~~8~~ ^{June} ~~November~~, 1997.

FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 707

B Ross

C. Johnson

M. Sheremet

[Signature]

FOR MAPLE LEAF MEATS INC.,
ONTARIO DISTRIBUTION CENTRE
5100 HARVESTOR ROAD
BURLINGTON, ONTARIO

[Signature]

Roy Lund

LETTER OF UNDERSTANDING

Between:

MAPLE LEAF MEATS ONTARIO DISTRIBUTION CENTRE
5100 Harvester Road, Burlington, Ontario
(hereinafter referred to as the "Company")

And:

**LOCAL 707 OF THE UNITED FOOD AND
COMMERCIAL WORKERS INTERNATIONAL UNION**
AFL-C.I.O. & THE C.L.C.
(hereinafter referred to as the "Union")

It is the **policy of** the Company to reduce incidence and ultimately eliminate **all** industrial accidents by the use **of** every reasonable precaution, **and** by the aggressive promotion **of** safety practices in the workplace.

The **health and safety of** all employees **is** a major concern **of** the Company's management. Working safely on the job **is** one **of** the most important responsibilities of each employee. In order to achieve **this**, the Company **is** committed to a strong Health & Safety Program for **our** employees, in conjunction with the **Union**, and guarantees that within **six** months the following will take place:

- 1. A** Joint Health & Safety Committee will be formed **with** members from both Union and Company, to meet a minimum **of** once per month, to discuss and take action on Health & Safety matters.
- 2. A** Safety Officer will be engaged by the Company to administer **our** Program.
- 3. The** Company will take **minutes of** all Health & Safety **Meetings**, and **copies** will be provided **to**

LETTER OF UNDERSTANDING

~~Between~~ Maple Leaf ~~Mats~~ Distribution and ~~Local~~ 707 U.F.C.W. to be considered part of the Collective Agreement.

The Company **agrees to** give preference of employment to U.F.C.W. members **who apply** for employment at the Harvester ~~Road~~ Burlington location

U.F.C.W. members.

Bernie ~~Ross~~
Darrel Howell
Lawrence **Dunphy**
Shawn Haggerty

Dave ~~Wood~~
Mark Parkinson