

# **AGREEMENT**

Between

**MAPLE LEAF CONSUMER FOODS  
(A Division of Maple Leaf Foods Inc.)  
ONTARIO DISTRIBUTION CENTRE  
5100 HARVESTER ROAD BURLINGTON, ONTARIO**

and

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

**July 1, 2009 - June 30, 2012**

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THIS AGREEMENT BETWEEN

MAPLE LEAF CONSUMER FOODS  
(A Division of Maple Leaf Foods Inc.)  
Ontario Distribution Centre  
5100 Harvester Road  
Burlington, Ontario  
(hereinafter referred to as "the Company")

-and-

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175  
(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 Consumer Foods Distribution Centre, 5100 Harvester Road, in the City of Burlington, Ontario save and except **supervisors**, persons above the rank of **supervisor**, 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.

**2.04 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.**

**2.05** 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 deduction of Union dues effective the employee's 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 "A". 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.

**2.06 All conditions contained herein shall apply to the truck driver where applicable. Attached hereto in Appendix "A" are conditions for truck drivers only.**

### **ARTICLE 3 – UNION SECURITY**

3.01 (a) 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.

(b) The remittance statement shall contain a dues and initiation fees report which will be provided via e-mail to [remit@ufcw175.com](mailto:remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus, or other software program acceptable and adaptable to the Union. The spreadsheet will provide the following current information as known to the Company:

1. Social Insurance Number
2. Employee Number
3. Full Name (last/first)
4. Full address, including city and postal code
5. Telephone number, including area code
6. Date of hire
7. Rate of pay
8. Position description
9. Full time or part time designation
10. Employment status (active, inactive, etc.)
11. Union dues deducted
12. Total dues deducted
13. Initiation fees deducted

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; and the Employer agrees to abide by the Ontario Human Rights Code.

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 **Plant Chairperson**, when being interviewed in the presence of a 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 **Plant Chairperson** 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 **Plant Chairperson**, Chief Steward and the Steward from the department concerned. A list of the Grievance Committee shall be supplied to the Company and kept up to date.

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.

**6.10 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.**

### **ARTICLE 7 – DISCIPLINE**

7.01 (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 known more than three (3) full working days after the facts were known.**

**The parties may through mutual agreement extend the above timelines and such agreement shall not be unreasonably denied.**

7.02 **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 one (1) working day from the time of occurrence.**

### **ARTICLE 8 – GRIEVANCE PROCEDURE**

8.01 **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. However, no complaint will be dealt with as an actual grievance until the employee involved has, with representation, discussed the complaint with the applicable Supervisor and provided said Supervisor with an opportunity to deal with and then respond to said complaint. Said Supervisor will be required to do so within two (2) working days.

**8.02** 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 three (3) working days, the grievance may be presented as follows at any time within three (3) working days thereafter. Policy grievances shall be presented at Step 2.

**Step 2** - The aggrieved employee shall present his/her grievance to the **applicable department manager**, and shall be represented by the Chief Steward and the Department Steward. If a settlement satisfactory to the employee concerned is not reached within three (3) working days, the grievance may be presented as follows at any time within the ten (10) working days thereafter. Policy Grievances shall be presented at Step 2.

**Step 3** - The aggrieved employee may present his/her grievance to the **applicable department manager**, the Human Resources Manager, and the Director of Distribution and a Committee composed of Chief Steward, Steward from the department and **Plant Chairperson**. The **Union Representative** of the Union may be in attendance. Should no settlement satisfactory to the employee be reached within five (5) working days, the grievance may be referred by either party to a Board of Arbitration as hereinafter provided within thirty (30) days.

**The Company and the Union may, through mutual agreement, alter the timelines prescribed in Article 8.02.**

**8.03** In this Article, a grievance shall consist of any dispute concerning interpretation, application, 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.

**8.04** No grievance shall be considered where the circumstances giving rise to it were known more than three (3) full working days before the filing of the grievance.



**The parties may through mutual agreement extend the timelines and such agreement shall not be unreasonably denied.**

**8.05** No employee shall be disciplined or discharged without just cause.

## **ARTICLE 9 – ARBITRATION**

**9.01** 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 thirty (30) days from decision referred to in Article **8.02**, Step 3.

**9.02** 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.

**9.03** Within five (5) working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

**9.04** 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 **9.03** above, the Minister of Labour of the Province of Ontario shall be asked to nominate a third party to act as the Chairperson.

**9.05** The decision of a Board of Arbitration **or** a majority thereof, constituted in the above manner, shall be binding on both parties.

**9.06** 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.

**9.07** 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. Employees, including Union Representatives, involved in arbitration hearings shall not be paid by the Company.

**9.08** No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

**9.09** **In view of recent changes to the Ontario Labour Relations Act, and resulting decisions there from, and in view of the parties' history of amiable Labour Relations, the parties agree to the following.**

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

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

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

#### **ARTICLE 10 – NO STRIKE - NO LOCKOUT**

**10.01** 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.

**10.02** 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 11 – SENIORITY**

**11.01** 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.

**11.02** 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 **Plant Chairperson**, the Chief Steward, and Department Stewards, and a copy will be sent to the Union Office.

**11.03** 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.

**11.04** 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.

**11.05** 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.

#### **11.06 Seasonal Employees**

**Between April 1, and September 15 of each year, the Company may hire seasonal employees. Seasonal employees may work in excess of three (3) days in a calendar week. Seasonal employees shall pay Union dues but shall not accumulate seniority. Seasonal employees shall not be used to the extent they displace or replace regular employees, or prevent the hiring of a full-time employee. In weeks in which the Company uses seasonal employees, the Company will ensure that 40 hours of work are available and offered to regular full-time employees unless such is not possible as a result of an Act of God or other circumstances which is beyond the control of the Company e.g. fire, power failure, etc. but not to include low shipping or receiving volume. The Company will offer available overtime to full-time employees before offering overtime to seasonal and part-time employees, subject to the needs of the business. The Company agrees that the application of this provision will be done fairly and justly. Prior to utilizing seasonal employees on any shift, the Company will post a request for transfer list for regular employees. Regular employees who have signed the transfer list may be offered to transfer shifts for the duration of the use of seasonal employees provided they have the immediate skill and ability to do the job. Transfers will be determined based on the needs of the business. Employees who are successfully transferred into a seasonal role must accept the shift schedule for the duration of the period. Furthermore, they will not be entitled to any overtime or premiums that would not normally be offered to a seasonal employee hired on that shift. If a seasonal employee is scheduled outside of April 1 to September 15, the Company shall be required to post for a vacancy in accordance with Article 12. If a seasonal employee is posted into a position in accordance with Article 12, they will receive seniority based on last date of hire.**

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

## **ARTICLE 12 – VACANCIES**

- 12.01** When a vacancy occurs, the job vacancy, with the job rate, will be posted on the main bulletin board for a period of four (4) working days. The job will be filled by the bidder with the highest plant seniority who is able to satisfactorily perform the work to be done. If no employee bids on the job vacancy, then the job will be awarded to the junior 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.
- 12.02** When a job vacancy occurs and it is known it is for a temporary period, the job posting shall so designate.
- 12.03** 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.
- 12.04** 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.
- 12.05** An employee who successfully bids on a new job shall not bid on a further opening for a one year period unless new job is a higher rated job.
- 12.06** 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.
- 12.07** An employee who successfully bids a new job will be placed on the new job not later than two (2) weeks where practical.
- 12.08** The Company will operate 3 steady shifts: Days, Afternoons and Nights. Day Shift is a shift which starts after 4:00 a.m. and ends no later than 6 p.m.

Afternoon Shift is a shift which commences **at** noon or later. Night Shift is a shift that starts 6:00 p.m. or later. 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 13 – TEMPORARY TRANSFERS**

**13.01** It is not the intention of the Company to utilize temporary transfers to transfer anyone for more than four (4) weeks.

**13.02** 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.

**13.03** (a) Any employee who is transferred or performs the duties of a higher rated job for a period exceeding one (1) hour shall be paid the higher rate for all hours worked in the higher classification.

(b) Any employee who is transferred or performs the duties of a lower rated job shall maintain their existing rate of pay unless such transfer becomes permanent in accordance with the Collective Agreement.

### **ARTICLE 14 – LEAVE OF ABSENCE**

**14.01** 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.

**14.02** 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.

- 14.03** 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.
- 14.04** 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.
- 14.05** 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.

#### **ARTICLE 15 – BEREAVEMENT**

- 15.01** 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, Daughter-in-Law, Son-in-Law, Sister, Brother, Grandparents (both sides of the family), Grandchildren, and Step-parents.
- 15.02** 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, Daughter-in-Law, Son-in-Law, Sister, Brother, Grandparents (both sides of the family), Grandchildren, and Step-parents.

## **ARTICLE 16 – HEALTH AND SAFETY**

**16.01** 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 the Union Office and the Health & Safety Committee members.
4. The Committee will be allowed access to all information allowed by Law, for discussion at Health & Safety Meetings.
5. The Company agrees not to call employees who are off sick or on compensation, provided the employee has made the Company aware of their condition, and the employee must call in at least once per week to update the Company on their condition.
6. The Company agrees to inform the Health & Safety Committee of all compensable accidents on a regular basis, and supply an Accident Report.
7. The Company agrees that within reason, a Union Representative on the Health & Safety Committee will be allowed time to investigate a serious or fatal accident. Before entering a Department, the Safety person must inform the Supervisor of the Department, and before leaving his/her Department, the Safety person must inform the proper Supervisor so that a replacement can be made.
8. The Company will provide up to 10 days per year, with pay, for Union Representatives to attend Safety Seminars, etc. Not more than 2 people from one Department, and not more than 5 days for each individual, on



the recommendation of the Safety Committee.

9. When an employee is injured due to a compensable accident, the Company will immediately inform the Union's Compensation Co-ordinator, or in his/her absence an appropriate Union representative. When it has been processed, a copy of Form 7 regarding said accident will be supplied to the Union's Compensation Co-ordinator, or in his/her absence an appropriate Union representative.

**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.**

**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.**

#### **Right to Refuse Dangerous Work**

**In situations where an employee has reasons to believe that the particular work is dangerous to his or her safety or health the employee shall first report his or her concerns to a Supervisor. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous to his or her safety or health the employee shall be entitled to refuse to perform that particular work and a Company representative will conduct a further investigation with a worker member of the JHSC. Where possible, this should be a certified member. In the event of a disagreement between the Company representative and the worker representative as to the presence of, or degree of a hazard the Ministry of Labour will be notified.**

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

**Health and Safety cooperation/reduction of accidents & injuries/ergonomics.**

**The Company and the Union agree to cooperate with the JHSC to identify and keep track of injuries occurring in the Plant with a view to jointly working towards the elimination of all accidents in the workplace. In order to accomplish and work towards this goal, the Company agrees to give copies of all accident reports (as per the OHSR R.S.O. 1990 Chapter 0.1. as amended, Sections 51 and 52).**

**This information shall be given to the JHSC, who shall be provided a**

mutually agreeable time during working hours for the purpose of further investigation or discussion with injured employees, or to observe working conditions, and to bring the results of their investigation, if warranted, back to the JHSC, with recommendations for proposed changes.

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

## **ARTICLE 17 – CLOTHING AND EQUIPMENT**

- 17.01** 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.
- 17.02** Employees regularly working in the freezer with more than 3 months seniority will be supplied with a freezer suit. **A reasonable number of spare suits shall be made available upon request for employees in the freezer.** A clean freezer coat will be provided to an employee required to temporarily work in the freezer.
- 17.03** The Company will allow employees a reasonable time for changing clothing and equipment necessitated by changing working conditions.
- 17.04** 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 twelve (12) 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 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 one hundred and fifteen dollars (\$115.00) toward such purchase. Employees with less than six (6) months seniority who so purchase such shoes shall be reimbursed up to one hundred and fifteen dollars (\$115.00) 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 18 – PAID HOLIDAYS**

**18.01** (a) The Company will pay to all employees except:

- (i) Probationary employees
- (ii) Employees on leave of absence
- (iii) Employees on lay-off
- (iv) Employees absent due to illness for a period in excess of four (4) days prior to or after the date of the holiday

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, the holiday will be observed the night before such holidays for employees on the night shift (i.e. employees with a regular start day of Sunday night and holiday Monday they would observe the holiday on Sunday and any overtime or any other premiums applied would be applied to Sunday), for the holidays designated below:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

In addition to the Paid Holidays listed above, employees on the payroll as of February 1<sup>st</sup> each year shall be granted two Individual Holidays, to be taken **during the calendar year**, 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 15<sup>th</sup> to September 15<sup>th</sup>, **unless approved by the Company, based on the needs of the business**. Should the Company be required by law to observe any holiday other than those listed above, 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. **Individual Holidays will not be paid out if not taken.**

(b) In the event that the Employment Standards Act provides a greater benefit for an individual employee, such benefit shall be paid to the employee.

**18.02** If New Year's Day, Canada day, Christmas Day or Boxing Day falls on a

Saturday or a Sunday, the Company will post notice of whether the calendar day of observance of the holiday will be the Friday preceding or the Monday following the holiday. If the Company fails to post such notice at least sixty (60) days in advance of the holiday, the calendar day of observance will be the Monday following the holiday.

- 18.03** An employee who would otherwise be entitled to be paid holiday pay under Article **18.01** will lose his/her entitlement to be paid holiday pay if he/she does not work his/her scheduled shift next preceding or next following the holiday unless the employee provides a reason for his/her absence which is satisfactory to the Company. For the purpose of this section, a scheduled shift will also include a non-scheduled shift upon which the employee agreed to work.
- 18.04** An employee who is required to work on any of the Paid Holidays shall receive time and one-half the normal rate for his/her actual hours worked on the holiday in addition to the holiday pay.
- 18.05** When a Paid Holiday falls within an employee's vacation period, the employee may, at the reasonable convenience of management, elect to take a compensatory day off in lieu of the holiday. Arrangements for the compensatory day off must be made with the Supervisor prior to the commencement of the employee's vacation period. The compensatory day off must be taken not later than 30 days following the employee's vacation period unless otherwise agreed with the Supervisor.
- 18.06** If the Company requires work to be performed on any of the Paid Holidays, the Company will advise the employees at least three (3) working days in advance.

#### **ARTICLE 19 – VACATIONS WITH PAY**

- 19.01** (a) Vacation year shall be January to December.
- (b) The qualifier for vacation entitlement shall be July 1 of each year.
- (c) Employees will receive the applicable percentage of their previous years' earnings.

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 1<sup>st</sup>, one (1) week of 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 1<sup>st</sup> in any year, two (2) 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 five (5) years, as of July 1<sup>st</sup> in any 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 him/her in the working year.

The Company agrees to grant to all employees in the employ of the Company ten (10) years as of July 1<sup>st</sup> in any 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.

When an employee reaches his/her first, fifth or tenth anniversary in the employ of the Company after July 1<sup>st</sup> but prior to the end of the calendar year, he/she will be entitled to an additional week of vacation to be taken following such anniversary date.

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

**19.03** The employees' Vacation Schedule will be posted each year from March 1<sup>st</sup> to April 1<sup>st</sup> 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 15<sup>th</sup> of April, which will be by Plant seniority in the Department.

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-serve basis.

The Company will attempt to grant all employees vacation during prime time. Wherever reasonably possible, the Company may grant vacation in any department at the same time beyond the 15% maximum.

**19.04** Pay received for Paid Holidays shall be considered as hours worked.

## **ARTICLE 20 – RATES OF PAY, HOURS OF WORK, OVERTIME RATES AND CONDITIONS**

**20.01** The Company agrees to abide by the provisions as set out in Schedule "A" which forms part of this Agreement.

## **ARTICLE 21 – BENEFITS PROGRAMME**

**21.01** Any regular full-time employee is initially eligible for coverage when his/her records with the Company on the first (1<sup>st</sup>) day of any month show that he/she

has had not less than six (6) months of credited service and is working, except for Article **21.04** (c), (f) and (g).

**21.02** Employees lose their eligibility for all coverage when their records with the Company show:

- (a) They have quit.
- (b) They have failed to return to work when recalled, in accordance with the Collective Agreement.
- (c) They have been on leave of absence or on lay-off for ninety (90) days, from the first of the month following their leave of absence or lay-off.
- (d) They have been absent in excess of twenty-one (21) consecutive months or length of service, whichever is less, due to sickness or non-compensable accidents. This will only apply to the employees for whom the Company has received documentation that states the employee will not be able to return to work.
- (e) The employee is on pregnancy leave and has not returned within the allowable absence period as prescribed by the Employment Standards Act.
- (f) Employment with the Company has been terminated.

**21.03** 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.

#### **21.04 Coverage**

- (a) **Life Insurance:** \$35,000.00 for all employees **who are actively working the date of ratification.**
- (b) **Accidental Death and Dismemberment:** \$35,000.00 for all employees **who are actively working the date of ratification.**
- (c) **Dental Benefit:** United Food and Commercial Workers Trusteed Dental Plan (Ontario)

Effective July 1, 2007, the Employer agrees to contribute thirty-one cents (.31) and effective July 1, 2008, the Employer agrees to contribute thirty-

two cents (.32) and **effective July 25, 2009, the Employer agrees to contribute thirty-eight cents (.38)** per hour for all hours worked and all hours paid plus any applicable taxes to the United Food and Commercial Workers Trusteed Dental Plan (Ontario). The Employers contribution to the plan will be calculated at the end of each month and will be forwarded to the plan within twenty-one (21) days following the end of each month.

(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. The Company will provide the employees with a drug card, which will automatically dispense generic drugs unless otherwise specifically specified by the employee's physician.

Effective October 1, 2007, Drug Max: \$4,000.00 for all employees with a drug dispensing fee cap of \$7.00.

**Effective January 1, 2010, the Company will provide a maximum of \$150 per calendar year for physiotherapy, requires a prescription from a physician.**

**Effective January 1, 2010, the Company will provide a maximum of \$150 per calendar year for massage therapy, requires a prescription from a physician.**

- (ii) A vision care plan will be in effect providing a benefit of one hundred and fifty dollars (\$150.00) every two (2) years from the date of last purchase.

Effective October 1, 2007, Vision Care Plan: one hundred and seventy dollars (\$170.00). **Effective January 1, 2010 increase to one hundred and ninety dollars (\$190.00).**

- (e) Coverage under Article **21.04** (a), (b), (c) and (d) will be paid 100% by the Company, subject to Articles **21.01**, **21.02** and **21.03**.

(f) **Weekly Accident and Sickness Benefit**

- (i) Employees will be eligible the first of the month following 3 months service for coverage under the Employment Insurance Integrated Maple Leaf Foods sick pay plan. The Company and employee will share, on an equal basis, the required monthly sick pay premium.

- (ii) The plan will pay employees commencing on the first day of

absence due to an accident or on the fourth day of absence due to an illness. The three day waiting period will be waived in the event that an employee is hospitalized for at least a 24 hour period.

- (iii) Company service scale for duration of payment (as of every September 1<sup>st</sup>)

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

- (iv) The benefit level for eligible employees will be:

For those who have completed less than twenty-four (24) months of employment.....\$340.00 per week

For those who have completed twenty-four (24) months of employment or more.....\$380.00 per week

**(g) Pension (CCWIPP)**

Canadian Commercial Workers Industry Pension Plan

The Employer agrees effective January 1, 2005 to contribute to the Canadian Commercial Workers Industry Pension Plan thirty cents (.30) per hour for all hours paid and all hours worked for all employees. The Employer agrees to sign the participation agreement.

The Employer's contribution to the plan will be calculated at the end of each month and will be forwarded to the plan within twenty one (21) days following the end of each month.

Effective July 1, 2005 increase contribution amount to thirty five cents (.35) per hour.

Effective January 1, 2006 increase contribution amount to forty cents (.40) per hour.

Effective July 1, 2006 increase contribution amount to forty five cents (.45) per hour.

Effective January 1, 2007 increase contribution amount to fifty five cents (.55) per hour.

Effective June 1, 2007 increase contribution amount to sixty eight cents (.68) per hour.



## **CCWIPP Stabilization Fund**

Effective July 1, 2007 – Company to contribute 5 cents.

Effective July 1, 2008 – Company to increase contributions by 5 cents.

**Effective December 31, 2009, the Employer agrees that in addition to the contributions it will make to the CCWIPP (Canadian Commercial Workers Industry Pension Plan), the Employer also agrees to contribute \$0.31/hr to the Stabilization Fund for a period of time as determined by the CCWIPP Trustees. The Employer further agrees that, should the Stabilization Fund cease to exist, the contribution allocated to the Stabilization Fund will be added to the current CCWIPP contributions forwarded to CCWIPP.**

## **ARTICLE 22 – CREDITED SERVICE**

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

**22.02** (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.
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 **14.04**.

(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 **WSIB** benefits.

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

- (a) If the 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 **WSIB** benefits.

**ARTICLE 23 – DURATION OF AGREEMENT**

**23.01** This Agreement shall be in full force and effect from the first (1<sup>st</sup>) day of July **2009** until the thirtieth (30<sup>th</sup>) day of June, **2012** and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other, in writing anytime within the period of ninety (90) days prior to the annual expiration date, that it desires to amend the Agreement.

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

**23.03** 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.

**23.04** The parties to this agreement agree where reasonably possible, to sign the Collective Agreement within thirty (30) days of the Union ratification vote.

**23.05** The Company and the Union will **share** costs of the printing of the Collective Agreement (pocket-size).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

FOR UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175

FOR MAPLE LEAF CONSUMER  
FOODS ONTARIO DISTRIBUTION  
CENTRE 5100 HARVESTER ROAD  
BURLINGTON, ONTARIO

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## SCHEDULE "A"

This is Schedule "A" referred to in **Article 20** of the Collective Agreement.

### 1. RATES OF PAY

The following job classifications and rates apply:

<b>Job</b>	<b>Effective July 1, 2008</b>	<b>Effective July 1, 2010</b>	<b>Effective July 1, 2011</b>
<b>Building Maintenance</b>	<b>\$17.95</b>	<b>\$18.25</b>	<b>\$18.55</b>
<b>Drivers – Tractor Trailer</b>	<b>\$17.95</b>	<b>\$18.25</b>	<b>\$18.55</b>
<b>Drivers – Shunt</b>	<b>\$17.95</b>	<b>\$18.25</b>	<b>\$18.55</b>
<b>Stock Person (freezer)</b>	<b>\$17.85</b>	<b>\$18.15</b>	<b>\$18.45</b>
<b>Order Picker (freezer) Receiver, Stock Person</b>	<b>\$17.65</b>	<b>\$17.95</b>	<b>\$18.25</b>
<b>Order Picker, Checker, Return Room</b>	<b>\$17.45</b>	<b>\$17.75</b>	<b>\$18.05</b>
<b>Loaders, Clean-up, Labourer</b>	<b>\$17.45</b>	<b>\$17.75</b>	<b>\$18.05</b>

Red circles shall remain at their rate and shall slot into wage scale when such matches their rate.

Employees performing the work of order picker, or order picker (freezer), operating a forklift, will receive an additional \$0.20 per hour worked.

### 2. START RATES

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 comes first.
- Upon the completion six (6) months employment or 1040 hours worked, whichever comes first, the rate will be increased to 85% of the rate of the job that the employee is performing.
- Upon the completion of twelve (12) months employment or 2080 hours worked, whichever comes first, the rate will be increased to 90% of the rate of the job that the employee is performing.
- Upon the completion eighteen (18) months employment or 3120 hours

worked, whichever comes first, the rate will be increased to 95% of the rate of the job that the employee is performing.

- Upon the completion of twenty-four (24) months employment or 4160 hours worked, whichever comes first, the rate will be increase to 100% of the rate of the job that the employee is performing.

The starting rate for new employees hired as Drivers will be 90% of the rate of the job that the employee is performing for the first twelve (12) months of employment or 2080 hours worked, whichever is greater.

Upon the completion of the greater of twelve (12) months of employment or 2080 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 of employment or 4160 hours worked, the rate will be increased to 100% of the rate of the job that the employee is performing.

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 lay-off, provided that the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job or jobs he/she is performing.
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 lay-off, provided that the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job or jobs he/she is performing.

## 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 (**1½**), 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 (**1½**) for all hours worked over ten (10) hours per day.
2. The following applies to employees hired prior to July 1, 2008: 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 him/her by the Company for the week in which the non-scheduled Sunday was worked, otherwise the time and one-half (**1½**) 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.
7. **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.**
8. **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.**

## **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**

The Employer agrees to post an overtime list of employees available to work overtime. Employees shall give one (1) weeks notice of their desire to be added or removed from such list.

The Employer shall offer Overtime on a rotation basis through such list. Among all employees performing such work on the shift/job where Overtime is necessary.

Overtime shall be voluntary on scheduled days off and shall be offered to the Senior Volunteer on a rotation basis.

**An employee who is required to work more than one and one-half (1½) hours overtime in any day, shall receive a meal allowance of \$5.00.**

## **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 (1½) 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 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 rate is inappropriate, the Company shall proceed as follows:

- (a) When there is a vacancy in a classification and/or 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 rate prior to filling the vacancy. The Company shall advise the Union of both the reason for the proposed change and the proposed 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 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 9** 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 a classification and/or rate, the Board shall do so only by comparing such classification and/or rate with other such classifications and/or 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 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.
- (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.



## 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 **legal** 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 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 Permanent drivers will be eligible for a uniform which will consist of the following:
- 5 short sleeved shirts, 2 pair of pants, regular weight, 2 unlined jackets, 5 long sleeved shirts, 2 pair of summer weight pants and 1 parka coat. A jacket liner will also be supplied at the request of the driver.

The laundering of drivers' uniforms will be the responsibility of the Company.

- 2.02 White cotton gloves will also be supplied by the Company as required.
- 2.03 Company to provide a raincoat to current drivers and upon hiring, as management deems appropriate. Such requests shall not unreasonably be denied. Replacement coats provided at a maximum of once per 24 months upon return of previous coats and demonstration of normal wear and tear.

### 3. **GENERAL**

- 3.01 The Company shall endeavour at all times to arrange runs and start times in a manner that will give preference to senior drivers.
- 3.02 Drivers will not be required to tow or push vehicles.
- 3.03 Every 12 months the Company shall post daily runs. Employees shall bid for a posted run in order of seniority. In cases where an employee bumps into an AZ driver position, they would be entitled to take the run of a less senior driver at the time of the bump.
- 3.04 All drivers must take at least one-half hour for lunch and at no time will the lunch exceed one (1) hour.
- 3.05 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).
- 3.06 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.
- 3.07 The route reports must be properly completed daily.
- 3.08 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.
- 3.09 In the event of a serious incident 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/she 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.
- 3.10** No driver will be asked to cross a legal picket line where he/she feels it is unsafe.
- 3.11** No staff or salaried personnel to drive a truck for the purpose of normal delivery and pick-up of Company product.
- 3.12** The Company will reimburse an employee for the renewal cost of a driver's license which is required to perform his/her job. In addition, the Company will reimburse an employee, to a maximum of one hundred dollars (\$100.00) every three years, for the cost of a medical examination which take and pass in order to obtain an AZ driver's license which is required to perform his/her job.
- 3.13** Drivers must notify the Company immediately if there is a change in the status of their license.
- 3.14** Drivers must notify the Company immediately if there is any incident.
- 3.15** Drivers must insure they are operating within the hours of service regulations.

## 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) **The Company may use part-time employees on all jobs except Building Maintenance and Drivers.**
- 2) The Company may only use part-time employees on a maximum of three days in a calendar week. When a part-time employee's scheduled shift commences on one day and extends beyond midnight into the next day, the day worked will be considered to be the day on which the majority of the part-time employee's scheduled hours fall. For example, if a part-time employee is scheduled from 7:00 p.m., on Sunday until 3:30 a.m. on Monday, he/she will be considered to have worked on Sunday but not on Monday.

In weeks in which the Company either uses the same part-time employee on more than one shift in a calendar week or uses part-time employees on more than one day in a calendar week, the Company will ensure that 40 hours of work are available and offered to full-time employees unless such is not possible as a result of an Act of God or other circumstances which is beyond the control of the Company e.g. fire, power failure, etc. but not to include low shipping or receiving volume.

**Prior to utilizing seasonal employees in accordance with Article 11.06, between April 1 and September 15 of each year part-time employees may work in excess of three (3) days in a calendar week. In such weeks, the Company will ensure that 40 hours of work are available and offered to regular full-time employees unless such is not possible as a result of an Act of God or other circumstance which is beyond the control of the Company e.g. fire, power failure, etc. but not to include low shipping or receiving volume. Part-time employees shall not be used to the extent they displace, replace or prevent the hiring of full-time employees. Prior to utilizing part-time employees on any shift, the Company will post a request for transfer list for regular employees. Regular employees who have signed the transfer list may be offered to transfer shifts for the duration of the use of part-time employees between April 1 and September 15 provided they have the immediate skill and ability to do the job. Transfers will be determined based on the needs of the business.**

- 3) Hours worked by part-time employees should not exceed 12% of the total number of hours worked by all full-time employees in the thirteen week periods concluding with the last calendar week preceding March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>.

Within five working days of the conclusion of the thirteen week periods referred to above, the Company will give to the Chief Steward a list of the hours worked by each part-time employee in the thirteen week period.

Following receipt of this list, the Union will have fifteen working days to file a grievance related to any alleged violation of Appendix "B".

- 4) Part-time employees may be scheduled up to 8 hours per shift. Part-time employees will not be offered hours in excess of 8 per shift unless all qualified full-time employees on shift or coming on shift have been offered overtime.
- 5) A full-time employee will, upon his/her request, be given the opportunity to perform a higher paying job provided that he/she is qualified to perform the higher paying job and further provided that the full-time employee can be satisfactorily replaced on his/her regular job prior to a part-time employee being used to perform the higher paying job.
- 6) If a full-time employee who was on the payroll on January 1, 2000 is laid off, the Company agrees that part-time employees will not be worked.
- 7) 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 **11.04** (e). A full-time employee may exercise this right only once per lay-off from full-time employment.

Articles **11** through **22** and Appendix "A" will not apply to part-time employees except those provisions listed below:

### **Article 11 – Seniority**

**11.01** – Applies

**11.02** – Applies

**11.03** – Probationary period 90 working shifts

**11.04** – Applies except (g)

**11.05** – Applies

**11.06** – Lay-offs by seniority provided ability to perform the work, notice does not apply.

### **Article 12 – 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 who bids on a vacancy will receive consideration by seniority before the Company hires from outside to fill the position.

A part-time employee who becomes full-time shall obtain a full-time seniority date

effective the date the full-time position is filled and shall carry 50% of his service for the purposes of vacation, wages, and benefits.

Except in cases of lay-off, an employee who moves from full-time status to part-time status shall lose their full-time seniority date. However, such employees shall carry 100% of their seniority for the purposes of the part-time seniority list.

### **Article 13 – Temporary Transfers**

Does not apply.

### **Article 14 – Leave of Absence**

Applies subject to the needs of the business.

Articles 14.01, 14.02, 14.04, 14.05, 14.06, 14.08, 14.09, 14.14, 14.15, 14.16 and 14.17 will apply to part-time employees. Part-time employees required to regularly work in the Freezer will be supplied with a Freezer coat.

### **Article 18 – Paid Holidays**

Part-time employees will not be eligible for the two Individual Holidays.

Part-time employees will be eligible for paid holiday pay for the number of hours they would have worked on such holiday provided they report for work on 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 paid 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 paid holiday pay.

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.

### **Article 19 – Vacations with Pay**

Does not apply to part-time employees. Part-time vacations will be as per the Employment Standards Act.

### **Article 20 – Rates of Pay, Hours of Work, Overtime Rates and Conditions**

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

## **Article 21 – Benefits Programme**

Does not apply to part-time employees.

### **Schedule “A”**

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

Section 5 - Replace 4 hours with 2 hours.

### **Hours of Work**

Section 1 will apply. Sections 2,3,4,5, **6 and 8** are not applicable.

### **Shift Premium**

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

### **Overtime**

**Meal allowance does not apply to Part-time employees.**

### **Emergency Call In**

Not applicable.

### **Letter of Agreement #5 - Re: Pension Benefits**

Not applicable.

**LETTER OF AGREEMENT #1**

Between:

MAPLE LEAF CONSUMER FOODS  
(A Division of Maple Leaf Foods Inc.)  
ONTARIO DISTRIBUTION CENTRE  
5100 Harvester Road, Burlington, Ontario  
(hereinafter referred to as the "Company")

and:

UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175  
(hereinafter referred to as the "Union")

**RE: Separate Bargaining Unit**

The Company and the Union agree that the bargaining unit described in Article 2.01 is and will remain separate and distinct from the bargaining unit covered by the Collective Agreement between the Union and **Maple Leaf Consumer Foods, 821 Appleby Line, formerly Fearmans Fresh Meats, Division of Fearmans Inc.** The Union agrees that it will not make any application or take any step to combine in any way these bargaining units. This Letter of **Agreement** is part of the Collective Agreement between the Company and the Union.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, at the City of Burlington, Ontario.

For the Union

For the Company

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**LETTER OF AGREEMENT #2**

Between:

MAPLE LEAF MEATS CONSUMER FOODS  
(A Division of Maple Leaf Foods Inc.)  
ONTARIO DISTRIBUTION CENTRE  
5100 Harvester Road, Burlington, Ontario  
(hereinafter referred to as the "Company")

and:

UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175  
(hereinafter referred to as the "Union")

**RE: U.F.C.W. Members**

Between **Maple Leaf Consumer Foods-Ontario Distribution Centre and Local 175**  
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.

Preference being defined as "applications for new employment from U.F.C.W. members  
will be given preference when equal skills and work records are satisfied".

The Company will not discriminate against U.F.C.W. members who were active in the  
Union in their past employment.

All rates and conditions in the Collective Agreement pertaining to the new employees  
will apply to U.F.C.W. members.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at the City of Burlington, Ontario.

For the Union

For the Company

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**LETTER OF AGREEMENT #3**

Between:

MAPLE LEAF CONSUMER FOODS  
(A Division of Maple Leaf Foods Inc.)  
ONTARIO DISTRIBUTION CENTRE  
5100 Harvester Road, Burlington, Ontario  
(hereinafter referred to as the "Company")

and:

UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175  
(hereinafter referred to as the "Union")

**RE: Food Safety Practices**

It is the Policy of the Company to promote the understanding of, and full implementation of industry, customer, and Government recognized and required Food Safety Practices in the workplace. In order to achieve this, the Company and the Union agree to the following:

1. A Joint Food Safety Committee will be formed with members from both the Union and Company, to meet a minimum of once per month, to discuss and take action on Food Safety matters.
2. The Maple Leaf Consumer Foods Food Safety Manager will work with the Committee to administer our Program.
3. The Company will take minutes of all Food Safety Meetings, and copies will be provided to the Committee members and to any other necessary or interested parties.
4. In support of the development of a Food Safety focus within the Distribution Centre, all employees are encouraged and required to report any circumstances that they are aware of that contravene any HACCP or Maple Leaf Food Safety Protocol on which they have been fully trained.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at the City of Burlington, Ontario.

For the Union

For the Company

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## LETTER OF AGREEMENT #4

Between:

MAPLE LEAF CONSUMER FOODS  
(A Division of Maple Leaf Foods Inc.)  
ONTARIO DISTRIBUTION CENTRE  
5100 Harvester Road, Burlington, Ontario  
(hereinafter referred to as the "Company")

and:

UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175  
(hereinafter referred to as the "Union")

### **RE: Pension Benefits (Former Pension – For Information Only)**

The pension arrangements for bargaining unit employees at Maple Leaf Consumer Foods, 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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, or October 1<sup>st</sup>, 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 1<sup>st</sup> of January, April, July or October coincident with or immediately following his/her 65<sup>th</sup> 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.

Effective January 1, 2001, the non-contributory benefit of \$14.00 per month per year of credited service with Maple Leaf Meats Inc., Ontario distribution Centre will be increased to \$15.00.

Effective January 1, 2003, the \$15.00 non-contributory benefit will be increased to \$16.00.

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 (05). 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.

6. **Early Retirement**

Upon optional early retirement, the pension benefit shall be calculated as in paragraph 4 above, subject to the following:

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

The pension benefit payable in the normal 05 form at age 65 will be payable without reduction for early payment commencement.

With approved early retirement status, prior to age 60:

The pension benefit payable in the normal 05 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 05 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at the City of Burlington, Ontario.

For the Union

For the Company

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**LETTER OF AGREEMENT #5**

**Between:**

**MAPLE LEAF CONSUMER FOODS  
(A Division of Maple Leaf Foods Inc.)  
ONTARIO DISTRIBUTION CENTRE  
5100 Harvester Road, Burlington, Ontario  
(hereinafter referred to as the "Company")**

**and:**

**UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175  
(hereinafter referred to as the "Union")**

**RE: Herbert Alarcon**

**Herbert Alarcon will continue to receive the receiver rate, and will continue performing the duties he performed prior to negotiations, in addition to other responsibilities assigned by management.**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at the City of Burlington, Ontario.**

**For the Union**

**For the Company**

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