

COLLECTIVE AGREEMENT

Maple Leaf Poultry
Member of Maple Leaf Foods Inc.
Edmonton, Alberta

AND

United Food and Commercial Workers
International Union, Local 1118,
(hereinafter called “the Union”).

August 3, 2011 until August 2, 2014

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This index is only for easy reference. Members are encouraged to read this Agreement and be conversant with all its provisions. When in doubt as to the interpretation of any section, phone your Union office at **463-6000**.

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

ARTICLE I - RECOGNITION

Recognition and Coverage. The Company recognizes the Union as the exclusive bargaining agency for the employees, as defined in Article 2, of the plant operated at 2619 - 91 Avenue, Edmonton, Alberta.

ARTICLE 2 - EMPLOYEES

2.1 Employees Covered by Agreement. The term “Employees” as used in this Agreement shall be considered to include production employees, tradespersons, maintenance and repair employees, stationary engineers, plant employees engaged in shipping, delivery, receiving, and janitorial service, below the rank of foreperson, except security staff, plant clerical staff, scientific workers and employees in confidential positions.

2.2 Part-time and Casual Employees. Part-time employees, that is, employees employed for 24 hours weekly or less, and casual employees, that is, those employed for less than one week, are eligible for membership in the Union, but are not entitled to privileges in the Articles of this Agreement pertaining to Seniority, Hours of Work Overtime And Off Shift Premiums, and Vacations, except that:

(a) Part-time employees who have worked for the Company for 30 work days or more in the 12 months preceding a public holiday will be eligible for public holiday pay for the number of hours they would have worked on such holiday, providing they report for work their day before and their day after the holiday.

(b) Part-time employees with one year’s service or more will be eligible for vacations as set forth in Article 11 on a basis that their normal weekly hours are of forty.

(c) Part-time and casual employees shall be paid one and one-half (1½) times their regular rates for time worked in excess of eight (8) hours in any day.

(d) Part-time and casual employees shall be entitled to the provisions of the Agreement pertaining to Meal Allowance.

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

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

- 2.3** The use of the masculine gender in this Agreement shall be considered also to include the feminine.

ARTICLE 3 – RIGHTS OF MANAGEMENT

- 3.1** The Union recognizes and acknowledges that the management of the business enterprise and direction of the working force are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union recognizes that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and safety and to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices to be followed by its employees;
- (b) Hire, promote, classify, transfer, and layoff employees;
- (c) Discharge, suspend, or otherwise discipline employees for just cause;
- (d) Generally to manage the processing enterprise in which the employer is engaged and without restricting the generality of the foregoing, to determine the methods of production, the schedules of production, the schedules of production, the formulating of products, and the control of material to be incorporated into products, and to establish standards of quality and quantity for all equipment and operations.

In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 4 - UNION SECURITY

- 4.1 Payment of Dues.** The Company agrees to deduct from each employee's pay on the first pay-day in each calendar month and in the case of new employees beginning with the first monthly check-off following his/her becoming a Union member in accordance with Section 4 below, the regular monthly Union dues and will transmit the total sum of the amounts so deducted to the Financial Secretary of the Local Union on or before the 15th day of the calendar month.

- 4.2 Assessments.** Special assessments if levied in accordance with the Constitution and By-laws of the Union will be deducted from members of the Union upon proper notification from the Union.
- 4.3 Initiation Fees.** The Company agrees that upon receipt of written authorization in the form of a signed Union Membership Card, it will deduct from the wages of employees joining the Union after the ratification of this Agreement the initiation fee due from him/her to the Local Union on the first pay-day of the following calendar month and shall remit the same to the Financial Secretary of the Local Union on or before the fifteenth (15th) day of the calendar month.
- 4.4 Membership.** The Company agrees that it shall be a condition of employment that any employee, who at the date of the signing of this Agreement, was a member of the Union in good standing, shall maintain such membership.

Employees hired on or subsequent to the date of the signing of this Agreement shall, as a condition of employment, become members of the Union within thirty days following the date of their employment and shall thereafter, maintain membership in the Union in good standing. Employees who have not completed their probationary period at the date of signing of this Agreement shall similarly be required to become members of the Union within thirty days following that date. The Company will procure from such new and probationary employees the necessary membership applications and membership in the Union shall be granted within the above-mentioned thirty day period.

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

- 4.5 No Coercion or Intimidation.** No employee shall be subject to any penalties against his/her application for membership or for reinstatement as a member of the Union, and no coercion or intimidation of any kind shall be practiced to compel or influence an employee to join the Union nor shall any intimidation or discrimination of any kind whatsoever be practiced or permitted with respect to employees who are or who become members of the Union.

ARTICLE 5 - HOURS OF WORK, OVERTIME AND OFF SHIFT PREMIUMS

- 5.1** The Company and the Union recognize that business requirements may necessitate a change to daily shift configurations. In the event that the Company contemplates a shift in excess of eight (8) hours per day, the Company agrees to meet with the Union to negotiate implementation of the change. Unless otherwise mutually agreed, the hours prescribed shall not exceed 8 hours daily and 40 hours weekly, on five days per week.

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

The scheduled starting and quitting times may be altered from time to time as required for the efficient operation or improvement of the business. The Company, however, agrees that, except by mutual consent, employees will be entitled to 24 hours' notice of a schedule change. If a schedule is changed without sufficient notice, the employee will be paid one and one-half (1 ½) times his/her regular rate for all hours worked outside his/her previous schedule until the expiry of the required notice.

The Company shall endeavor to provide employees with as much notice as possible when overtime is required or is to be cancelled.

5.2 Overtime Provisions. The Company agrees to pay one and one-half (1½) times their regular hourly rates for all hours employees are required to work in any day in excess of the number of hours prescribed in the schedule for the day.

When a full-time employee is instructed to report before his/her scheduled starting time, the Company agrees to pay to such employee one and one-half (1½) times his/her regular rate for any hours he/she may be required to work before his/her scheduled starting time.

If by necessity an hourly-rated employee is required to work in excess of 10 continuous hours, he/she shall be paid double his/her regular rate for such additional hours.

There shall be no accumulating of overtime premiums for the same hours worked, but the highest premium shall apply.

When overtime work is required and there are more employees at the end of the shift than are required to perform the overtime work, employees may request to be excused from the overtime provided there are enough employees with the required skill to perform the work. In the event approval is granted, it shall be done in the order of seniority.

When overtime work is required in the production area on regularly scheduled days, employees will be given the opportunity to sign a department seniority list indicating their desire to work overtime. Overtime will be granted in the order of seniority, provided they possess the skill and ability to perform the work.

In the event that there are insufficient employees, appointment will be in the order of reverse seniority, provided that they have the skill and ability to perform the work.

Scheduled weekend overtime will be offered plant wide, and will be granted in order of seniority provided that the employee has the skill and ability to perform the work.

Upon ratification and yearly thereafter, the Company will provide the Union with a list of departments to be used in the application of overtime work. The Company will notify the Union of any changes to the list prior to implementation.

- 5.3 Sunday Work.** The Company agrees to pay double the regular hourly rate for work performed on Sunday except for those whose work regularly falls on Sunday. If an employee's regular day off, in place of Sunday, falls on a week-day, he/she shall be paid double time for hours worked on such a day. Where an employee normally works Sunday and has two week-days off, the second day shall be considered to be the day in place of Sunday.
- 5.4 Reporting Allowance.** An employee called to work and who by reason or other cause for which he/she is not responsible, is dismissed for the day, shall receive for that day at least four (4) hours' pay at his/her applicable rate.
- 5.5 (a) Emergency Call-in.** Any production employee who after leaving the Company's premises is specially called in at any time outside his/her normal working hours shall be through when the emergency is over, but shall, nevertheless, be paid for a minimum of four hours at his/her regular rate for the time spent on the emergency work outside of his/her scheduled hours.
- (b) Maintenance Emergency Call-in.** When a maintenance employee is called into work because of a breakdown or emergency at other than his/her regular scheduled hours, once the emergency has been rectified to the manager's satisfaction the employee will be given authorization to leave the plant and he/she will be paid a minimum payment equivalent to four (4) hours pay at his/her applicable rate.
- 5.6 Maintenance Schedules.** This will confirm the understanding reached at negotiations. It is the intention of the Company to schedule coverage at the plant over seven (7) days a week, twenty four (24) hours a day.

Various schedules will be required and it is agreed that maintenance employees will be scheduled and required to work same on a weekly shift rotation. The parties have agreed that the Company may schedule maintenance employees on any five(5) consecutive days of the calendar week, with a two(2) day break between both work weeks, at regular rates of pay.

The parties further agree to meet during the term of the agreement to discuss the implementation of shift schedules which would be in excess of eight (8) hours per day.

- 5.7 Rest Periods.** The Company agrees to grant rest periods on the following basis:

- one rest period if the working time of the shift exceeds 2½ hours.
- two rest periods if the working time of the shift exceeds 6½ hours.

The Company and the Union agree the above time periods are for the purpose of determining the number of time periods only and are not necessarily intended to indicate the time at which the rest period will be granted.

Employees will be granted a rest period in overtime provided the overtime shift exceeds two and one-half (2½) hours after the return from the second meal period.

This will confirm the understanding between the Union and the Company with regard to the scheduling of break times on the 2nd pack floor shift.

The Company will endeavor to provide for the lunch break at 2:25pm and the 2nd, rest period at 5:00pm. It is understood that the breaks will vary according to the needs of the business. The company shall make reasonable attempts to limit such adjustments to within 15minutes prior to the scheduled break time or 15 minutes after the scheduled break time.

Where the breaks are to be adjusted outside the 15 minutes time frame, the Company will inform the Chief Steward as to the amended break time and the reason for the change. The Production Manager and the Chief Steward will monitor any variations outside the above time frames and where possible take actions to reduce the variations.

The Company will inform the Chief Steward in advance of any changes to the above break times.

When an employee works overtime, and the overtime extends to twelve (12) continuous hours within a shift, the Company will provide the employee with one(1) fifteen (15) minute paid rest period, and one(1) thirty minute unpaid meal period within the overtime period. The employee is also entitled to the rest periods as per the Collective Agreement for regular hours worked.

The Union agrees that, except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that rest periods are a privilege and must not be abused.

5.8 Meal Allowance. Except for infrequent occasions, it is agreed that employees shall not be required to work more than five (5) hours without a meal period. If employees are required to work in excess of two hours after the scheduled quitting time, or in excess of ten (10) continuous hours, the Company will provide a meal.

If work continues for five (5) hours beyond the first meal allowance, another meal will be provided.

Employees, if required to work in excess of five (5) hours on non-scheduled days, (not to include paid public holidays falling on scheduled work days), will be provided with a meal.

Where the Company does not provide a meal as required above, a cash equivalent in the amount of seven dollars (\$7.00) will be added to his/her net earnings for that fiscal week.

5.9 Weekly Guarantee. The Company agrees to guarantee hourly-rated employees with seniority of three months or longer and not otherwise excluded, in every week of employment during the period April 1st to October 31st, 36 hours' pay at regular rates and during the period November 1st to March 31st, 30 hours' pay at regular rates subject to the following provisions:

(a) The company shall at its discretion adjust gangs in proportion to the work available or expected. To provide employees with their weekly guarantee, the Company shall be free to distribute work within departments and to transfer employees from one department to another, reasonable consideration being given to ability and seniority.

(b) The guarantee shall be reduced by pay for the number of hours for which an employee is not eligible for payment of wages. This will include tardiness or absence from work on any day or part of a day, quitting or hiring during the week, being engaged in a stoppage of work, suspension or dismissal or being on lay-off.

(c) The guarantee shall be the same in weeks in which the paid public holidays occur as in other. Pay received for public holidays shall be regarded as part of the guarantee.

If holidays other than the agreed public holidays are observed by agreement or as required by law, the guarantee in such weeks shall be reduced by the number of hours not available for work.

(d) When an employee's working hours are reduced below the guaranteed minimum in one fiscal week and correspondingly increased in another fiscal week as the consequence of changing shifts, the guarantee if any, for each of the two weeks affected shall be calculated and paid on a proportionate basis as 36 or 30 as the case may be, is to 40.

(e) When there is a shortage of work within the production area, and no other operational needs exist, employees will be given the opportunity to sign a department seniority list indicating their desire to leave prior to the end of their scheduled shift. Election to leave early will be granted in the order of seniority, provided that those employees remaining possess the skill and ability to perform the work.

Those employees who elect to leave early will have their weekly guarantee reduced by the number of hours they elect not to work.

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

(g) It is agreed that when scheduling work the normal work week will be considered as forty (40) hours per week for Full Time employees. The weekly guarantee is considered to be the minimum number of hours payable and it is

not the intent of the Company to schedule the guaranteed hours as a maximum number of hours.

When the number of available hours is reduced the Company will make reasonable effort to allow senior employees the opportunity to maximize their scheduled hours including the adjustment of staff levels and/or gang adjustments.

- 5.10 Injury-shift Guarantee.** An employee injured while working in the plant shall suffer no loss of earnings for the hours he/she would have worked but were necessarily lost on the day in which the accident occurs and/or the first subsequent absence within one week of the date of the accident, if, as a result of such injury, he/she is sent home or to the hospital or for medical attention on instruction from the Medical Department, but if such is not possible then by a Company Representative. Amounts received under Workers' Compensation for such injury shall be deducted from benefits due under this section.
- 5.11 Off Shift Premiums.** The Company agrees to pay a premium of sixty cents (\$.60) per hour to all full-time hourly rated employees for work performed on a regular shift if five (5) or more of their scheduled hours fall between 4:00 p.m. and 5:00 a.m. This premium shall not be considered as part of such employees' basic rate.
- 5.12 Saturday Premium.** Full-time employees whose schedule calls for work on calendar Saturdays shall be paid one and one-half (1½) times their regular rates for all scheduled hours worked on such days and these hours shall be considered as scheduled hours at regular rates for the purpose of the guarantee as set out in Section 8 of Article 5. This premium shall not be considered as part of such employees' basic rates.
- 5.13 Sunday Premium.** Full-time employees working on shifts regularly scheduled to commence prior to 8:00 p.m. on calendar Sundays shall be paid one and one-half (1½) times their regular rates for all scheduled hours worked on such days and these hours shall be considered as scheduled hours at regular rates for the purpose of the guarantee as set out in Section 8 of Article 5. This premium shall not be considered as part of such employees' basic rates.
- 5.14 Weekend Premiums.** The above premiums in Article 5.12 and 5.13 shall not apply to those employees in the Maintenance and Sanitation Departments whose basic work week consists of five consecutive days of eight (8) hours each, with a two (2) day break between work weeks, and for those employees whose shift continues into Saturday.

The two (2) day break shall be treated as a Saturday and Sunday. The day observed as Saturday shall be paid at time and a half for hours worked on such a day and Sunday shall be paid as per Article 5.3.

ARTICLE 6 - BEREAVEMENT PAY

6.1 Bereavement Pay. Employees who have completed the probation period, and upon the death of an immediate family member shall receive twenty four (24) hours of regular pay to allow for grieving, provided that the employee takes the allotted 3 days off.

For the purposes of this clause, immediate family shall be as follows: spouse, daughter, son, mother, father, sister, brother, mother-in-law, grandparent and grandchild.

In the case of sister-in-law, brother-in-law, step-parent, step-child, son-in-law, and daughter-in-law, the employee is entitled to eight (8) hours of regular pay to allow for grieving, provided that the employee takes the allotted day off.

The Company may require the employee to furnish proof of death. The above leaves must be taken within thirty (30) days of the relatives death.

ARTICLE 7 - PUBLIC HOLIDAY PAY

7.1 (a) Public Holiday Pay. The Company agrees to pay all regular hourly rated employees with over “30 calendar days” service, 8 hours’ pay at their regular rates whether they work or not, for each of the public holidays set forth below:

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

and all other Public Holidays proclaimed by the Federal; Provincial or Municipal Governments, provided that all other major poultry plants close on such holiday proclaimed.

For 2011, the Christmas day holiday will be celebrated on Friday December 23rd, the Boxing Day holiday on Monday December 26th and New Years Day will be on January 2nd. Employees who have booked for vacation on the week of December 26th, will be provided with the entire week off by adjusting current and future vacation entitlement accordingly.

In addition to the above an individual “floater” in lieu of Remembrance Day shall be taken anytime during the year but not normally, consecutive with the employee’s annual vacation. The employee will give one weeks notice of the holiday he/she wishes to take and the day selected will be to the mutual convenience of the Company and the employee.

If any of these holidays fall on a Sunday, the Monday following shall be observed and where Monday is also a holiday, the Tuesday will be observed in lieu of Monday.

If any of these holidays fall on a Saturday, at the discretion of management either the Friday preceding shall be observed and where Friday is also a holiday, the Thursday will be observed in lieu of Friday, or the Monday following shall be observed, and where Monday is also a holiday, the Tuesday will be observed in lieu of Monday.

(b) Hourly-rated employees who have worked their seven scheduled working days immediately prior to the public holiday will be paid for the agreed public holidays, even if the plant is closed during the week in which a public holiday occurs provided they have worked on the last seven days the plant was in operation prior to the shutdown unless absent by reason of bonafide sickness or accident. To qualify for this holiday pay, employees must work out their lay-off notice or report for work on recall when required, as the case may be.

(c) Sick Pay and Compensation in Holiday Weeks. The Company agrees to pay to an employee with seniority who would otherwise qualify for holiday pay under 7.1(a) above but who is receiving sick pay or Workers Compensation, the difference between sick pay or Workers Compensation, as the case may be and eight hours' pay at his/her regular rate, as long as he/she continues to receive sick pay or, if on compensation, for holidays occurring during the first 13 weeks of such absence.

(d) Work On Agreed Public Holidays.

(i) The holiday shift for other than day-shift workers will be observed as that shift they would normally have off work when the plant is closed to observe a holiday.

(ii) Hourly-rated employees who are required to work on any of the days observed as holidays within the terms of (i) above, shall receive in addition to any holiday pay to which they are entitled, double his/her regular rate for all hours worked on such days.

(e) Absence - Public Holidays. Employees absent on the work-days next preceding or next following any public holiday shall not be entitled to pay for such holiday unless the absentee received permission from the Company to be absent or was absent because of sickness or for other good cause arising from circumstances beyond his/her control. The Company will advise the Union of such deductions.

ARTICLE 8 - WAGES

- 8.1 Employees will be paid in accordance with the wage classifications as set out in Appendix "A", which is attached to and forms part of this Agreement.

ARTICLE 9 - SENIORITY

- 9.1 **Definition of Seniority.** Subject to the provisions of this Article, "seniority" shall mean accumulated service.
- 9.2 **Probationary Period.** For 3 months after being hired, new employees shall be regarded as employees on probation and shall have no seniority. After 3 months' service they shall become employees with seniority and shall receive credit for seniority from the date of their employment, provided however, that for the purpose of determining the probationary period each full day of absence from work for any reason, will be added to the stipulated 3 month period. Should the company be in a position to discipline a probationary employee, a steward will attend the disciplinary meeting, and a copy of the disciplinary letter will be provided to the steward, and a copy will be faxed to the local Union office.
- 9.3 **(a) Order of Lay-off.** In case it becomes necessary to reduce the working force, the order of lay-off shall be:

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

SECOND: Employees possessing seniority in order of seniority provided those who are retained can perform the required work satisfactorily. Senior employees who can qualify reasonably quickly for the required work will be given an opportunity to do so. Where such an employee cannot qualify reasonably quickly for the required work, the required work will become the job of the second most junior employee in the plant and so on up the line in respect to other junior employees until a job is reached that he/she can qualify reasonably quickly. Those given such trial must have within one week demonstrated they will be able to perform the required work satisfactorily.

Except as otherwise agreed, those with seniority at the time of lay-off, will be given the opportunity of part-time or casual work subject to the provisions of 3(a) or (b). Acceptance or refusal of such work will not affect any right to recall under 3(b).

As an exception to the above, lay-off of employees in the Sanitation classification, including part- time sanitation workers, shall be determined by the length of

continuous service with the company of those employees in the Sanitation department.

(b) Order of Recall. When increasing the work force, the order of recall shall be:

Employees possessing seniority in order of seniority provided they can perform the work satisfactorily.

(c) List on Lay-off and Recall. By local arrangement between the Company and the Steward, the names of employees to be laid off or recalled will be available to the Steward on the same day the employees are notified or on the day prior. A list of the names of such employees shall be forwarded to the Steward within one working day of the notification.

- 9.4** Employees, laid off due to reduction of the working force, shall be given notice of lay-off on the basis of one working day's notice for every completed 6 months' service, but with a maximum notice of two working days and a minimum notice of one working day.

Employees when laid off shall be entitled to their weekly guarantee as set out in Article 5.9 for the week in which such notice is given.

- 9.5 Promotions and Vacancies.** Permanent or temporary vacancies within the bargaining unit shall be filled by promotion within the plant on the basis of seniority, provided the employees possess suitable qualifications for the jobs and can qualify reasonably quickly. In doubtful cases, the Company is willing to discuss the matter with the Steward. All promotions shall be on a probationary basis until the promoted employee has demonstrated that he/she can perform the job satisfactorily.

An employee for whom a vacancy would not be a promotion shall, upon request, receive consideration for the vacancy as set out above.

Employees may only successfully post into a maximum of two (2) posted vacancies per calendar year.

Prior to the commencement of or during an approved Leave of Absence or vacation, an employee may submit in writing to be considered for specific job postings which may occur while the employee is away. An employee will receive equal consideration for a specific job posting upon their return from Leave of Absence or vacation, which must be within five (5) weeks of the posting date.

- 9.6 Requesting Transfer.** If an employee with one or more years of seniority desires a transfer to another department, he/she may submit a written application to the Production Manager. If later a permanent vacancy occurs in that department, those with applications on file shall be given consideration in order of seniority, provided they possess the necessary qualifications and can qualify reasonably

quickly, and provided they have not been transferred under this clause within the previous twelve months.

- 9.7 Absence Due to Accident or Sickness.** If an employee is absent from work, because of accident or sickness, he/she shall accumulate seniority while off work up to the time limits corresponding to seniority as set out in Section 10(d), Allowable Breaks, and shall be returned to the job previously held or to a job carrying a rate equal to that previously held subject to seniority, provided he/she can perform the required work satisfactorily. If the employee would not otherwise have retained his/her previous job and is not placed on a job carrying an equal rate of pay, he/she shall, subject to seniority, be placed on a job he/she can satisfactorily perform. After the expiry of the time limits, the employee shall cease to accumulate seniority but shall, nevertheless, be reinstated as outlined above, subject to seniority, provided he/she can satisfactorily perform the required work if he/she returns from the absence within a period equivalent to his/her length of service up to a maximum period of two years. Application for reinstatement after the expiry of the allowable period shall be considered on its merits.
- 9.8 Lay-off and Recall While Sick.** Employees who are absent from work due to accident or sickness and are laid off shall not accumulate seniority while on lay-off. Employees recalled but unable to return because of accident or sickness shall accumulate seniority for such time as they would have worked up to the time limits corresponding to seniority as set out in Section 10(d), Allowable Breaks. Seniority accumulation shall not exceed a cumulative maximum equal to that of an employee who is not laid off during his/her period of sickness or accident.
- 9.9 Seniority List for Steward.** Seniority records shall be maintained by the Company showing the places on the seniority list of all employees. This list shall be accessible to the Steward of the plant. Upon completion of this Agreement and at quarterly intervals thereafter, or as otherwise agreed, the Company shall deliver to the Steward of the Local Union a list of all employees with seniority, in order of their seniority. In addition, once during the term of this Agreement the Company will deliver to the Steward, a seniority list covering all employees with seniority. The names and service of probationary employees will be added to these lists.

In periods when it is anticipated that employees with seniority may be affected by lay-offs, the Company will provide the Union with an updated seniority list that includes probationary and part-time employees.

- 9.10 When Seniority Lost.** The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when he/she:
- (a) Voluntarily Quits.** Voluntarily leaves the service of the Company, or is dismissed for cause.

(b) Fails to Return on Recall. Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact, or a telegram or a notice mailed to the employees at the last known address of the employee, shall constitute a reasonable effort on the part of the Company, and if within 48 hours of such notice, the employee fails to report for duty, or to advise the Company that he/she will report within two weeks or such longer period as agreed and fails to report on the agreed required date, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ. Where it is necessary to secure workers at notice of less than 48 hours, the Company, if unable to make contact with the senior eligible employee, may recall the next senior eligible employee and so on down the list until the vacancy is filled. Employees rehired under such circumstances shall retain the positions to which they are appointed but provided the employees with whom the Company was unable to communicate in time, later within 96 hours advise the Company of their desire to return to the Company's employ, they shall be eligible for recall on the next occasion of a vacancy in a position for which they possess the required ability.

(c) Election to Decline Recall. An employee with seniority may decline recall up to a maximum of six (6) months, when there are other employees eligible for recall who can satisfactorily perform the required work and report for work when required, subject to the following provisions:

(1) If all those so eligible decline to report, the junior eligible employee will return to work or be considered as having voluntarily left the Company's employment.

(2) Subject to (3) below, an employee who has declined recall will not be eligible for recall nor is the Company obligated to contact him/her until the occasion of the next recall after he/she informs the Company in writing that he/she is available to report for work.

(3) When no other employees who can satisfactorily perform the required work are eligible for recall the junior eligible employee will report when recalled or be considered as having voluntarily left the Company's employ.

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

Length of Employee's Service Allowable Break

Over 3 months to 6 months:

- Time equivalent to one-half his/her length of service.

Over 6 months:

- Time equivalent to length of service up to two years.

An employee who returns to work within the time of an allowable break shall retain the seniority he/she had at the time he/she was laid off, but shall not accumulate additional seniority during the period of lay-off. However, credit for days worked as a part-time or casual employee will be added to the seniority he/she had at the time of lay-off, after being recalled to full-time employment.

(e) Absent Without Permission. Is absent from work without permission for three (3) consecutive working days without furnishing an explanation acceptable to the Company.

9.11 Rehire of Employees. An employee with over 3 months' service, if laid off and later rehired within one year, shall receive credit for his/her past service.

9.12 Rehire of Probationary Employees. Probationary employees, if laid off and later rehired will be given credit for past service, if they complete the probationary period within nine months, from their original starting date.

9.13 Provisions for Trainees. Employees whom the Company is training to fill technical, commercial or supervisory positions may be employed or retained in employment in plant operations irrespective of the seniority provisions of this Article. The Steward shall be advised in writing of such appointments. Except by agreement with the Union, such appointments shall not exceed 1% of the total number of employees covered by this contract. While the total number of employees remains less than 100 in number, the number of such appointments shall not exceed one person. Trainee positions are outside of the bargaining unit.

Where an employee is offered a position outside of the bargaining unit and less than six (6) months time has expired, the employee can choose to return, or the Employer can require the employee to return, to the bargaining unit, within their previous department with no loss of seniority. If the employee returns to their department within six (6) weeks from the first day as a trainee, the employee shall return to their previously held position. This provision is restricted to be used only once by an employee during their employment with the Employer.

9.14 Utility Person. The position of Utility Person shall be a posted position and shall be attained on the basis of seniority. The Utility Person shall receive the maximum rate for the department plus a premium of \$0.50. The Utility Person will be part of the bargaining unit and shall perform the work of the entire group within the department, assist in training of departmental employees, provide familiarization and safety, provide relief on their departmental line and assist in general line production activities as required.

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

9.16 Seniority List. The current list of departments is as follows:

1. Live Receiving
2. Evisceration
3. Pack Floor
4. Shipping
5. Sanitation
6. Maintenance

For the purposes of Vacation only, Early Pack will be considered a separate Department, but will be allowed up to eight (8) people off at one time, or ten percent (10%) which ever is greater.

The Company agrees to provide the Union with a departmental seniority list two (2) times per year.

The Company has the ability to create additional departments or delete or amend departments during the life of this agreement, after discussion with the Union.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.1 Leave of Absence.** Subject to the exigencies of the business, leave of absence without pay up to six months may be granted by the Company on the written request of an employee, provided the reasons stated in the application are sufficient. If leave of absence is granted, the employee shall be advised in writing with a copy to the Union. During an approved leave of Absence at 10.1, 10.2, 10.3, 10.5 and 10.6 an employee's seniority will not be affected.

When planning activities for which a Leave of Absence is anticipated, an employee is expected to make maximum use of vacation schedules to which they are entitled. Absences should be planned as far in advance as possible.

The granting or withholding of Leave of Absence shall be at the discretion of the Company, however, such approval will not be unreasonably withheld.

- 10.2 Leave of Absence for Position with the Union.** Employees, not to exceed two, who are elected or appointed to a full-time position with the Union or a full-time position to represent the U.F.C.W. with the Canadian Labour Congress, shall upon proper notice be granted leave of absence without pay for a period not to exceed the term of this Agreement. An individual who does not return to work or does not apply for a continuation of the leave within 60 days of the renewal of this Agreement will be considered to have left the employ of the Company and forfeit all rights under this Agreement.

- 10.3 Temporary Leave of Absence for Union Business.** Leave of absence for the purpose of attending Union schools, conventions, conferences, or negotiation of this Agreement shall be granted by the Company on a written request from the Local Union subject to the following conditions: Employees, not more than two or as otherwise agreed, at any time, chosen by the Union shall be granted leave of absence not exceeding 30 days providing that the absence of each such employee shall not unreasonably affect the operation of the Company. The Union shall give

the Company written notice of not less than 2 days before the requested leave is to commence. A request for an extension of a leave of absence must be made prior to the expiration of the leave already granted and will be considered in relation to existing conditions.

10.4 Leave of Absence for Public Office. Employees who are elected to municipal government, the Provincial Legislature, or the Parliament of Canada, shall, upon establishing need for same, be granted leave of absence without pay for a period not to exceed five (5) years. Within one month's notice of their desire to return to work with the Company, such employees shall, subject to their seniority, be placed in the position previously held or one at an equal rate, retaining the seniority possessed at the time such leave of absence was granted.

10.5 Pregnancy Leave. Upon receipt of a written request from a pregnant employee with at least 12 months' service along with written confirmation from the employee's physician indicating the expected date of birth, the Company will grant unpaid maternity, parental, or adoption leave in accordance with the Employment Standards Act in the Province of Alberta.

(a) Paternity Leave. An unpaid leave of one day shall be granted to an employee on the occasion of the birth of a child which occurs on the employee's regular work day. A leave will not be granted if the birth occurs while the employee is away from work, on a Statutory Holiday or on his annual vacation.

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

ARTICLE 11 - VACATIONS

11.1 Vacation Calculated to April 1st. Vacations will be based on service computed to April 1st in the year in which the vacation is to be taken, on the following basis:

(a) Vacation Scale. Employees with less than five years' service will receive a vacation with pay in accordance with the regulations of the Province of Alberta.

Thereafter vacations will be granted as follows:

After 5 years' service 3 weeks
After 10 years' service 4 weeks
After 20 years' service 5 weeks
After 25 years' service 6 weeks

(b) Method of Calculating Vacation Pay. Vacation pay for each week of vacation for hourly- rated employees shall be the normal weekly hours at the regular hourly rate, provided that this amount will be reduced by one fifty-second (1/52nd) for each week of absence excepting absences which are:

- (1) With permission up to 30 days annually;
- (2) Due to sickness up to 30 days annually or such longer periods as an employee may be entitled to receive sick pay under the Company's Sick Pay Plan; and
- (3) Up to six months due to a compensable accident.

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

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

It is understood that Company' ability to grant vacation will be subject to the demands of the business. Ten percent (10%) vacation allowance per department will be permitted (except for limitations in early pack). Where possible, at the sole discretion of the Company, in excess of 10% will be allowed. Vacations must be taken as booked.

11.3 Vacations on Termination.

(a) Employees with less than five years' service who leave the Company will receive any unexercised vacation credit in accordance with the regulations of the Province of Alberta.

(b) Those employees who are entitled to vacations in excess of those provided by the Province and who leave the Company for any reason other than discharge for dishonesty will receive:

- (1) Vacation with pay for which they were eligible at April 1st last preceding.
- (2) One fifty-second (1/52nd) of the vacation scale applicable in each case at time of separation for each week of service computed back to April 1st.

(c) Employees who are laid off and are eligible for vacation pay, as above, may leave their vacation pay with the Company for a period not exceeding six months.

11.4 No Carry Over of Vacations. Every employee shall take his/her vacation in the vacation season in which he/she becomes eligible for it. Vacation periods shall not be accumulated from year to year.

11.5 Public Holiday in Vacation. If a paid public holiday falls within the employee's vacation period, the Company will, at its option, either allow the employee concerned a compensatory day's holiday with pay or make payment as provided in Article 7.

ARTICLE 12 - CLOTHING

Launderable outer work clothing, oilskin aprons, oilskin sleeves, gloves, hair nets and head covering specified by the Company as required for work will be supplied to employees. Such clothing remains the property of the Company and, except with permission, shall not be removed from the Company's premises and must be returned for new issue or upon separation of the employee. Clothing not returned when worn out or upon separation will be paid for by the employee. The Company will make the necessary arrangements for the laundering of such clothing. Rubber boots specified by the Company as required for work will be supplied to employees at cost. Replacement rubber boots specified by the Company as required for work will be supplied to employees at no cost. Such replacement boots remain the property of the Company and, except with permission, shall not be removed from the Company's premises and must be returned for new issue or upon separation of the employee.

Safety Footwear. Effective for any purchases after date of ratification, Maintenance, yardman, shipping and cooler employees with more than 6 months' seniority, who purchase safety foot wear for use on the job, shall receive an allowance of up to \$200.00 toward such purchase. Employees with less than 6 months' seniority who so purchase such footwear shall be reimbursed up to \$200.00 toward such purchase on attainment of 6 months' seniority. For a subsequent purchase, employees will again become eligible for this allowance one year from the date of their previous purchase under this provision. Production employees, who wish to purchase footwear in lieu of rubber boots, shall be reimbursed up to \$100.00 under this provision.

ARTICLE 13 - SAFETY

13.1 The Company and the Union agree that health and safety is a priority in the workplace and as such the Company will make reasonable provisions for the health and safety of all its employees. Safety is, however, a responsibility to be shared by all and employees are encouraged to bring forward their ideas to improve health and safety.

Health and safety initiatives are varied and will involve all levels of the organization. They include but are not limited to:

1) Joint Worksite Health & Safety Committee

There shall be a joint health & safety committee comprised of up to 6 members appointed by Management and up to 6 members appointed by the Union. Meetings will be held monthly on Company time with the role of the chairperson alternating between the Union and Management. Minutes will be posted in the lunchroom within 3 days of the meeting.

2) Modified Work Program

The Company understands that employees may suffer both financial and psychological hardship when they are unable to perform their regular job duties. To assist employees in eliminating or reducing the effects of injury/illness, the Company provides a modified work program. Each employee will be assessed on an individual basis, and every effort will be made to find duties suitable for his/her needs. All injured/ill employees are expected to report for work and participate in the modified work program when medical evidence supports their ability to do so.

3) The assignment of an employee to modified work shall be the subject of mutual agreement between the Company and the Union. The parties agree that a modified work program (MWP) will be maintained and the purpose of the program is to return the employees to full productive sustainable employment that adds value to the organization, and to assist the employee to return to work in a safe and healthy atmosphere as soon as possible following, both occupational and non-occupational injury or illness. In order for the MWP to be successful, all parties must fully participate in the program and return to work initiatives. The Company and the Union agree to the following process:

The Company and the Union will identify up to three (3) persons each and jointly train these persons for the purpose of placing employees on modified duty. These trained representatives will form the Committee which shall comprise of an equal number of representatives from each side.

The above Committee will be responsible for placing injured or ill employees in the appropriate jobs.

EMPLOYEE RESPONSIBILITIES

- 1) To provide the Health Centre with timely and specific medical restrictions.
- 2) To cooperate fully with the program and by participating in medical treatment as prescribed by the medical practitioner, or skill and ability testing as required by the Company.
- 3) Employees absent from work due to an injury or illness must maintain bi-weekly contact with the Health Centre.
- 4) Obligated to communicate any concerns with the position or placement to the Committee.

5) Employee must notify the Health Centre of return to work date as soon as possible.

COMPANY RESPONSIBILITIES

1) If the list of job duties have been modified to suit a disabled worker and the worker no longer requires the job, it may revert to its former composition as determined by the Company.

2) Where the Company requests further medical clarification such cost will be borne by the Company.

3) Where the employee is not progressing as expected, and the accommodation period has become prolonged the Company, at its discretion, may request an Independent Medical Exam (IME) and/or a Functional Capacity Evaluation (FCE) to determine if an alternate course of action is needed. The Union and the Company will develop a list of physicians and/or occupational Therapy Clinics to provide the IME or FCE.

4) The employee' physician may select from the list provided or may refer the employee to a physician and/or Occupational Therapy Clinic of his/her choosing, and the Company will cover the costs that are reasonable and customary provided the original FCE report is received by the Company.

5) If an employee in the program is able to perform regular duties as determined by the medical information, he/she shall be removed from the program and returned to pre-injury/pre-illness duties.

GENERAL

1) The Committee will determine as required in conjunction with the medical community, the capabilities of the employee to perform the job.

2) Overtime on a modified job will be offered where the employee assigned the work is capable of working their entire regular daily/weekly shift, and where the Company has a requirement for the work, and where the employee' capabilities permit the employee to perform the work on overtime (except where the WCB does not permit the overtime).

3) Modified jobs can be changed, eliminated or suspended by the Company at any time after discussion with the Committee.

4) Employees in the program may only be displaced by the other employees in the event of a layoff.

5) An employee will become part of the MWP when they require accommodation.

ARTICLE 14 - SICK PAY AND WELFARE PLANS

14.1 (a) Subject to the terms and conditions of the Sick Pay Plan, full-time employees who obtain six months' service will be enrolled in the Sick Pay Plan as a condition of employment.

(b) Effective the first of the month following the date of ratification, Sick Pay will be paid, subject to a three (3) day waiting period, at fifty-eight percent (58%) of the employee's weekly earnings based on forty (40) hours per week at the regular rate of pay up to a maximum allowed under the Employment Insurance Act. Employees with less than 24 months' service in all Job Groups P-1 to M-4 inclusively, will be paid at 58% of the twelve month wage rate of their respective Job Group based on forty (40) hours per week.

(c) The service scale for duration of payments is as follows:

6 months to 18 months' service.....	4 weeks
18 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

(d) The three (3) day waiting period will be waived in respect to an employee who is hospitalized during the waiting period, due to an illness or accident.

(e) The Company will pay the first \$1.00 of the required monthly Sick Pay premium. Effective the pay period closest to the middle of November 2008, the Company will cover 55% of the cost of the premium, and the employee's premium costs will be 45%.

(f) Employees will not be eligible for benefits under the Company Sick Pay Plan for any period for which they are entitled to receive Employment Insurance Sickness Benefits.

14.2 Extended Health Care. The Company will provide an Extended Health Care Plan for a combined maximum of \$5,000 a year. Subject to the terms of the policy the deductible is \$25/\$50 and the coinsurance factor 85%/15%. The deductible will apply only to drugs.

Effective the first of the third month following the date of ratification, the Plan will adopt the Maple Leaf Foods Standard Prescription Drug Plan and eligible full-time employees will be issued pay-direct drug cards.

The Plan will include Vision care with a maximum of \$200.00 every twenty-four (24) months for adults. Same applies to children age 14 and under, or provided this level of coverage every 12 months if change in prescription is required. Effective the pay period closest to the middle of November, 2008.

Full-time employees will become eligible for coverage under the Plan effective the first of the month coincident with or next following the completion of six (6) months' service.

The required premiums will be paid by the Company.

If a benefit under the Extended Health Care Plan is introduced under a compulsory government sponsored plan, the benefit will be discontinued in the Extended Health Care Plan.

Coverage under the Plan will continue until the end of the month in which an employee is laid off. Coverage will be re-instated on the first day of the month coincident with or next following recall from lay-off.

If an individual wishes continuation of these benefits during lay-off, he/she may extend the coverage, for up to three (3) months, provided he/she pays the full monthly premium in advance.

Paramedical Coverage

Effective August 3 2012: The Company will arrange to provide a combined benefit of up to \$300 per year for existing paramedical services with the requirement that services must be prescribed by a Physician. (Chiropractic, Massage Therapy, Osteopathic, Psychologist, Speech Therapist).

Effective August 3, 2013, the combined amount will be increased to \$350.

The Company will arrange to provide a benefit of up to \$150 per year for Massage Therapy coverage (for services prescribed by a Physician and preformed by a registered massage therapist).

The Company will arrange to provide hearing aid coverage up to \$500/5 years. Effective the pay period closest to the middle of November, 2008. The Company will arrange to provide a benefit for breast prostheses and wigs at the insurer's reasonable and customary level. Effective the pay period closest to the middle of November, 2008.

14.3 Life Insurance. Effective August 3, 2012, eligible employees will be covered for \$38,000.00 Life Insurance.

All full-time employees will become eligible effective the first of the month coincident with or next following the completion of three (3) months' service.

The Company will pay the full cost of the Life Insurance coverage provided above.

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

The Company will arrange to provide life insurance to cover spouse and dependent children, in the amount of \$5,000.00 for spouse and \$2,500.00 for dependent children effective November 15, 2008.

- 14.4 Dental Insurance Plan.** The Company agrees to participate in and contribute to the Alberta Retail Meat Industry Dental Insurance Plan effective January 1, 2006 .

Effective Date of Ratification (August 18, 2011) the Company will increase the contribution to the Dental Plan to forty five cents (\$.45) per hour to a maximum of eighteen dollars (\$18.00) per week for all hours paid by the Company to members of the Bargaining Unit (hours paid shall include Hours Worked, Vacation, General Holidays, Company sick plan, Jury Duty, Bereavement Leave, etc.) up to a maximum of 40 hours per week. The parties recognize that, beginning August 3, 2012, and for the remainder of the contract, the dental premiums may be increased as required by the plan trustees, up to a maximum total contribution of \$0.48/hr by the end of the Collective Agreement.

The Company and the Union agree to the original method of selection of Company and Union trustees to administer the Plan. It is agreed that the terms of the Plan and its administration will be entirely the responsibility of these original trustees or their valid replacements, provided that the Plan is administered consistently with this Collective Agreement subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Company and the Union agree to be bound by the actions taken by the Company and the Union trustees under the Plan.

- 14.5 Alberta Health Care.** Effective the first day of the month following ratification, the Company will pay the Alberta Health Care Premiums.

Such premiums will be payable for all full time employees covered by this agreement, effective the first of the month coincident with or next following the completion of six months' service.

The Company will pay the required premiums in the month in which an employee is laid off, and will resume payments commencing with the premium required for the month following the date of recall from lay-off. The Company will not be responsible for any other premiums required for the period of lay-off.

ARTICLE 15 - HARASSMENT

- 15.1** The Union and the Company agree that the workplace should be free of Harassment. The Company and the Union will cooperate with each other in an effort to prevent and work towards eliminating Harassment.

When an employee alleges that Harassment occurred on the job the employee shall be free to inform either management or the Union and is assured of confidentiality in the matter.

ARTICLE 16 - PLANT CLOSING

16.1 When it becomes necessary to close the plant, and it is not expected that those affected will be re- employed, a separation allowance will be paid to those employees, subject to the following:

- (a)** They have one or more years' seniority.
- (b)** They are actively employed with the Company and accumulating seniority or have been laid off within the thirty-day period preceding the date of notice of closing. Employees on leave of absence up to one year, and employees receiving Workers' Compensation or off sick will be eligible, provided they have not been off work in excess of the time limits corresponding to seniority as set out in Article 9, Section 10(d).
- (c)** They have not refused an offer of other employment by the Company in the plant or in another unit of the Company, the location of which is reasonably accessible.
- (d)** They have not been granted retirement on a pension.
- (e)** They have not been transferred to another unit of the Company.
- (f)** The closing is not brought about by war, strike, walkout, work stoppage, slow-down or other cessation of work, fire, government action or Act of God.
- (g)** In order to qualify for separation allowance employees will continue to work in a satisfactory manner as long as required.
- (h)** The scale of separation allowance shall be as follows:

<u>Years of Completed Service</u>	<u>Amount</u>
1	\$ 350.00
2	450.00
3	550.00
4	650.00
5	750.00
6	900.00
7	1,100.00
8	1,250.00
9	1,400.00
10	1,600.00

11 to 20	The ten-year allowance plus \$275.00 for each year over ten.
21 and over	The twenty-year allowance plus \$325.00 for each year over twenty.

16.2 Employees who accept separation pay under the provisions of this clause shall on so doing terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

16.3 In respect to those employees who are eligible for separation allowance under this Article, the Company will continue to contribute to the Group Life Insurance, Extended Health Care, Dental Insurance Plan and Alberta Health Care Plan. Such contributions shall continue for a period of up to three months following the month in which the plant is closed and will be made on the basis existing at the time of closing.

ARTICLE 17 - GOVERNMENT REGULATIONS

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

ARTICLE 18 - RECOGNITION OF STEWARDS

18.1 The Union agrees to appoint or elect, and the Company agrees to recognize, stewards to deal with matters affecting employees in departments in the plant.

The duties of a steward shall be to assist employees in the presentation of any grievance that properly arises under the provisions of this agreement.

The Company also agrees to recognize the Chief Steward of the Local Union and a Grievance Committee of not more than two (2) members, one of whom shall be the Chief Steward. In the absence of either of the above, the Union may appoint substitutes.

All stewards, members of the Grievance Committee and substitutes shall be regular employees of the Company with a least six months seniority.

The Union shall advise the Company, in writing, of the names of the Chief Steward, Stewards, Grievance Committee Members and substitutes.

The right of stewards to leave their work without loss of pay at regular rates to assist employees in the presentation of any grievance is granted on the following conditions:

- (i) Such business must be between the Union and Management.
- (ii) The time shall be devoted to the prompt handling of grievances.
- (iii) The steward concerned shall obtain the permission of the Supervisor concerned before leaving his/her work. Such permission shall not be unreasonably withheld.
- (iv) In the event that the Company deems it necessary to meet with an employee on a matter of discipline, the employee will be accompanied by a Steward. Where a Steward is not on the premises, the employee may be accompanied by another bargaining unit member of the employees choice.

The Company agrees to admit to its plant lunchroom the business agent for the Union for the purpose of dealing with the administration of this agreement provided he/she notifies the Company.

The Union WCB Representative will be admitted to the plant lunchroom provided he/she notifies the Company. Access to the plant will be permitted in accordance with the Company's visitor requirements.

The Company and the Union agree to convene a meeting of the Joint Labour Management Committee monthly, or at a frequency to be determined by the parties. The purpose of the committee will be to form a mutually supportive relationship where matters pertaining to Labour relations will be discussed.

The Committee will be comprised of the following individuals:

- 1) For the Union – Full time Union Representative, Chief Steward or his/her designated representative and one other member of the bargaining unit.
- 2) For the Company – up to three (3) representatives of the Company.

ARTICLE 19 - SETTLEMENT OF COMPLAINTS AND GRIEVANCES

- 19.1** Any complaint or disagreement between the parties hereto concerning the interpretation, application, or any alleged violation of the terms of this Agreement shall be considered a grievance.
- 19.2** Grievances not presented to the employer within fifteen (15) working days from the date the Grievance arose shall be waived.
- 19.3** Grievances concerning the suspension or dismissal of an employee not presented to the employer within ten (10) working days from the date the grievance arose shall be waived. The Company will notify the Union in writing within one (1) working day if an employee is given a disciplinary letter or is discharged. Where notification of dismissal or suspension is not given within one working day, and,

if a grievance is to be filed, it may be submitted within ten (10) working days of the receipt of the notice by the Union. The termination of a probationary employee for suitability issues shall not be the subject of a grievance.

- 19.4** If an employee feels he/she is suffering a grievance, he/she should report the grievance at once in the manner described in the first Step below. Pending its investigation and settlement, he/she should mean-while try faithfully to perform the duties assigned to him/her.

Upon expiration of two (2) years from the date of occurrence upon which a disciplinary entry or adverse reference to an employee's conduct was entered in the employee's personnel file, the Company will be precluded from using such entry or reference in any disciplinary action.

- 19.5 a) First Step.** The Union and the Company agree that an employee having a grievance as outlined in Article 19.1 shall discuss the matter with his/her immediate superior and each party shall make a sincere attempt to resolve the matter. The employee may request the Shop Steward or Union Representative to do so on his/her behalf.

b) Second Step. If the employee is dissatisfied with the decision of his/her immediate superior, the grievance shall be presented to the General Supervisor in writing and shall state the nature of the grievance and the redress sought. The Chief Steward and/or the Local Union Representative, the General Supervisor and one other member of Management will arrange to meet. If a satisfactory settlement cannot be reached within ten (10) working days from receiving the written grievance, either party may submit the grievance to the Third Step of the grievance procedure.

c) Third Step. The Union Representative or Representatives, the Plant Operations Manager and/or the Regional Manager, and the Labour Relations Representative of the Employer shall meet and in good faith shall endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party fails to meet the other within ten (10) working days, either party may by mutual agreement, by written notice served on the other require submission of the grievance to Mediation or by either party to a Board of Arbitration. Such Mediator or Board to be established in the manner provided in Article 20 of this Agreement.

- 19.6** Company grievances shall be given to the Local Union Representative in writing and shall commence at the second Step of the grievance procedure. If not settled, the matter may be proceeded to mediation and/or arbitration in the same manner as the employee grievance.

- 19.7** Limits Imposed on Grievances. Time limits referred to in the Grievance Procedure and Arbitration's may be extended by mutual consent.

Settlement of a grievance in any step of the grievance procedure shall prevent the grievance from being processed further.

All reference made to number of working days or time limits in the different steps of the grievance procedure shall exclude Saturdays, Sundays, and holidays recognized in the Agreement and any other days when the plant is not producing.

ARTICLE 20 - ARBITRATION

- 20.1** If a satisfactory settlement cannot be reached in the grievance procedure, the parties agree that any grievance which has been properly carried through the steps as outlined in Article 19, may be referred to a Mediator or Board of Arbitration at the written request of either party within ten (10) working days of no settlement in the Third Step of the grievance procedure.
- 20.2** The party requesting Mediation or arbitration shall notify the other party by providing a list of three (3) names it is willing to accept as mediator, or in the case of arbitration as a single arbitrator. The party receiving the notice shall either accept one of the names suggested to act as a mediator, or arbitrator, or if it does not accept any of these names, notify the other party accordingly and provide a list of three (3) names it is willing to accept as the mediator or arbitrator. If the parties are unable to agree within twenty (20) working days after the request for mediation or arbitration on a single Mediator or Arbitrator either party may request in writing that the Director of Mediation Services of the Province of Alberta appoint a Mediator or Arbitrator.
The parties may mutually agree to appoint a tribunal as an alternative to the above Article. In such an event, each party will appoint a nominee to the Board within ten (10) working days of receipt of notification of the desire to arbitrate. The nominees will then appoint an impartial chairperson within seven (7) working days. If a chairperson cannot be agreed upon, either party may request the Director of Mediation Services of the Province of Alberta to appoint a Chairperson.
- 20.3** No person shall serve as a mediator or on the Board of Arbitration who is involved or directly interested in the dispute under consideration. Grievances submitted to the Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- 20.4** The Board of Arbitration shall not have any power to alter or change any provision of this Agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matters not covered by this Agreement.
- 20.5** The decision of the Board of Arbitration will be deemed to be binding on all parties.

- 20.6** For the purpose of Section 140 of the Alberta Labour Relations Code, the Company and the Union agree that dismissal is the appropriate penalty for theft. Where the Board of Arbitration is satisfied that theft has been proven, the Union relinquishes its right to request that the penalty imposed by the Company be changed, and the Board of Arbitration shall not have the authority to change the penalty.
- 20.7** Each of the parties to the Agreement will jointly share the expense of the Chairperson of the Board of Arbitration and or the cost of Mediation.

ARTICLE 21 – TEMPORARY FOREIGN WORKER PROCESS

- 21.1** In order for the Company to continue operations effectively, Maple Leaf Poultry is committed to build on its International recruitment success through employment of Temporary Foreign Workers (TFW) as a supplement to domestic hiring. Immigrant recruitment is one of our key organizational staffing strategies which will continue to play a part of our Edmonton Staffing plans for the foreseeable future, and includes providing opportunities for foreign workers to retain their employment through either work permits and/or options in the Alberta Immigrant Nominee Program (AINP).

To facilitate the foreign recruitment process across Maple Leaf Foods, an International Recruitment Office (IRO) has been established within the Company. A local IRO coordinator (or designate) facilitates the coordination and administration of Provincial Nomination (PN) and Permanent Residency (PR) applications.

The process developed by the IRO, in conjunction with the development of a local joint Company/Union committee will enable parties to welcome and assist our international employees as they integrate into the new work and communities within Edmonton. The following will confirm the understanding reached at negotiation between Maple Leaf Poultry and the United Food and Commercial Workers Union, Local 1118 as it relates to the Foreign Recruitment Initiative and the process which will apply to future temporary foreign workers.

- The Company will notify and request the Unions support for each LMO pre-approval request, and the Union will not unduly withhold its support.
- The Company will communicate openly regarding the confirmation of Labor Market Opinions, the number of international recruits requested on application, scheduled date of arrival, and the maintenance of a list of international recruits.
- Following the date of ratification the company expects to limit the number of international recruits to 49 workers within a 12 month period. If business requirements change the Company may request an addition LMO and the Union will not unduly withhold support of such request.
- During the term of the contract the Company will cover the cost of airfare to/from the country of origin as per HRSDC requirements.

- The Company will arrange for initial housing of international recruits in reasonable, affordable and proper accommodation.
- The Company will ensure health care is accessible for international recruits, and if necessary make arrangements with a local physician. If medical attention is required prior to the receipt of Alberta Health Care cards, the physician can bill the Company. The Company will then seek reimbursement from Alberta Health Care.
- Make accessible an English Language Program (if required according to assessments) to be provided by the Union or another arrangement if acceptable to the parties in compliance with the Provincial Nominee Program (PNP) requirements. Compensation for this education will be arranged between the Union and the Company at market competitive rates.
- Explanation of pay rates, legislative deductions, and Immigration and Landed Citizenship requirements will be provided to the International recruits by the Company.
- The Company will undertake a review of all temporary foreign workers in their seventh (7th) month of employment. All eligible temporary foreign workers will have their name submitted for nomination to the PNP. This submission will be shared with the Union.

To support these processes a joint Temporary Foreign Worker Committee will be formed. The Company and the Union will identify up to three (3) persons each to serve on this committee, and the purpose of this committee will be as follows:

- Meet following the date of ratification and no less than bi-monthly thereafter to collaboratively address issues that may arise relative to international recruits;
- Assist nominated candidates with the AINP and PR application;
- If changes are made to the Alberta Government's Temporary Foreign Worker Program (AINP), the Company and the Union shall meet to discuss if the changes necessitate any amendments to the functionality of this committee.
- Temporary Foreign Workers who do not meet the eligibility criteria will be reviewed by the committee to discuss and resolve. This may include the worker returning to their country of origin.

The Company and the Union recognize that the Temporary Foreign Worker process is subject to Provincial and Federal government requirements and conditions that may change over time. Nothing in this agreement shall contravene legislation.

Should any of the commitments of the Company or the Union covered under this Letter of Agreement be in dispute, the parties agree to the following mechanism for resolution:

Either party will immediately notify the other of the specific complaint or disagreement and suggested resolution. The first step in the process will involve discussion amongst the Plant Manager, Human Resources Manager, Chief Steward, and Union Representative or their designates. If satisfactory resolution can not be achieved within five (5) days (or such longer period as agreed upon by the parties) then the specific issue will be presented in writing by the Plant Manager and/or Union Representative to the Local Union President, Director, Human Resources Director, Manufacturing.

If satisfactory resolution cannot be achieved within a reasonable time frame at this stage then the matter may be referred to a single Mediator or Arbitrator at the written request of either party and the cost shall be equally borne by the parties. The Arbitrator will be selected as either one of;

Andrew Sims or Vince Reddy

The Arbitrator will not have the power to alter or change provision of this Letter of Agreement, nor to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Letter of Agreement, nor to deal with any matters not covered by this Letter of Agreement.

ARTICLE 22 – VACATION SCHEDLING

22.1 This will confirm the understanding between the Company and the Union with regard to the scheduling of vacations.

Vacations will be scheduled in accordance with Article 11.2. For further clarity, notwithstanding Article 11.2 the maximum number of employees from the early pack floor cannot exceed 10 employees.

Should the Company require a change to the configuration of the pack floor department, a meeting will be convened with the Union to discuss whether this letter requires amendment as a result of the change.

For all department vacation scheduling the following will apply:

Prime Time is defined as:

- Commencing the second full week in June through to the first full week of September; and
- Commencing the first full week before Christmas through to the first full week after Christmas.

Following date of ratification and no later than November 1st in each year of the Collective Agreement the Company will meet with the Union to inform them of the exact dates as above and will post a notice informing employees of these dates. At the same time the Company will notify the Union and employees when Remembrance Day will be observed.

Employees may schedule up to 3 weeks in Prime Time as per their seniority.

Provided that the Company can accommodate such requests, once every four (4) years, an employee may use all their vacation entitlement scheduled by seniority, during Prime Time on the condition they are traveling out of the country;

- Proof of tickets must be provided to Company;
- Misuse of this option is subject to disciplinary action;
- If for any reason the trip were cancelled, the employee's vacation would be adjusted to 3 weeks in Prime Time and the remainder scheduled to another available time.

For the purposes of calculating 10%

1.5 = 1 person away

1.6 = 2 persons away

When a new employee schedules vacation, they can only schedule during Prime Time if it was not booked. For example, if the time is open as a result of someone quitting, they may not select it. If it is available because it was never booked, they may select it.

Vacation will be booked all at once. Vacation may not be swapped or traded among employees.

Employees scheduling vacations in a week when a statutory holiday falls will be able to schedule these days in lieu by seniority once all department vacation is booked. (Article 11.5)

The parties recognize that special circumstances may arise after an employee has booked their vacation. Special circumstances would be defined as urgent and unplanned. Should this type of situation arise, the Company and Union will meet to consider such request and may mutually agree to grant it.

The parties recognize the agreement to change the vacation scheduling practice to coincide with the April 1 to March 31 vacation entitlement calendar. Starting in 2012, the vacation booking period will take place in February for vacation selection beginning in April of each year. For the first year of the transition (2012), the company will make every effort to work with individuals who wish to take vacation between January 1 and March 31.

ARTICLE 23 - EXPIRATION AND RENEWAL

This agreement shall be in effect from August 3rd, 2011 until August 2nd, 2014, and thereafter from year to year, but either party may, not more than 90 days and not less than 30 days before the expiry date of such Agreement, give notice in writing to the other party to terminate such Agreement, or to negotiate a revision thereof.

During the period of negotiation resulting from any of the previous above, the Agreement shall remain in full force and effect.

SIGNED, at Leduc, this 3rd day of August, 2011.

Albert Johnson
Michael Toal
Ken Hawryluk

UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 1118

Ken Johnston
Ian Bellett
Lee Woolsey
Justin Boyd

MAPLE LEAF POULTRY
MEMBER OF
MAPLE LEAF FOODS INC

APPENDIX “A”

JOB GROUPS AND WAGE RATE PROGRESSION

1. Each employee’s wage rate shall be determined by his/her service and the job classification within which he/she is normally employed for the greater part of his/her time, provided he/she satisfactorily performs the required work on a regular basis.

A new employee shall become eligible to receive the rate of the job group or classification for which he/she was hired, less the differential for new employees as applicable, when qualified.

An employee who is regularly assigned to work within a higher rated job group or classification will receive the higher rate when qualified.

2. “Qualified” as used above shall be interpreted to mean ability to regularly perform the job(s) without instruction or assistance. Except by agreement with the Union, the period of qualifying shall not exceed six weeks, after which the rate shall be paid.

This clause is subject to the application of Clause 3 below as it pertains to employees who have not reached the base rate.

3. New employees shall receive a starting rate of 70% of the rate of the job or jobs they perform. Automatic increases of 5% will be granted on the completion of each five (5) months’ service. After 30 months’ service, the job rate will be paid.

It is agreed that the differential for new employees applicable to all other employees will not apply to those classified in Groups P-6, M-2, M-3, and M-4. The starting rate for new employees hired in these groups will be sixty (60¢) cents per hour below the job rate. Automatic increases of ten (10¢) cents per hour will be granted on the completion of each four months’ service. After 24 months’ service, the job rate will be paid.

4. When an employee is required temporarily to fill a higher-rated classification, he/she shall receive the higher rate, but if required temporarily to fill a lower-rated classification, he/she shall receive his/her regular rate.

5. When an employee is transferred to a lower-rated classification, his/her rate shall not be reduced for a period of six (6) weeks including lay-off, after which the lower rate shall prevail, except when such transfer is the result of inability to perform the job, health or request, in which case the lower rate shall apply immediately. This will confirm our understanding with respect to the application of appendix "A", Section 3. (New hire starting rate) of the Collective Agreement as it pertains to part-time employees.

Thirty (30) months' service shall be interpreted to mean 5200 hours of work. Five (5) months' service shall be interpreted to mean 867 hours of work.

6. Part-time employees will receive a starting rate of 70% of the rate of the job or jobs they perform. Automatic increases of 5% will be granted on the completion of each 867 hours service. After 5,200 hours they will receive the rate of the job or jobs they perform as set out in Appendix "A" of the Agreement.

Part-time employees who the Company decides to offer full-time employment, will receive service credit towards the full-time new hire starting rate, on the basis of their total number of part-time hours worked divided by 40.

A casual employee will remain at the starting rate as long as he or she is employed on a casual basis. Hours worked as a casual employee will not be considered if such casual employee is subsequently hired as either a full-time or part-time employee.

7. Effective date of ratification the wage increases that follow include increases within the wage progressions, at top rates, special Edmonton market adjustments and annual wage increases over the term of the agreement.

Effective August 3 2011

All active employees are to receive \$100 signing bonus.

All active, top-rated employees to receive **\$0.40/hr**

All other active employees to receive **\$0.20/hr**

Effective July 29 2012

All active top-rated employees to receive **\$0.45/hr**

All other active employees to receive **\$0.25/hr**

Effective August 4 2013

All active top-rated employees to receive \$0.45/hr

All other active employees to receive \$0.25/hr

The preceding wage adjustments are reflected in the wage classifications as follows:

	Date of ratification		
	August 3 2011	July 29 2012	August 4 2013
P-1			
New Hire	13.62	13.87	14.12
5 months	14.27	14.52	14.77
10 months	14.92	15.17	15.74
15 months	15.57	15.82	16.07
20 months	16.22	16.47	16.72
25 months	16.87	17.12	17.37
30 months	17.97	18.42	18.87
P-2			
New Hire	13.82	14.07	14.32
5 months	14.48	14.73	14.98
10 months	15.14	15.39	15.64
15 months	15.80	16.05	16.30
20 months	16.46	16.71	16.96
25 months	17.12	17.37	17.62
30 months	18.25	18.70	19.15
P-3			
New Hire	14.06	14.31	14.56
5 months	14.74	14.99	15.24
10 months	15.42	15.67	15.92
15 months	16.10	16.35	16.60
20 months	16.78	17.03	17.28
25 months	17.46	17.71	17.96
30 months	18.59	19.04	19.49
P-4			
New Hire	14.21	14.46	14.71
5 months	14.90	15.15	15.40
10 months	15.59	15.84	16.09
15 months	16.28	16.53	16.78
20 months	16.97	17.22	17.47
25 months	17.66	17.91	18.16
30 months	18.81	19.26	19.71
P-5			
	19.81	20.26	20.71
P-6			
	20.36	20.79	21.24
P-7			
	21.35	21.80	22.25

M1 (Maintenance Mechanic without valid trades ticket)			
New Hire	14.41	14.66	14.91
5 months	15.16	15.41	15.66
10 months	15.91	16.16	16.41
15 months	16.66	16.91	17.16
20 months	17.41	17.66	17.91
25 months	18.16	18.41	18.66
30 months	20.34	20.79	21.24
<hr/>			
M2 (Maintenance Mechanic Level 2)			
	21.35	21.80	22.25
<hr/>			
M3 (4th Class Stationary Engineer)			
	25.95	26.40	26.85
<hr/>			
M4 (Ticketed Journeyman)			
	35.31	35.76	36.21
<hr/>			
Apprentice:			
Yr 1 60%	21.19	21.46	21.73
Yr 2 70%	24.72	25.03	25.35
Yr 3 80%	28.25	28.61	28.97
Yr 4 90%	31.78	32.18	32.59

Effective following date of ratification, employees shall be paid Premiums for:

Chief Engineer	\$0.25 cents
Chief Electrician	\$0.50 cents

SUMMARY OF JOB GROUPS

PRODUCTION

GROUP P-1

- All jobs not assigned to the Groups below shall be considered to fall in Group P-1.

GROUP P-2

- Tray Pack Machine Operator
- Scale Operator
- Evis/Inedible Operations Person
- Powerjack Operator
- Cooler Person
- Cut-up Operator
- Saw Operator
- Marinator

- Evis Tech

GROUP P-3

- Sanitation
- M.S.M. Operator
- Pre-Evis
- Cavity Check
- Viscera

GROUP P-4

- Shippers
- Receivers

GROUP P-5

- Live Poultry Hanger
- Live Poultry Receiver

GROUP P-6

- Service Technician Level 1

GROUP P-7

- Service Technician Level 2

Service Technicians – Dedicated technicians who would be able to do a certain amount of non-ticketed maintenance to the machines within the production floor.

MAINTENANCE

GROUP M-1 Maintenance Mechanic Level 1

Employees who do not have a valid trade ticket or certificate and who are not in an apprenticeship program. Employees in this classification must have the necessary skills, ability, and mechanical aptitude to assist qualified maintenance personnel with their duties.

After date of ratification, employees who are moved into this classification are expected to progress to the M@ classification within a 1 year-time frame. Those who are not able to progress within this time frame and who are not expected to progress within the next 6 months, will be returned to production.

GROUP M-2 Maintenance Mechanic Level 2 -

After date of ratification, employees who are moved into the M2 classification will have initiated the process of enrolling in an applicable apprenticeship program, have completed 2000 hours as a Maintenance Mechanic 1 and must be able to demonstrate the following:

- Ability to perform preventive maintenance assignments
- Ability to troubleshoot and repair equipment throughout the plant
- Ability to be trained on new or different equipment in the plant

For employees awarded the M2 classification after the date of ratification, the employee will return to production if they have not been indentured into an applicable apprenticeship program within a 1 year time frame.

GROUP M-3 4th Class Stationary Engineer

GROUP M-4 Journeyman Tradesperson (with either a Provincial or Inter-Provincial Ticket) or a 3rd Class Stationary Engineer.

- Employees employed in an Apprenticeship Program approved by the Alberta Career Development and Employment Dept. will receive rates of pay and pay increases based on experience in the trade.

- Apprentices in the 3 year Trades will be paid a percentage of the wage rates established in the Collective Agreement under M-3. Year One - 75%, Year Two - 80%, Year Three - 90%.

- Apprentices in the 4 year Trades will be paid a percentage of the wage rates established in the Collective Agreement under M-4. Year one - 75%, Year Two - 80%, Year Three - 85%, Year Four - 90%.

The Company commits to continuously hire to fill budgeted number of skilled trades positions in the plant.

Following ratification, the Company will make offers of employment to existing contractors still working at the plant to supplement full time vacancies in the Maintenance department. Should any of these contractors refuse an offer of full time employment, the Company will immediately seek to recruit a suitable qualified person to fill the vacancy,

In the event the Company requires outside services in the Maintenance department the following relevant factors will be taken into consideration: i.e. availability of required skills, duration and frequency of the work required, urgency of the work required, cost and availability of equipment.

When the Company determines there is a need for such outside services that have direct impact on the Maintenance department, the Company will first meet to discuss the situation with the Union to foster an amicable relationship of having the work performed by outside contractors, which may include the use of Maintenance Helpers or Apprentices. If such Helpers or Apprentices are required, the Company will post and accept applications from within the plant employees' base for these positions. The Company will support Maintenance Helpers pursuing the Apprenticeship program for required trades.

September 6, 1996

Mr. Jack Westgeest
United Food & Commercial Workers

Union Local 312A
208, 8711A-50 Street
Edmonton, AB T6B 1E7

Dear Mr. Westgeest,

This is to confirm that in the event of complete plant closure during the term of this Collective Agreement, the Company will set up a joint Union/Management Plant Closure Committee. This committee will consist of the following individuals:

- 1) For the Union - up to three members designated by the Union.
- 2) For the Company - up to three members of management.

This committee will deal with the various issues concerning employees and the Company will make a sincere effort to give as much notice as possible in the event of a complete plant closure.

This letter will be null and void and have no force or effect following the current term of this Collective Agreement.

Yours truly,
Pauline MacRae
Pauline MacRae
Human Resources Manager

PM/lb

October 28, 2008

LETTER OF AGREEMENT

RE: PERSONAL CLEAN UP TIME

During collective bargaining, the Union raised a concern regarding personal clean up time. To address this concern, the Company and the Union will form a special joint committee with equal representation including up to three (3) members of management and up to three (3) member of the Union designated by the Union which may include a full time Local Union Business Representative. The Role of this committee will be to:

- 1) Review current personal clean up standard operating procedures and practices;
- 2) Analyze and discuss ways to minimize bottlenecks and maximize efficiencies in the clean up process;
- 3) Develop a list of best practices around personal clean up time utilization that can be implemented to benefit employees.

The special committee will be assembled immediately following ratification and will make final recommendations within 60 days of ratification.

Within 30 days (or any other timeline mutually agreed) of receiving the committee's final joint recommendations, the Company will ensure such recommendations have been implemented.

If necessary, the committee will convene on the issue of personal clean up time.

Norm Sabapathy

Norm Sabapathy
Vice President, Human Resources (Operations)

APPENDIX "B"

MAINTENANCE WAGE SURVEY – Edmonton

In order to establish rates of pay for the **Maintenance Ticketed Journeyman** the Company will choose approximately 10 relevant labour market competitors for the purpose of conducting an annual maintenance wage survey. The purpose of the survey is to ensure that Maintenance employees are competitively paid so that the Edmonton plant attracts and retains its skilled Maintenance workforce. It is understood that the companies used may change from year-to-year to ensure the relevant labour market is considered. The following criteria will be used to select which Companies to survey:

- i) Industries that are in direct competition for skilled trades within Edmonton, but may also include companies which operate outside the immediate geographic area;
- ii) The companies must be able to reasonably validate the data;
- iii) The selection of specific companies should not be used for the purpose of manipulating the outcome of the survey;
- iv) The companies surveyed should employ certified skilled trades, performing work consistent with that certification;

The company agrees to discuss with the Union which companies are to be used as well as the rationale as to why they have been selected, on an annual basis. If the Union feels that the Companies selected do not fit with the above criteria, the matter may be referred to a third party for resolution.

The positions of the required licensed skilled trades, as determined by the Company will be benchmarked at each of the identified companies. The highest and the lowest rates will be removed, and the remaining rates will be averaged. If this average is more than 3%

above the Maple Leaf rate for the comparable position, then Maple leaf rate will be adjusted to this average.

In order to continue receiving the benefit of the Maintenance Wage Survey, employees must commit to upgrading their skills to ensure they are working towards proper certification in the jobs they are performing.

This survey will be completed in November of each year, with any required adjustments effective the first pay period in January (in 2010, the survey will be completed in June and changes will be effective August 16, 2010).

Maintenance rates established under this provision are not subject to the grievance or arbitration process.

Maintenance Wage Increases

In the event that the company is unable to attract an adequate number of qualified skilled trades (M4) employees with the increases generated through the wage survey, the company shall have the discretion to implement a further increase for all employees in the required classification after discussion with the union.

Any rate adjustment as a result of the survey will be in addition to the negotiated annual increase and shall form part of the Collective Agreement.

Signed on August 18, 2010

Lee Woolsey, HR Manager
Maple Leaf Poultry

Michael Toal, Business Representative
UFCW Local 1118