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EFF.	20050924
TERM.	20080923
No. OF EMPLOYEES	670
NOMBRE D'EMPLOYÉS	670

**COLLECTIVE AGREEMENT**

**BETWEEN**

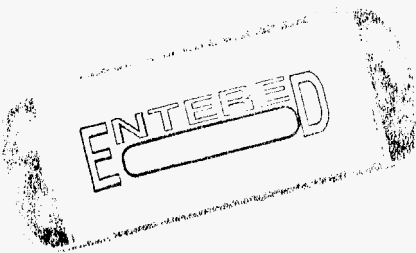
**MAPLE LEAF POULTRY  
100 ETHEL AVE.  
TORONTO, ONTARIO  
A MEMBER OF MAPLE LEAF FOODS INC.  
(hereinafter called the Company)**

**AND**

RECEIVED  
MAY 01 2007

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION  
LOCAL 1000A  
AFL, CIO, CLC  
(hereinafter called the Union)**

**September 24, 2005 - September 23, 2008**



Asst corrected by VLS 2007/09/27

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## 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.

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## 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) months 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 or designate 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. It is further agreed that for the time spent in grievance meetings with the Company officials both the grievor and the steward will be paid at their applicable straight time rate.

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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 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, subject to the provisions of this agreement, 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 harass and/or discriminate against any employee because of race, colour, ethnic origin, handicap, sex, age or religion. It is further understood that the Management officials, Union officials and Lead hands, and all other employees shall not participate in discrimination, intimidation or coercion of others in the workplace.

### **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 Collective Agreement there will be no strike, slowdown, sitdown, or other stoppages of work or interference with production.

- 4.03 The Union recognized that in order to provide maximum opportunity for continuing employment, the Company desires to operate efficiently in order to promote 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.

Grievances 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 Supervisor and the Plant Manager or designate. Failing a settlement within three (3) full 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.

5.05 Disciplinary warnings and/or reprimands will not be considered part of an employee's disciplinary record 24 months after the date of issue.

## **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. As soon as the parties have agreed to the selection of the arbitrator, the arbitrator shall hear the evidence and representations of both parties and shall render a decision as soon as possible. Should the parties fail to agree to the appointment of an arbitrator, the Ministry of Labour for the Province of Ontario will be requested to appoint such arbitrator.

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 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 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 or designate and the Union office will be given a copy.

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

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

- 7.02 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.
- 7.03 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.

7.04 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 be treated as a grievance and referred to arbitration in the same way as the grievance of an employee.

7.05 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 and reflect the general wage increase of \$.35 cents in the first year, \$.25 in the second year and \$.35 in the third year of the agreement. SCHEDULE "A" ATTACHED.

8.02 The Company agrees to provide welfare insurance benefits as set forth in Schedule "B".

8.03 The attached Letters of Understanding shall form part of this Agreement.

### **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

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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. Scheduled hours within a shift will be consecutive, with the exception of the meal period. While it is the Company's preference to schedule work Monday through Friday, it may due to the needs of the business, schedule regular shifts on Saturday and/or Sunday. If such shifts are to be introduced, the Company and the Union shall meet prior to the implementation of the new shifts to discuss and resolve issues around staffing and the recognition of seniority during the staffing process.

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.

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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.

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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** 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.

9.08 Regular employees shall be given as much notice as reasonably possible but not less than **two** (2) working days notice when required to change shifts on a temporary basis. The term shift is described by days, afternoons and midnights. When a change is thought to be permanent, the employee will be given at least five (5) working days notice. In the event it is necessary to implement shift changes, schedule preference will be granted by seniority,

**ARTICLE 10 - PLANT HOLIDAYS**

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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.

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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. Employees will be required to have one year of seniority in order to be eligible for the 2 floating holidays. 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 unreasonably 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 Workers' Compensation when a Plant holiday occurs, will be paid the difference between the sick benefit or Workers' 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 Workers' 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 (60<sup>th</sup>) 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.

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- 11.02 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 measured up in any way to all the qualities of an approved employee is just cause for dismissal,

## **ARTICLE 12 - SENIORITY**

- 10c 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 be the first to be laid off provided the employees remaining are qualified to perform the remaining work. Employees shall be given as much notice of layoff as possible but not less than two (2) working days notice or pay in lieu of such notice.
- 10d 12.02 Any employee with seniority, who is displaced due to a layoff of 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.
- 10f2 12.04 In cases of promotion, demotion, upgrading 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 filling the vacancy shall sign the posting within these three (3) working days. The successful applicant shall be posted within ten (10) working days of the end of the posting. Any exceptions to the ten (10) working days above will be discussed between the Company and the Union and may be extended, by mutual agreement, when circumstances so warrant. Applications will be considered in accordance with Article 12.04.

Vacancies 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 the Article shall mean permanent vacancy that occurs from the retirement,

resignation, transfer, discharge, a new job within an existing classification or a new classification 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 plantwide basis. An employee promoted to supervisor or other position, excluding 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**.  
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Employees will be recalled from layoff 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 give 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 by courier or registered mail, and in any event within four (4) days after the notice by courier or 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.

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 a separate enclosed notice board for posting Union notices.

All such notices prior to being posted 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 ~~two~~ (2) employees from a department or six (6) 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 six (6) days or less under this paragraph will normally require five (5) working days 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.

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Employees may apply for unpaid leaves pursuant to Article **14.01** above.

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"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 grandparent, 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 - VACATION**

- 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 1<sup>st</sup>. ~~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 1<sup>st</sup> of the current year shall be entitled to a vacation of one-half day for each full month of service to July 1<sup>st</sup> of the current year. Pay for such vacation shall be 4% of the employee's earnings for his/her period of employment up to June 30<sup>th</sup> of the current year.

- 12b2-1  
16.03 An employee with one year or more but less than five years' service by July 1<sup>st</sup> of the current year shall be entitled to two weeks vacation. Pay for such vacation shall be 4% of the employee's earnings for the twelve month period ending June 30<sup>th</sup> of the current year.

- 12b3-5  
16.04 An employee with ~~five~~ years' service or more by July 1<sup>st</sup> of the current year shall be entitled to ~~three~~ weeks vacation. Pay for such vacation shall be 6% of the employee's earnings for the twelve month period ending June 30<sup>th</sup> of the current year.

12b4-10  
16.05 An employee with ten years' service or more by July 1<sup>st</sup> of the current year shall be entitled to four weeks vacation. Pay for such vacation shall be 8% of the employee's earnings for the twelve month period ending June 30<sup>th</sup> of the current year.

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16.06 An employee with twenty years' of service by July 1<sup>st</sup> of the current year shall be entitled to five weeks vacation. Pay for such vacation shall be 10% of the employee's earnings for the twelve-month period ending June 30<sup>th</sup> of the current year.

16.07 Vacations will be based on service calculated to July 1<sup>st</sup> each year. Employees who after July 1<sup>st</sup> and prior to the end of the calendar year, reach the service required to entitle them to an additional week of vacation, will become eligible for such additional week of vacation on completion of the required years of service.

16.08 An employee voluntarily quitting or leaving his/her employment for other reasons during the vacation year shall receive vacation pay based on his/her earnings since the preceding July 1<sup>st</sup>. 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 of 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 provisions for the safety and health of employees during the hours of their employment.

17.02 There shall be a Safety Committee consisting of six (6) members (three from the bargaining unit and three 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.



The boot allowance (all approved safety footwear) shall be \$90.00 per contract year payable upon receipt of proof of purchase. More than one purchase per contract year will be acceptable to reach the annual allowance.

Effective September **24, 2006** employees will be entitled to a safety boot allowance of up to \$100.00 per year. Effective September **24, 2007** employees will be entitled to a safety boot allowance of up to \$110.00 per year.

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**

- 11d5 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, layoff, 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 and in **no** way shall impact the entitlements of regular employees under the Collective Agreement.

## **ARTICLE 21 - TOOL ALLOWANCE**

**21.01** Effective September 24, 2002 Maintenance A and Maintenance B employees will be granted a tool allowance of up to \$125.00 per year 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**.

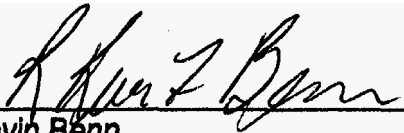
## **ARTICLE 22 - TERMINATION**

This Agreement shall be effective from September 24, 2005 until September 23, 2008 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.


Dated at Toronto this 25<sup>TH</sup> day of JULY 2006.

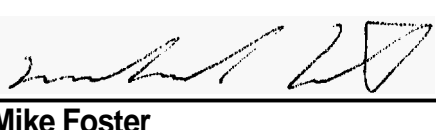
The United Food and  
Commercial Workers  
International Union  
Local 1000A

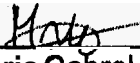
Maple Leaf Poultry  
Division, a member of  
Maple Leaf Foods Inc.  
Toronto, Ontario

  
\_\_\_\_\_  
Kevin Benn


  
\_\_\_\_\_  
Kelly Bobbyn

  
\_\_\_\_\_  
Brad Leo

  
\_\_\_\_\_  
Mike Foster

  
\_\_\_\_\_  
Maria Cabral

  
\_\_\_\_\_  
Bill Driscoll

  
\_\_\_\_\_  
Joe Bonello

  
\_\_\_\_\_  
Craig MacVichie

  
\_\_\_\_\_  
Dave Dewar

**Plant Closing:** The Company agrees that if all or a substantial portion of the Plant closes during the term of this Agreement, the Company will sit down with the Union, 90 days in advance of the closing date to discuss severance/closure plans with the union representatives.

**SCHEDULE "A"**

**JOB CLASSIFICATION AND  
HOURLY WAGE RATES**

	Effective September 24/05	Effective September 24/06	Effective September 24/07
<b>Grade 1</b> General help	→ 15.97	→ 16.22	→ 16.57
<b>Grade 2</b> Cooler Vacuum gun Bulk Pak scale Packer Salvager Shippers	16.22	16.47	16.82
<b>Grade 3</b> Live hanger Setup person Saw (cut-in-seven) Relief Person Saw Operator Crop-Puller Pinner	16.57	16.82	17.17
Liver arvester Trimmer (QC) Grader Quality Control Cook House Operator			
<b>Grade 4</b> Maintenance Helper	17.07	17.32	17.67
Maintenance "D"	20.07	20.32	20.67
Maintenance "C"	21.17	21.42	21.77
Maintenance "B"	22.32	22.57	22.92
Maintenance "A" (Journeyman)	24.07	24.32	24.67
Maintenance "AA" (Dual Trades)	24.52	24.77	25.12
Stationary Engineer 2 <sup>nd</sup> Class	24.07	24.32	24.67
Stationary Engineer 3 <sup>rd</sup> Class	23.07	23.32	23.67
Stationary Engineer 4 <sup>th</sup> Class	21.57	21.82	22.17

*BK*

Live hang premium effective May 1, 2000 twenty cents (\$0.20) per hour.

**Shift premiums** 207

11c1 / 0.45 \$/h    11c2 / 0.50 \$/h

The Company agrees to pay a shift premium as follows:  
 Afternoon shift **2:30 p.m. to 11:30 p.m.** forty-five cents (**\$0.45**) per hour. Night shift **10:20 p.m. to 6:00 a.m.** fifty cents (**\$0.50**) per hour.

Employees who commence their shift between the above hours will be paid the applicable premium. New hires after April 12, 2000 will not be entitled to off shift premium until they have completed probation.

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:

<u>Effective Sept. 24, 2005</u>	Grade 1	Grade 2	Grade 3
Start	12.25	12.65	14.00
Upon completion of			
8 months seniority	13.75	14.05	14.40
16 months seniority	14.75	15.05	15.40
24 months seniority	15.97	16.22	16.57
Student Rates: New Students	10.40		
Second and subsequent years	11.40		

<u>Effective Sept. 24, 2006</u>	Grade 1	Grade 2	Grade 3
Start	12.50	12.90	14.25
Upon completion of			
8 months seniority	14.00	14.30	14.65
16 months seniority	15.00	15.30	15.65
24 months seniority	16.22	16.47	16.82
Student Rates: New Students	10.65		
Second and subsequent years	11.65		

<u>Effective Sept. 24, 2007</u>	Grade 1	Grade 2	Grade 3
Start	12.85	13.25	14.60
Upon completion of			
8 months seniority	14.35	14.65	15.00
16 months seniority	15.35	15.65	16.00
24 months seniority	16.57	16.82	17.17
Student Rates: New Students	11.00		
Second and subsequent years	12.00		

05/12

It is agreed that the differential for new employees applicable to all other employees will not apply to those classed as Maintenance or Live hang. The starting rates for new employees hired as Maintenance or Live hang will be \$1.00 per hour below the job rate. Automatic increases of twenty-five cents (\$0.25) per hour will be granted on the completion of each 3 months' service. After 12 months' service, the job rate will be paid.

The Company reserves the right to pay higher than the wage rates set out above for any job. This will only be done following mutual agreement with the Union.

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.

3a1 | 100%  
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 **\$36,000** for each insured employee.

Effective September **24, 2004** the life insurance benefit will increase to **\$40,000**.

a3 | 100%  
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.

a5 | 100%  
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 Association's schedule of fees for the previous year providing for an annual maximum payment of **\$1,200.00** per person.

Effective September **24, 2001** the maximum will be increased to **\$1,500.00**.

Effective September **24, 2003** the maximum on dental care will increase to **\$1,800.00**.

a8 | 100%  
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. Effective September **24, 2006** the vision care plan will increase to **\$200.00** every two (2) years.

a6 | 100%  
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 nonoccupational 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.

Effective June **1, 2000** the Accident and Sickness Insurance Plan will become EI integrated. Employees will not be entitled to benefits under the Accident and Sickness Insurance Plan for any period for which they are eligible to receive Employment Insurance disability benefits.

a4 | 100%  
The Company will implement a generic drug card plan within the next **3** months to include only those medically necessary prescriptions. Brand name drugs are covered under the plan in cases where, for medical reasons, the physician specifically states no substitution on the prescription. A dispensing fee cap of **\$7.00** will apply.

Employees hired after April 9, 2000 will become eligible for benefit coverage the beginning of the month following the month they reach six (6) month seniority. 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 hereinabove, 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 Workers' 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 is in lieu of any employee entitlement to rebate under the Unemployment Insurance Act.

**SCHEDULE "C"****PENSION**

13c1

The company agrees to provide a defined contribution pension plan, which will be registered with the Financial Services Commission of Ontario, and will provide the investment choices, which are currently identified in MLF Plan 300 and shall include:

- Employees will contribute 1.5% of regular earnings, including statutory holidays and vacation pay for vacation time taken.
- The company will match 100% of the employee contribution.
- Employee contributions are permitted, and will be matched, for periods of absence for which legislation permits and/or requires the continuation of pension benefits.
- Employees will participate in the **plan** commencing with the first pay period after the attainment of one year of seniority.
- The Company's contributions will begin and are vested upon entry into the plan.
- Additional Voluntary Contributions, which are not matched by the Company, may be made through weekly payroll deduction.
- Additional Voluntary Contributions, which are not matched by the Company, may be continued for periods of absence for which legislation permits the continuation of the Pension Benefits through periods of absence by payment to the company in advance of the absence.
- a Changes to the pension plan may only be made through the collective bargaining process or as required by legislation.
- a Contributions shall be made to the plan as required by the Collective Agreement and/or at law.

13c12



**Letter of Understanding #1**

**November 4, 1997**

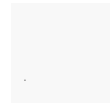
Bryan Neath  
Ontario Assistance to the Canadian Director  
United Food and Commercial Workers

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



**Letter of Understanding #2**

April 5, 2000

Re: Toronto Ethel Ave. Toronto Negotiations

During the life of the Agreement, any employee with seniority, **who** receives termination notice as a result of the closing of any department at the Ethel Ave. location, will be given "preference of employment" at any Maple Leaf Poultry location in Ontario. Such applications must be made within **two** weeks following an individual's date of layoff.

"Preference of employment" is defined as: hired to fill new job openings in the Plant before other applicants **provided** that such individuals can report for work on the first day required by the Company, and can perform the required work satisfactorily and also have a past work record at the Ethel Ave. Plant which is deemed satisfactory by management at the hiring locations. This **will not be** done in an arbitrary or discriminatory manner. Should a situation arise where more individuals have applied and are **considered** for hire, than positions available, the Company will offer the job on the basis of Ethel Ave. Toronto seniority.

If hired at any of the Maple Leaf Poultry locations, any such individual will be considered as a new employee and will be subject to the rates of pay and all other terms and conditions of employment in place at the location where **he/she** is hired.

In the event that the circumstances in paragraph one occur, the Company agrees to meet with the Local Union at its Ontario chicken slaughter **plants** to discuss the possibility of providing the hired individual with seniority credit to **allow** the individual to be positioned one day past the **probationary** period on the seniority list.

The most senior qualified employee may take movement to a new facility before a junior employee in a closed out department.

**Letter of Understanding #3**

September 10, 2003

Re: Plant Closure

At the time of Collective Bargaining, the Company confirms it does not have plans to close the Ethel Avenue operations, however, should a decision be made to close the facility, the following will apply:

1. Employees will be entitled to a severance payment that would be the greater of the employment Standards Act entitlement or one (1) week's pay per completed year of service. To be eligible, the employee must continue to work in a satisfactory manner until the expiry of the notice of closure. lob)
2. Employee benefits will continue on the basis of one month's coverage per each completed year of service to a maximum of four (4) months.
3. The Company will notify the Union as soon as possible should there be a decision to close the facility and where possible the Company will endeavour to give no less than three months notification prior to closing.
4. Employees will be given preferential hiring at Maple Leaf Poultry facilities in accordance with the "Toronto Negotiations Letter" dated April 5, 2000 attached to the Collective Agreement. This will not prevent any employee from seeking or accepting other opportunities within Maple Leaf Poultry or Maple Leaf Foods. Employees accepting other employment within Maple Leaf Poultry or Maple Leaf Foods will receive severance as outlined in (1) above and commence employment under the terms and conditions of the hiring location.
5. The Company will contract outplacement services to provide for the following:
  - a. Resume and cover letter writing
  - b. Networking and job search strategies
  - c. Financial counseling
  - d. Introduction to E.I. Services and programs
6. The Company will establish a Career Centre for the purpose of identifying job opportunities and promoting the candidacy of those affected by the closure. The Career Centre will be maintained for a period of 6 months or less if mutually agreed to by the Union and the Company. 39
7. This letter of Agreement will remain in force during the term of the current Collective Agreement or as the Collective Agreement is extended as per Article 22.

**Letter of Understandinn#4**

September 10, 2003

Re: Job Rotation 5b

The Company and the Union agree that job rotation is a beneficial part of a Health and Safety program and to that end both parties agree to work together to enhance meaningful job rotation.

**Letter of Understanding #5**

September 10, 2003

Re: Distribution of Production Overtime

The parties agree that the entitlement to overtime will be as set out below:

1. Non scheduled overtime will be offered to those who are at work in the department based on seniority, provided they can perform the work required.
2. Scheduled overtime during the week within each department will be scheduled to allow the shift with the more senior employees access to the overtime, provided it is consistent with the needs of the business.
3. Weekend overtime will be offered based on seniority within departments, provided individuals can perform the work required.
4. For weekend overtime both day and night shift will be combined as a single department.
5. Should there not be enough volunteers from within the department to satisfy the overtime requirements, then the remaining overtime shall be offered by seniority on a plant wide basis.

The parties may mutually agree to amend the above steps.

**Letter of Understanding #6**

September 10, 2003

Re: Shipping Assignments

The Parties agree that the Company will continue the current practice of assigning primary responsibilities based on skill and ability. When skill and ability are relatively equal, seniority shall be the deciding factor. Additional work assignments will be based on existing practice. It is **agreed** that assignments **will not** be made for disciplinary reasons. Any changes to the current methods will be discussed between the parties.

**Letter of Understanding #7**

September 10, 2003

**Re:** Missed Overtime Opportunity

In the event an overtime opportunity is improperly assigned, those affected employees shall be provided with a make up opportunity.

Such opportunity shall,

- a. Be work that was not otherwise to be performed in an overtime situation.
- b. Not in the normal course but work that would otherwise be offered in overtime through the seniority application.
- c. Not cause the loss of regular or overtime *work* opportunity to other employees.
- d. Be arranged to be performed at a time mutually agreeable between the supervisor and the employee.

**Letter of Understanding #8**

September 10, 2003

Re: Joint Labour - Management Committee    *bel*

The Company and the Union agree to establish a Joint Labour Management Committee to identify, review and resolve issues of general concern to the Company or the Union as it related to the day to day operations of the business and the Collective Agreement,

This Committee shall meet immediately following ratification of the Collective Agreement and regularly thereafter as is reasonably required.



**Letter of Understanding #9**

September 10, 2003

Re: Reduced Hours

1. On a daily basis, the Company will make sincere and reasonable efforts to provide the more senior employees the opportunity to earn the maximum available regular hours.
2. The parties agree that should the business be such that employees are not being offered at least 8 hours per day and this continues for 3 consecutive work days then the following will occur:
  - a. The Joint Labour Management Committee will meet on day 4 to understand the cause of the reduced hours. The committee may meet sooner if information is available.
  - b. The Union may make suggestions with regard to methods of lessening the impact of the reduced hours on the more senior employees in the facility at any time that reduced hours are implemented.
  - c. The Company will give due consideration to the suggestions of the Union and implement those suggestions where practicable.
  - d. If a layoff is considered and the Company determines that the layoff is compatible with the needs of the business then the Company will implement the layoff without unnecessary or unreasonable delays.
  - e. Nothing herein prevents the issuance of notice of layoff prior to the meeting of the Joint Labour Management Committee nor shall it be construed to limit the rights of Management in Article 3.
  - f. The principle shall also be applied in cases where reduced hours continue but the 3 day qualifier is not met. For example, the 3 day's is interrupted by a full shift.
3. The Company and the Union may mutually agree to extend or shorten the time frames herein discussed.

**Letter of Understanding #10**

September 10, 2003

Re: Department Lists

The following is a list of departments that exists in the Toronto Plant at the time of negotiations. This list will be used for the purpose of administrating the Collective Agreement and shall not be considered part thereof. The Company may add, delete, or amend the list, as the needs of the business require. Any changes to the list will be communicated to the Unit Chairperson 15 days prior to the implementation. The Unit Chairperson may propose alternatives to the changes which the Company will consider.

Tray Pack Days  
Tray Pack Nights  
Turkey Days  
Turkey Nights  
Kill/Evis Days  
Kill/Evis Nights  
Shipping  
Quality Control  
Maintenance  
Clearview (Cook/Prep)

**Letter of Understanding #1** ■

September 24, 2006

Re: Notification of Policy Changes

The Company agrees that when a policy decision or a change in policy is made by the Company with respect to the operation of the facility, the Union will be informed prior to the policy coming into practice.

**Letter of Understanding #12**

**July 6, 2006**

Re: **WSIB** Meeting Requests

Should either party request a meeting with the **WSIB** or the Accident and Sickness Insurance Plan provider, which requires the attendance of an employee, who is part of the bargaining unit, the parties agree to notify the other of the meeting schedule at least one ~~week~~ prior to the occurrence.

Should the **WSIB** or the Accident Sickness Insurance Plan provider request a meeting that requires the attendance of an employee, who is part of the bargaining unit, the company will endeavor to notify the Unit Chair, or designate in advance of the meeting.

**Letter of Understanding #13**

July 6, 2006

Re: Pension Eligibility

This will confirm the agreement with regard to the implementation of Schedule 'C' – the defined contribution pension plan. Notwithstanding the criteria set out in Schedule 'C' those employees who are full time with seniority as of the date of commencement of the Plan will be enrolled and vested in the pension plan as at the date of commencement. The plan will commence on September 24, 2006.

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