

SOURCE	Company		
EFF.	97	09	24
TERM.	99	09	23
No. OF EMPLOYEES	480		
NOMBRE D'EMPLOYÉS	CB.		

COLLECTIVE AGREEMENT

BETWEEN

MAPLE LEAF POULTRY

100 ETHEL AVE

TORONTO, ONTARIO

A MEMBER OF MAPLE LEAF FOODS INC.
(hereinafter called the Company)

AND

UNITED FOOD AND COMMERCIAL

WORKERS INTERNATIONAL UNION

LOCAL 114P

AFL, CIO, CLC
(hereinafter called the Union)

September 24, 1997 - September 23, 1999

ENTERED

11381 (01)

CONTENTS

ARTICLE	DEFINITION	PAGE
1	RECOGNITION AND COVERAGE	1
2	STEWARDS AND NEGOTIATING COMMITTEE	1
3	MANAGEMENT RIGHTS	2
4	NON-INTERRUPTION	2
5	GRIEVANCE PROCEDURE	2
6	ARBITRATION	4
7	DISCHARGE CASES	4
8	WAGES AND BENEFITS	5
9	HOURS OF WORK AND OVERTIME	5
10	PLANT HOLIDAYS	6
11	PROBATIONARY PERIOD	7
12	SENIORITY	7
13	NOTICE BOARD	10
14	LEAVE OF ABSENCE	10
15	REST PERIODS	11
16	VACATIONS	11
17	SAFETY AND HEALTH	12
18	TEMPORARY ASSIGNMENTS	12
19	WORKING FOREMAN AND LEAD HANDS	13
20	STUDENTS	13
21	TOOL ALLOWANCE	13
22	TERMINATION	13
	SCHEDULE "A" JOB CLASSIFICATION AND HOURLY WAGE RATES	15
	SCHEDULE "B" EMPLOYMENT HEALTH AND WELFARE INSURANCE	17

PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define more clearly hours of work; wages and conditions of employment; to provide an amicable method of settling differences or grievances which may from time to time arise; to promote interests of the Company and its employees, and to provide for the operation of the Company's plant under methods which will service the interest of producers and consumers as well as those of the Company and its employees.

ARTICLE 1 - RECOGNITION AND COVERAGE

- 1.01** The company agrees to recognize the Union as the sole and exclusive agent of all employees at Maple Leaf Poultry, a division of Maple Leaf Foods Inc. (in the Municipality of Metropolitan Toronto) save and except foreman, persons above the rank of foreman, office and sales staff.
- 1.02** All employees shall, as a condition of employment, authorize the deduction of Union dues and initiation fees, or an equivalent amount. Such weekly deductions will commence the first full week following the first week of employment. Deductions will be forwarded together with a list showing the names of employees from whom deductions were made to the Union by the first of the month following the deduction.

ARTICLE 2 - STEWARDS AND NEGOTIATING COMMITTEE

- 2.01** The company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of ~~not~~ more than three (3) employees to deal with matters which properly arise from time to time in connection with the renewal or modification of the agreement. Each member of the negotiating committee shall have at least six (6) month's service with the company.
- 2.02** The company acknowledges ~~the right~~ of the Union to appoint or otherwise select a Chairperson, Chief Steward, assistant Chief Steward and not more than nine (9) Union Stewards to deal with the grievances of employees. Union Stewards shall have at least six (6) months service with the Company. It is understood a Steward will not leave his/her assigned duties for the purpose of servicing or investigating grievances or other Union activity without first obtaining permission from his/her foreman. It is understood that such permission shall not be unreasonably withheld.

In the event the company introduces another production shift during the term of this agreement, the Company agrees to recognize one (1) Steward on the other production shift.

- 2.03** The Union shall notify the Company in writing the of names of Stewards and the negotiating committee designated to transact Union business with the Company.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, discharge, classify, transfer, assign, direct, promote, demote, lay off and suspend or otherwise discipline employees subject to the provisions of this Agreement and;
- (c) generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, the kinds and locations of equipment, machines and tools to be used, the methods and schedules of production, the allocation and number of employees required by the Company from time to time.

- 3.02** It shall continue to be the policy of the Company and of the Union not to harrass and/or discriminate against any employee because of race, colour, ethnic origin, handicap, sex or religion.

ARTICLE 4 - NON -INTERRUPTION OF WORK

- 4.01** The Company agrees that there will be no lockout during the term of this Agreement.
- 4.02** The Union agrees that during the term of this agreement there will be no strike, slowdown, sitdown or other stoppage of work or interference with production and the Union will hold its members to this responsibility.
- 4.03** The Union recognizes that in order to provide maximum opportunity for continuing employment, the Company must operate efficiently in order to be in a strong market position.

ARTICLE 5 - GRIEVANCE PROCEDURE

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

Grievance's or complaints shall be considered within seven (7) working days of the alleged circumstances coming to the knowledge of the employee.

5.02 The Union agrees to appoint or elect a Grievance Committee consisting of three (3) regular employees of the Company, who shall be the unit Chairperson of the Local Union, the Chief Steward and the Steward representing the department in which the grievance arose. The Company shall be informed of the names of the Committee members and shall be informed promptly in writing of any changes in the Committee membership.

5.03 Grievances or complaints arising under this agreement shall be adjusted or settled as follows:

Step No. 1 Whenever an employee has a complaint or a grievance such employee together with his/her Steward (if the employee wishes the steward) shall first discuss the complaint or grievance with his/her immediate Supervisor. Failing a settlement within three (3) full working days, then the complaint or grievance may be presented as follows:

Step No. 2 Within five (5) full working days or such longer period of time as mutually agreed after the decision at Step 1, the aggrieved employee together with his Steward, and Chief Steward or designate shall present the grievance in writing, at a meeting with the Supervisory and the Plant Manager or designate. Failing a settlement within three (3) working days, then the grievance may be presented as follows:

Step No. 3 Within five (5) full working days or such longer period of time as mutually agreed, the Union Grievance committee along with a full time representative of the Union (if requested) and the grievor will meet with the Management of the Company to discuss the grievance.

Step No. 4 Failing a settlement under Step No. 3 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference or question may be taken to arbitration, as provided for in Article 6. If no written request for arbitration is received within ten (10) working days after the decision in Step No. 3 is given, it shall be deemed to have been settled or abandoned.

5.04 Saturdays, Sundays and plant holidays, will not be counted in determining the time limit within which any action is to be taken or completed in each of the steps of the Grievance Procedure or under Article 6. Any and all time limits fixed by this Article or Article 6

may at any time be extended by mutual agreement between the Company and the Union.

ARTICLE 6 - ARBITRATION

6.01 Whenever either party to the Agreement submits any grievance to arbitration, written notice shall be given to the other party, at the same time appointing a nominee. Within seven (7) days after the receipt of such notice, the other party shall appoint a nominee. The appointees shall, within ten (10) days, appoint a third person who shall be chairman of the Arbitration Board. If the two appointees fail to agree upon a Chairman within the time limit, The Ministry of Labour for the Province of Ontario will be requested to appoint such Chairman.

As soon as the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear the evidence and representations of both parties and shall render a decision as soon as possible.

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

No grievance shall be considered by the Arbitration Board unless it has been properly carried through all previous steps of the grievance procedure except where otherwise noted.

6.02 The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of the Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matters not covered by this Agreement.

6.03 Each of the parties hereto will bear the expenses of the Chairman of the Arbitration Board, if any.

6.04 It is understood that the company may bring forward at any meeting held with the Union any complaint or grievance with respect to any matter concerning this Agreement, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as provided in Article 6.

ARTICLE 7 - DISCHARGE CASES

7.01 The Union acknowledges that the probationary period is a trial period within which management reserves the right to appraise new employees and that the sole fact that a new employee has not performed to the standards of an approved employee is just cause for dismissal.

7.02 A claim by an approved employee on the seniority list that he or she has been unjustly discharged or suspended from his or her employment shall be treated as a grievance if a written statement is lodged with the Manager within 72 hours after the employee ceases to work for the

Company . All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such cases.

When an employee is discharged or suspended from his/her employment, he/she shall be given a letter of discharge or suspension stating reasons for same. The steward and the Union office will be given a copy.

The discharged or suspended employee will be allowed to interview his/her steward, prior to leaving the premises, provided the steward is on duty.

If an employee so desires a steward will be present when an employee is given discipline above a verbal warning.

7.03 Such special grievances may be settled by confirming the management's action in dismissing the employee or by reinstating the employee on a basis satisfactory to the conferring parties.

7.04 If an employee feels he/she is suffering a grievance he/she should report the complaint in the same manner described in paragraph 5.01 above.

7.05 It is understood that the management may bring forward at any meeting held with the Union Grievance Committee any complaint with respect to the conduct of the Union, its Officers, Committeemen or Stewards; and that if such complaint by management is not settled to the mutual satisfaction of the conferring parties, it may treated as a grievance and referred to arbitration in the same way as the grievance of an employee.

7.06 The Company agrees to provide a copy of all notices of discipline given to employees to the Chairperson.

ARTICLE 8 - WAGES AND BENEFITS

8.01 Schedule "A" of the various job classifications and the wage rates applicable to each, shall form part of this Agreement.

8.02 The company agrees to provide welfare insurance benefits as set forth in schedule "B".

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 The standard work week shall be forty hours and the standard work day shall be eight (8) hours on 5 days per week . The foregoing does not constitute a guarantee of either daily or weekly hours. The company will pay for hours worked except where otherwise stated in the Agreement. Overtime regulations shall not be a limitation upon the number of hours per day or days per week that the Company may operate its plant or schedule its employees.

- 9.02 Overtime at the rate of time and one half the straight time hourly rate shall be paid for all authorized hours worked in excess of 40 hours per week or 8 hours per day.
- 9.03 Time and one half the straight time hourly rate shall be paid for all authorized hours worked on calendar Saturday, except for employees whose work regularly falls on Saturday.
- 9.04 Double the straight time hourly rate shall be paid for all authorized hours worked on calendar Sunday, except for employees whose work regularly falls on Sunday. Employees who regularly work on Sunday shall receive another day off in lieu of Sunday. If they work on such off day, they shall receive double time for hours worked on that day. Where an employee works his/her scheduled day on Sunday and has two week days off, the second day shall be considered to be the day in place of Sunday.
- 9.05 Employees working on shifts regularly scheduled to commence prior to 10.00 p.m. on Sunday shall receive a premium of \$3.00 per hour for all hours worked at regular rates on calendar Sunday. Such premium shall not be considered as part of such employee's basic rates.
- 9.06 Any employee who is called in to work shall receive a minimum amount equal to four (4) hours work at the prevailing rate.
- 9.07 An employee who reports for work at the commencement of his/her assigned shift without previous notification not to do so, shall receive a minimum of four hours work or four hours pay at his/her regular straight time rate. In the event of a forced shutdown or curtailed operations for reasons beyond the control of the Company, or in cases where an employee fails to notify his/her foreman of his/her intention to return to work following a period of absence, this provision shall not apply.

ARTICLE 10 - PLANT HOLIDAYS

- 10.01 Employees who have completed their probationary period shall be paid for New Years Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day for the standard number of daily hours at the employee's regular straight time rate of pay, provided, however, the employee works his/her regularly scheduled shift preceding and following such holiday. An employee who is otherwise eligible but fails to work the shift before or the shift following the holiday due to bereavement leave or other absence authorized by the Company, other than absences covered under paragraph 10.02, shall not be disqualified from receiving holiday pay.

In addition to the above, two (2) individual "floating" holidays may be taken any time during the year but not, normally, consecutive with the employee's annual vacation. The employee will give one week's 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. The Company will not unreasonable deny the request.

- 10.02** An employee who would otherwise qualify for plant holiday pay as provided in paragraph 10.01 but who is absent and drawing sick benefit insurance or Worker's Compensation when a plant holiday occurs, will be paid the difference between the sick benefit or Worker's Compensation as the case may be, and eight hours pay at his/her regular straight time rate. This provision will only apply when the employee is drawing weekly sick benefits, or if on Worker's Compensation, for a period not to exceed the maximum stipulated by the sick benefit insurance plan.
- 10.03** *An* employee required to work on any of the above designated plant holidays will receive time and one-half his/her regular straight time rate for work performed in addition to plant holiday pay in conformity with paragraph 10.01 above. Should any of the plant holidays listed in paragraph 10.01 fall on a Saturday or Sunday, such holiday shall be observed on either the Friday preceding or the Monday following the holiday.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01** A new employee will be termed a probationary employee and will not be considered a regular employee until he/she has worked for the Company for sixty (60) working days accumulated within a period of six consecutive months. Seniority shall be dated sixty (60) working days prior to the day on which the employee works his/her sixtieth (60th) day within the required period, however, for each day during the probationary period an employee is on modified work the probationary period shall be extended day for day to a maximum of 12 weeks as per modified work program.
- 11.02** The termination of employment for any reason of a probationary employee shall not be the subject of a grievance.

ARTICLE 12 - SENIORITY

- 12.01** When reducing the working force of employees, plant-wide seniority will be the guiding factor so long as it does not prevent the company from maintaining a working force of employees who are capable and willing to do the work which is available. Probationary employees within the department will normally be the first to be laid off.
- 12.02** Any employee with seniority who is displaced due to a layoff off more than two days may elect to bump the junior employee in another department with less seniority, **so** long as it does not prevent the Company from maintaining a working force of employees who are capable and willing to do the work which is available at the scheduled rate for the job.

- 12.03** The Company reserves the right to decide the work assignment of an employee who elects to exercise paragraph 12.02.
- 12.04** In cases of promotion, demotion, up-grading or transfer of employees, the seniority, skill, ability, and physical fitness of the employee for the job shall be the governing factors and where these are relatively equal, plant seniority will be the governing factor.
- 12.05** When the company decides to fill a vacancy, such vacancy shall be posted for three (3) working days. Employees interested in filing the vacancy shall sign the posting within three (3) working days. Applications will be considered in accordance with the provisions of paragraph 12.04.

Vacancies will be filled from within the department; however, in the event that the vacancy cannot be filled from within the department, the vacancy will be filled on a plant wide basis. Should this not satisfy the vacancy, the Company will hire from outside. The term "vacancy" as used in this Article, shall mean a permanent vacancy that occurs from retirement, resignation, transfer, discharge, a new job with an existing classification, or a new classification, and which the Company decides to fill or where the requirement for employees exceeds the number of employees in a department on a permanent basis.

If the employee fails to meet the requirements of the job or wishes to relinquish the new position, he/she will be returned to their former position.

The successful applicant on a job posting may not apply on a subsequent posting for a period of 12 months from the date of the final selection, unless posting for a higher rated position. If posting for a higher rated position, the successful applicant may not apply on a subsequent posting for a period of 6 months.

A two step posting procedure shall be used. The original job shall be posted, and the vacancy created by filling the original job if it is higher than a Grade 1 job. Exceptions may be considered by the plant manager.

- 12.06** When it is necessary to transfer employees to another department the junior qualified employee will be transferred if senior employees do not request the transfer. Daily overtime or extra work, if any, will be given to employees who normally perform work on a seniority basis within the department, and then offered to the senior employees that were transferred in the department on that day.
- 12.07** Seniority as referred to in the Agreement, shall mean length of continuous service in the employ of the Company and shall be on a plant wide basis. An employee promoted to supervisor or other position excluded from this agreement shall continue to accumulate seniority for a maximum period of twelve months beyond the date of his/her promotion.

12.08 Employees who are laid off retain the seniority they have accumulated from the date of their layoff for a period of twelve (12) months, subject to paragraph 12.09.

Employees will be recalled from lay-off in accordance with article 12.01.

12.09 Seniority rights shall cease and employment shall be terminated for any of the following reasons:

- (a) If any employee voluntarily quits, and an employee shall be deemed to have quit when he/she gives notice of his/her desire to leave the Company's employment.
- (b) If an employee is absent for more than two (2) working days without having reported his/her absence (with acceptable reason) to his /her immediate supervisor, or without having applied for and obtained a leave of absence for a definite period from the Company.
- (c) The employee fails to report for work at the expiry of his/her leave of absence, and fails to provide an acceptable reason.
- (d) The employee fails to report for work after a layoff and does not notify the Company within forty-eight (48) hours that he /she intends to return to work, and unless he/she returns to work as soon as possible after receiving notice, and in any event within four (4) days after the mailing or other communication of such notice.
- (e) If the employee is discharged and such discharge is not reversed under the grievance procedure.
- (f) If an employee takes another position temporarily, seeks out or tries new work, or ventures into business for himself /herself while on leave of absence.
- (g) Employees on compensation or sick and accident benefits shall accumulate seniority as follows:

over 3 months - Time equivalent to one-half his/her length of service

over 1 year - Time equivalent to length of service up to 18 months

after which time they will lose their seniority if they have not returned to work.

- 12.10 The Company will provide a current copy of the plant seniority list including addresses, to the local Union every three (3) months. Seniority shall be by payroll number when employees start the same day.

ARTICLE 13 - NOTICE BOARD

- 13.01 The Company agrees that the Union shall have reasonable use of an enclosed notice board for the posting of Union notices.

All such notices prior to posting must have the approval of management and must be signed by an authorized Union Official.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 The Company may grant leave of absence to an employee at any time for legitimate personal reasons. Application by the employee will be made in writing to the Plant Superintendent who will grant such leave, if possible, after considering the requirements of the business.
- 14.02 Subject to the contingencies of the business, not more than one (1) employee from a department or three (3) in total from the plant at any one time, shall, upon three (3) weeks notice, be granted leave of absence without pay for a specified period up to six (6) months for the purpose of attending to Union business. It is understood the amount of leave granted is the amount that will be taken. Applications for leave of absence of 6 days or less under this paragraph will normally require five working day's notice to the Company.
- 14.03 In the event of the death of an immediate relative, leave of absence up to three consecutive days, exclusive of assigned days of rest, will be granted for the purpose of attending or arranging the funeral. Such employee shall be paid straight time regular rate for scheduled hours he/she otherwise would have worked during such leave. When an employee cannot attend the funeral of an immediate relative because of geographical distance, he/she shall receive eight (8) hours off with pay on the day of the funeral.
- "Immediate relative" shall mean the employee's mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in-law or grandchild. "Employee" shall mean a full time employee of the Company who has completed his/her probationary period. One day of leave with pay will be granted the bereaved employee for the purpose of attending the funeral of a grand-parent, brother-in-law, or sister-in-law.
- 14.04 When an employee is called by the Crown for jury duty or subpoenaed as a witness and must, as a result, lose time from work, the company agrees to pay such employee the difference between the fee received and the employee's straight time basic rate, excluding shift or other premium, for the scheduled hours he/she otherwise would have worked.

- 14.05 The Company will continue to grant maternity, parental, or adoption leave in accordance with the Employment Standards Act. Employees will accrue seniority during such leave.

ARTICLE 15 - REST PERIODS

- 15.01 The Company will schedule for each employee a break period of ten minutes during the first half and a second break period of ten minutes during the second half of each standard shift. When employees work more than two hours into the second half of their shift, then they will have their break time added to their time worked. When two or more hours of overtime work is scheduled continuous with the regular shift, employees will be granted a ten minute rest period before commencement of the overtime work.

ARTICLE 16 - VACATIONS

- 16.01 This agreement acknowledges that the Company has the right to schedule vacations so as to efficiently maintain plant operations however, a sincere effort will be made to grant vacations at the time wanted by employees, giving longer service employees preference. Vacations of more than two weeks will not necessarily be scheduled consecutively during the months of June, July or August. Employees will advise the Company during the month of February of their preference as to vacation dates. The Company will review this information in accordance with paragraph 16.01 and post the plant vacation schedule by March 1st. If requested the employee will receive a copy of his/her vacation form before commencing their vacation.
- 16.02 *An* employee with less than one year's service by July 1st of the current year shall be entitled to a vacation of one-half day for each full month of service to July 1st of the current year. Pay for such vacation shall be 4% of the employees earnings for his/her period of employment up to June 30th of the current year.
- 16.03 *An* employee with one year or more but less than five year's service by July 1st of the current year shall be entitled to two week's vacation. Pay for such vacation shall be 4% of the employee's earnings for the twelve month period ending June 30th of the current year.
- 16.04 *An* employee with five year's service or more by July 1st of the current year shall be entitled to three week's vacation. Pay for such vacation shall be 6% of the employees earnings for the twelve-month period ending June 30th of the current year.
- 16.05 *An* employee with ten year's service or more by July 1st of the current year shall be entitled to four week's vacation. Pay for such vacation shall be 8% of the employees earnings for the twelve-month period ending June 30th of the current year.

16.06 Vacations will be based on service calculated to July 1st each year. Employees who after July 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 section 16.04 above, will become eligible for such additional week of vacation on completion of the required year's of service.

16.07 An employee voluntarily quitting or leaving his/her employment for other reason during the vacation year shall receive vacation pay based on his/her earnings since the preceding July 1st. Such pay shall be calculated at the appropriate percentage figure for his/her years of service in accordance with the preceding provisions of this Article.

When an employee is discharged for just cause, he/she will receive vacation pay in accordance with the Employment Standards Act - Ontario.

All eligible employees will take their full vacation entitlement as scheduled time off and their accrued vacation pay will be made available on the pay before they leave.

ARTICLE 17 - SAFETY AND HEALTH

17.01 The Company shall make reasonable provision for the safety and health of employees during the hours of their employment.

17.02 There shall be a Safety Committee consisting of four members (two from the bargaining unit and two from management).

17.03 Minutes shall be kept of each meeting with a copy to each committee member.

17.04 The Company will supply aprons, beard nets, hair nets, and gloves where required and, in addition, launderable outer work clothing as required.

Safety rubber footwear will be provided on the basis of two pair per year to a value of \$35.00 per pair.

Leather safety footwear where required in lieu of rubber will be reimbursed the basis of one pair per year to a value of \$78.00.

The Company will provide one coat liner to employees who work primarily in the cooler or in the freezer. These liners will be the responsibility of the employees to launder and maintain.

ARTICLE 18 - TEMPORARY ASSIGNMENTS

18.01 An employee temporarily assigned by the Company to a higher rated job for a period exceeding 1 hour shall be paid the higher rate, but an employee temporarily assigned to a job paying a lower rate will continue to receive his/her regular rate.

**ARTICLE 19 - WORKING FOREMEN AND LEAD HANDS**

- 19.01 Supervisory personnel will not, under normal conditions, perform work customarily carried out by members of the Bargaining Unit, except in the training of employees, (such training will not be more than two (2) weeks,) testing of equipment, emergencies, and assisting to overcome operating difficulties. In the case of the maintenance department, the maintenance supervisor and the maintenance foreman will perform maintenance work.
- 19.02 Lead Hand designated by the Plant Manager, shall be paid a premium of 35 cents over the highest paid rate in their department for the duration of the assignment. No lead hand shall hire, lay-off, suspend, discharge or exercise other discipline, but shall perform work and transmit orders and shall be a Union member.

ARTICLE 20 - STUDENTS

- 20.01 Students may be employed during the school vacation period (May 1 - September 15) on a "term" basis. Such "term" employment will be excluded from time worked for the purpose of fulfilling the probationary period specified in Article 11. Students will only work overtime if regular employees are not available.

ARTICLE 21 - TOOL ALLOWANCE

- 21.01 Maintenance A and Maintenance B employees will be granted a tool allowance of up to \$250.00 during the course of the Collective Labour Agreement for the replacement of tools required by the Company, which are broken or worn out on the job. This allowance may also be used for the purchase of new tools, required by the Company to maintain new equipment or to employ new techniques.

New employees in the Maintenance department will not be eligible for the tool allowance until they have completed 12 months service on the job.

ARTICLE 22 -TERMINATION

This Agreement shall be effective from September 24, 1997 until September 23, 1999 and shall continue automatically thereafter during annual periods of one year unless either party notifies the other in writing within no less than 30 days and no more than 60 days prior to the expiration date that it desires to amend or terminate this Agreement. If pursuant to such negotiations, agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, it shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Labour Relations Act of the Province of Ontario, whichever should first occur.

Signed this _____ day of _____

The United Food and
Commercial Workers
International Union
Local 114P

Maple Leaf Poultry
Division, a member of
Maple Leaf Foods Inc.
Toronto, Ontario

SCHEDULE "A"JOB CLASSIFICATION AND
HOURLY WAGE RATES

	Effective Date of ratification	Effective September 24, 1998
Grade 1		
General help	13.75	14.05
Grade 2	14.00	14.30
Cooler		
Vacuum gun		
Bulk Pak scale		
Packer		
Salvager		
Shippers		
Grade 3		
Live hanger	14.35	14.65
Set -up person		
Saw (cut-in-seven)		
Relief Person		
Saw operator		
Crop- Puller		
Pinner		
cut-up		
Liver Harvester		
Trimmer (QC)		
Grader		
Quality Control		
Cook House Operator		
Grade 4		
Maintenance Helper	14.35	14.65
Maintenance "D"	15.35	15.65
Maintenance "C"	16.45	16.75
Maintenance "B"	17.60	17.90
Maintenance "A" (Journeyman)	18.85	19.15
Maintenance "AA" (Dual Trades)	19.30	19.60
Stationary Engineer 2nd Class	18.85	19.15
Stationary Engineer 3rd Class	17.85	17.15
Stationary Engineer 4th Class	16.85	17.15

Shift premiums

The Company agrees to pay a shift premium as follows:

Afternoon shift 2:30 p.m. to 11:30 p.m. forty- five cents (45¢) per hour
Night shift 10:20 p.m. to 6:00 a.m. fifty cents (50¢) per hour.

Employees who commence their shift between the above hours will be paid the applicable premium.

Such premium shall not be considered as part of such employee's basic rates.

Starting Rates

The starting rate for new employees hired after the date of ratification will be 80% of the rate of the grade for which they are hired. Automatic increases of 5% will be granted on the completion of each 3 month's service. After 12 month's service, the grade rate will be paid.

It is agreed that the differential for new employees applicable to all other employees will not apply to those classed as Maintenance. The starting rates for new employees hired as Maintenance will be \$1.00 per hour below the job rate. Automatic increases of twenty five cents (25¢) per hour will be granted on the completion of each 3 month's service. After 12 month's service, the job rate will be paid.

SCHEDULE "B"**EMPLOYEE HEALTH AND WELFARE INSURANCE**

The following sets forth the basis on which the Company agrees during the term of our current Agreement, to pay the cost of employee health and welfare insurance benefits.

Subject to the same qualifications, the Company will pay the premium cost of a Group Life Insurance Plan, for employees who have completed the probationary period and are otherwise eligible for this insurance. The life insurance coverage will be, \$35,000 for each insured employee.

Effective September 24, 1998, the Life Insurance coverage will be increased to \$36,000.00.

The Company will continue to pay the premium cost of the major medical Insurance Plan for employees who have completed the probationary period and are otherwise eligible for this insurance, and their eligible dependents. The Major Medical Plan will include deductibles of \$10/\$10 with no co-insurance.

The Company will continue to pay the premium cost of the Dental Insurance Plan for employees who have completed the probationary period and are otherwise eligible for this insurance, and their dependents. The Dental plan will provide benefits equivalent to the prevailing Ontario Dental Associations schedule of fees for the previous year providing for an annual maximum payment of \$1,200.00 per person.

Effective December 1, 1993, the Company will pay the premium cost of a Visioncare Plan for employees who have completed the probationary period and are otherwise eligible for this coverage, and their dependents. Such Visioncare Plan will provide an allowance of \$150.00 towards the cost of prescription eyeglasses over the course of the contract (2 years).

Effective September 24, 1998, the Visioncare plan allowance will be \$160.00 over 2 years.

The Company will pay the premium cost of the Accident and Sickness Insurance Plan. The benefit is equal to 60% of the weekly insurable earnings up to the U.I.C. maximum. Sick pay is payable to hourly employees who are absent from work due to illness or non-occupational accident. Sick pay benefits are payable after a 3 day waiting period, unless, the employee is hospitalized, or undergoes day surgery recommended by a physician, or is absent due to a non-occupational accident. Sick pay benefits can continue for a maximum of (26) twenty-six weeks. The Plan is based on a 5 day per week scale.

Any insured employee not actively at work on the effective date of any improvement in the present benefit plans will be insured for the improved benefit as amended upon return to active work.

Company participation in the payment of premiums for the insurance plans as described herein above, is conditional upon the employee performing work for the Company during the month in which the premiums fall due. In the case of an employee who is absent and drawing accident and sickness benefits or Worker's Compensation, the Company will continue to pay insurance premiums that fall due for a maximum period of four months beyond the month in which the employee last performed work for the Company. It is further understood that entitlement to benefits under these insurance plans shall be decided by the underwriter, based on the provisions of the master policy and controversies shall not be subject to the Grievance or Arbitration provisions of the Collective Agreement.

The Company may elect at some future date to transfer the underwriting and administration of one or more of these benefit plans to another insurance carrier, with the understanding that in this event, the benefits that will be provided by the new carrier will be similar or substantially similar to those in effect at the date of change over.

If the Federal or Provincial Government brings into operation any insurance plan which provides benefits that are similar or substantially similar to those offered at present to employees of the Company, and such coverage is available to our employees on a voluntary or compulsory basis, the Company reserves the right to discontinue or modify the affected insurance as hereinbefore outlined, so as to establish a new plan with benefits, not less favourable, or to cease its contributions altogether, should the Government plan take over the particular field of insurance.

It is understood and agreed that the cost of the benefits program paid by the Company as outlined herein : in lieu of any employee entitlement to rebate under the Unemployment Insurance Act.

November 4, 1997

Bryan Neath
Ontario Assistant to the Canadian Director
United Food and Commercial Workers

Dear Mr. Neath:

Letter of Understanding and Intent

The Company will sit down with the Union and discuss what if anything that can be done regarding the Quality Control shift rotation.

W.M. Fraser
Ontario Human Resources Manager

November 4, 1997

Bryan Neath
Ontario Assistant to the Canadian Director
United Food and Commercial Workers

Dear Mr. Neath:

Letter of Understanding and Intent

This letter will confirm our understanding with respect to the Labour/Management Committee. It is agreed that three bargaining unit members elected or appointed by the union and three management members will make up this committee. Unless otherwise agreed, this committee will meet every two months to discuss matters of mutual concerns.

W.M. Fraser
Ontario Human Resources Manager

November 4, 1997

Bryan Neath
Ontario Assistant to the Canadian Director
United Food and Commercial Workers

Dear Mr. Neath:

Letter of Understanding and Intent

Maintenance employees who are currently classified as maintenance helpers will be required over the course of this Collective Labour Agreement to progress into the apprenticeship program. Should they fail to progress, they will be reassigned to another position in the bargaining unit.

W.M. Fraser
Ontario Human Resources Manager

November 4, 1997

Bryan Neath
Ontario Assistant to the Canadian Director
United Food and Commercial Workers

Dear Mr. Neath:

Letter of Understanding and Intent

The Company will endeavour to find a better system than the nurse's opening the cheques by January 1, 1998.

W.M. Fraser
Ontario Human Resources Manager

November 4, 1997

Bryan Neath
Ontario Assistant to the Canadian Director
United Food and Commercial Workers

Dear Mr. Neath:

Letter of Understanding and Intent

If the Company can provide the accrual for vacation on the pay stub, they will.

W.M. Fraser
Ontario Human Resources Manager

November 4, 1997

Bryan Neath
Ontario Assistant to the Canadian Director
United Food and Commercial Workers

Dear Mr. Neath:

Letter of Understanding and Intent

The Company will have a copy of the benefit plan text in English for review by the Union, at the plant.

W.M. Fraser
Ontario Human Resources Manager

November 4, 1997

Bryan Neath
Ontario Assistant to the Canadian Director
United Food and Commercial Workers

Dear Mr. Neath:

Letter of Understanding and Intent

This will confirm that the Physiotherapy coverage will change from \$225.00 to \$250.00 the month following date of ratification.

W.M. Fraser
Ontario Human Resources Manager