

Expiry date: December 31, 2014

AGREEMENT BETWEEN:

MAPLE LEAF FOODS INC., a body corporate carrying on business in the City of Brandon in the Province of Manitoba, hereinafter referred to as the "Company".

AND

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL No. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"

WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and promote efficiency and improved operations;

NOW THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

SECTION 1 NATURE OF THE BARGAINING UNIT

1.01 The Company agrees to recognize the Union as the sole agency for the purpose of collective bargaining for all employees, whether full-time or part-time, at its plant located in the City of Brandon, in the Province of Manitoba, save and except working supervisors and those above such rank, security personnel, office and quality control persons, and those excluded by the Act.

SECTION 2 UNION SHOP

2.01 The Company agrees to retain in its employ within the bargaining unit, as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

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2.02 The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the employee his responsibility in regard to payment of union dues and initiation fee.

2.03 The Company agrees to forward a Membership Application duly completed, to the Union within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the Membership Application. The Membership Application will be used for the duration of the Collective Agreement.

2.04 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

2.05 **No Harassment/Discrimination**

- (1) The Company and the Union agree that the plant should be free of harassment and the Company and the Union agree to cooperate with each other in preventing and eliminating harassment.
- (2) It shall continue to be the policy of the Company and of the Union not to discriminate against any employee because of race, colour, creed, ethnic or national origin, gender, sexual orientation, family status, physical or mental handicap, marital status or Union activity.

2.06 **UFCW Insignia Stickers**

Employees who so desire will be permitted to attach one (1) UFCW insignia sticker to their hard hats. These stickers shall be used to identify the Union name and applicable local number only. The dimensions of these stickers shall not exceed 12" x 22@ and it shall not cover up any company-issued or regulatory labelling. These stickers must meet the same requirements of any Company or regulatory sticker. Where this is done, it is the employee's responsibility that the sticker remains properly attached and in good condition.

SECTION 3 DEDUCTION OF UNION DUES

3.01 The Company agrees to deduct from the wages of the employee such union dues and initiation fee as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) weeks' accounting period and accompanied by a four weeks' or monthly computer **electronic file** of the names, Social Insurance Numbers and plant numbers of the employees for whom deductions were made and the amount of each deduction.

SECTION 4 PROBATIONARY PERIOD

4.01 New employees shall be on probation for a period of twenty-two (22) weeks for full-time employees and nine hundred and eighty (980) hours for part-time employees. The Company, at their discretion, may discharge any probationary employee within the above time limit(s) and said employee shall have no recourse to the Grievance and Arbitration sections of this Agreement.

SECTION 5 HOURS OF WORK

5.01 The normal basic work week for full-time employees shall be forty (40) hours per week, to be worked in five (5) consecutive shifts of eight (8) hours each scheduled by management and/or four (4) consecutive shifts of ten (10) hours each scheduled by management. The Company and the Union agree that in the event of a shortage of hogs, breakdown of machinery, epidemics, circumstances beyond the control of the Company, reconfiguration of equipment, or market conditions, full-time employees may work less than forty (40) hours per week.

5.02 With the exception of the meal and rest periods referred to in section 5.10, a full-time employee's shift for the day shall be comprised of consecutive hours of work.

5.03 For full-time employees who are scheduled five eight-hour shifts in a work week and a General Holiday falls during one of the scheduled work days, and the plant closes on said day, an employee shall work thirty-two (32) hours that week and receive forty (40) hours pay. If a General Holiday falls outside a full-time employee's scheduled work week, such employees shall be paid for all the hours worked in the week of the General Holiday plus eight (8) hours pay for said General Holiday. If two General Holidays fall in the same calendar week, a similar entitlement procedure as above shall apply.

5.04 For employees who are scheduled to work four ten-hour days a week and a General Holiday falls during a scheduled work day, and the plant closes on said day, an employee shall work thirty (30) hours and be paid forty (40) hours for that week. If a full-time employee works a 10-hour 4-day week and the General Holiday does not fall in his scheduled work week, he shall receive an additional eight (8) hours pay for the General Holiday in addition to all the hours worked and paid in the week of the General Holiday. The same procedure shall apply when two (2) General Holidays fall in a calendar week.

For employees who are scheduled to work 12-hour shifts and a general holiday falls on a scheduled work day, and the plant closes on said day, an employee shall have his work week reduced by 12 hours and be paid for 12 hours on the day of the general holiday. If a full-time employee works a 12-hour shift and the general holiday does not fall on a scheduled work day, he shall receive an additional twelve (12) hours pay for the general holiday in addition to

all the hours worked and paid in the week of the general holiday. The same procedure shall apply when two (2) general holidays fall in a calendar week.

5.05 All employees shall have a minimum of twelve (12) hours off between scheduled shifts, except in case of emergency or unless mutually agreeable between the Company and the employees. Emergency shall be defined as any unexpected absence of employees due to illness, injury, mechanical breakdown, or in situations beyond the control of the Company.

5.06 The Company shall grant employees either two (2) consecutive days per week or three (3) consecutive days per week off, consistent with either an eight-hour five-day week or a ten-hour four-day work week. **This provision would not be applied to weeks where the employee works an additional shift of overtime on a non-working day.**

5.07 The Company agrees to notify full-time employees, at least one week in advance, or at the commencement of employment, whether they will work an eight-hour five-day work week or a ten-hour four-day work week. The Company's operation shall be a seven-day work week operation, from Sunday to Saturday inclusive. There will be three (3) shifts in a twenty-four (24) hour work day, designated as the Day Shift, Afternoon Shift, or Night Shift.

5.08 **Part-time Employees' Hours of Work**

The Company may hire up to twenty (20%) percent of the work force as part-time employees. Calculation of the percentage shall take place every four (4) calendar weeks and shall be based on the total number of employees in the bargaining unit, each and every week. If the percentage of part-time employees exceeds twenty (20%) percent in any one week, the number of part-time employees who are in excess of the twenty percent shall be the number used to pay the most senior unskilled part-time employees the full-time unskilled hourly rate of pay for all hours worked by said employees. (i.e. If the Company has 1,000 employees in the bargaining unit and 210 employees in one week were part-time, the 10 most senior unskilled part-time employees will receive the full-time unskilled employee's rate of pay for the number of hours that those ten senior employees worked during any week.)

Part-time employees may be scheduled to work less than forty (40) hours a week, but will not be scheduled to work less than four (4) hours in any one shift when scheduled or called in to work.

5.09 **Scheduling and Posting Work Schedule**

(1) Scheduling shall be done by the Company for full-time employees by classification within each department and by seniority, and for part-time employees shall be done by department and by seniority. Both full-time and part-time shall be scheduled as indicated above, provided that the employee has the ability to perform the normal functions of the job. The plant shall be divided into the following departments:

- | | |
|---|---------------------------------------|
| 1. Front End Kill | 20. Butt Line |
| 2. Front End Kill PM | 21. Butt Line PM |
| 3. Dressing Floor Kill | 22. Loin Line |
| 4. Dressing Floor Kill PM | 23. Loin Line PM |
| 5. Hog Receiving | 24. Pack AM |
| 6. Casings Room | 25. Pack PM |
| 7. Casings Room PM | 26. Rails /MEP |
| 8. Stomach & Chits /Mucosa/Lard | 27. Rails /MEP PM |
| 9. Stomach & Chits /Mucosa /Lard PM | 28. Shipping |
| 10. Maintenance | 29. Shipping PM |
| 11. Dry Goods /Janitorial /Receiving /
Laundry | 30. Shipping Midnight |
| 12. Hamboning - AM | 31. Freezer |
| 13. Conversion PM | 32. Sanitation Cut |
| 14. Block Table | 33. Sanitation Kill |
| 15. Block Table PM | 34. Powerhouse /Waste Water |
| 16. Picnic Line | 35. By-products |
| 17. Picnic Line PM | 36. BY-products PM |
| 18. Belly Line | 37. Cafeteria |
| 19. Belly Line PM | 38. Cafeteria PM |
| | 39. Research & Development |

The Company has the ability to create additional departments during the life of this collective bargaining agreement for legitimate business reasons, providing it informs the Union of its intention within a reasonable period of time of not less than thirty (30) calendar days before establishing the new department(s).

(2) The Company shall post a work schedule for all employees, either working full-time or part-time, no later than Thursday of each week for the following week. If the schedule is not posted by Thursday at 6:00 p.m., then the schedule already posted shall apply for the following week. The Company has the right to call in part-time employees not previously scheduled to work if required by the business.

(3) A schedule of employees may be changed without notice in the event of emergencies, such as snow storm, flood, breakdown of machinery, or other instances of force majeure. In all other cases, except by mutual agreement between the Company and the employee, at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay, at the straight time rate, in lieu of notice.

(4) **Time Clocks**

The Company shall provide time clocks to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the Company.

(5) **Work Schedules**

The work schedule shall consist of regular steady shifts and not rotating shifts except as indicated below for maintenance. Swing shifts shall apply only by mutual agreement, which agreement shall not be unreasonably withheld, both parties recognizing the necessity of maintaining efficiency of the plant, and ensuring the welfare of the employees.

(6) Maintenance Crews will be scheduled on either a week-day rotating **(days and afternoons), weekday midnight, or** a weekend-end shift crew. These crews will not be scheduled to cover opposite crews unless requested through the agreed upon overtime process or by mutual agreement. In the event of sickness or vacation, employees **may** be requested (by seniority) to cover the vacancy on the opposite crew **for a short term temporary replacement**. In the event of staff shortages employees **may** be requested to provide coverage on a shared basis **for a short term temporary replacement**.

Schedules for applicable trades will be posted once a month for a 5-week period. Any changes in schedule or additions of trades will be posted for the beginning of the next work week with a minimum of 48 hours notice.

(7) In the event a Maintenance employee is called in by Management in the case of an emergency, the employee will be compensated a minimum of three (3) hours at time and one-half for each call-in. As such, any time worked on a call-in is not used for calculating overtime for hours worked in excess of 40 hours per week.

(8) If inclement weather occurs which results in road closures (by the Department of Highways or RCMP) outside the city of Brandon which results in an employee being unable to attend work, the employee will not be subject to any disciplinary action, and the absence will be considered to be excused, for all purposes including the attendance bonus.

5.10 **Meal and Rest Periods**

(1) A daily shift of four (4) hours and up to and including five (5) hours shall have one (1) rest period with pay.

(2) A person working a daily shift of more than five (5) hours, but less than seven (7) hours, shall have one (1) rest period, with pay, and one (1) thirty (30) minute meal period, without pay.

(3) A person working a daily shift of more than seven (7) hours and up to eight (8) hours shall have one (1) thirty (30) minute meal period without pay and two rest periods with pay scheduled approximately in the middle of each period before and after the meal period.

(4) **Employees working a ten-hour shift shall have one (1) thirty (30) minute meal period without pay and two (2) fifteen-minute rest periods, and an additional ten (10) minute rest period. (Said 10-minute rest period shall be the last break of the day.)**

(5) Times at which such meal and rest periods are taken shall be scheduled by management. **Rest periods with pay shall be approximately in the middle of each period before and after the meal period. For employees working a daily shift of seven (7) or more hours the meal period shall not start earlier than three (3) hours nor later than five (5) hours after the commencement of the employee's shift.**

(6) If an employee is required to work overtime **prior to or** on the completion of an eight (8) hour shift or ten (10) hour shift, and if the Company does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

(7) The Company and the Union agree that a rest period scheduled by the Company shall be fifteen (15) minutes, and ten (10) minutes for the last rest period in the event of a ten-hour shift, uninterrupted duration. **If a rest period cannot be granted, then the employee will be paid an additional fifteen (15) minutes at the applicable overtime rate.**

(8) Maintenance rest and meal periods are to be taken around production while ensuring there is maintenance coverage on the floor at all times. Flex breaks and lunch should be self administered via radio contact with Leadhand or supervisor asking for permission. If a rest or meal period is interrupted by the Company, for emergency breakdown purposes, the Company has the option of rescheduling the break or compensating for the break time missed. The Company will provide a meal voucher to the employee for the cost of a hot meal if one had been ordered and had not been completed.

5.11 **Personal Breaks**

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

(b) Employees shall not be disciplined or discharged as a result of authorized usage of time for personal breaks granted by the Company. However as a deterrent to excess usage the following measures will apply:

(i) Employees will have the time used on each break deducted from their weekly hours worked.

(ii) Employees who for reasons supported by medical documentation show a specific condition to exist which necessitates greater use of the washroom will not have time deducted for use of the washroom.

(c) The Union agrees to work with the Company to deal with employees who are abusing personal breaks.

5.12 **Clean Up Time**

Employees will be allowed sufficient clean up time with pay prior to the end of their shift in order to meet the HACCP expectations of the Company. Employees must punch out prior to changing into their street clothes. The allotted clean up time that extends beyond the normal shift end due to employees being required to work, will be paid at the rate of time and one-half (1½) the employee's regular rate.

5.13 Each employee is required to notify the Company one-half (½) hour prior (Maintenance Employees shall notify the Company one (1) hour prior) to the start of his or her scheduled work period if he or she is going to be absent for any reason, indicating the reason for the absence and the probable length of the absence. The Company shall have a specific sick call-in number(s), which provides confirmation that the call has been received.

SECTION 6 OVERTIME

6.01 Employees may be requested to work in excess of their regular daily work shift of eight (8) hours per day, or ten (10) hours per day, or forty (40) hours in any one week, and the employees agree to cooperate with the Company in that regard, but no employee shall be required to work an unreasonable amount of overtime. It is further understood that an employee will not be required to work overtime if reasons satisfactory to the Company are supplied. Every employee is expected to make a reasonable effort to be available for overtime. In situations where the Company feels an employee is not making a reasonable effort, a meeting shall be held with the Company, the Union and the employee involved.

6.02 For employees working a five (5) day work week, overtime shall be paid at time and one half for all hours worked or paid (including Union leave) in excess of eight (8) hours per day or forty (40) hours per week. Double time shall be paid for all hours worked on the seventh consecutive day.

Any employee who works a double shift of sixteen (16) hours or more will be paid double time for all hours worked on the overtime shift. Any employee who works a double shift less than sixteen (16) hours will be paid at time and one half for all hours worked on the overtime shift.

6.03 For employees working a four (4) day work week, overtime shall be paid at time and one half for all hours worked or paid (including Union leave) in excess of ten (10) hours per day or forty (40) hours per week. Double time shall be paid for all hours worked on the sixth and seventh consecutive day.

6.04 If an employee voluntarily agrees to come in, with less than 48 hours notice, prior to scheduled start time, the Company agrees to pay an employee time and one-half (1½) for any time worked prior to the regular scheduled start time. The employee will still be expected to work the normal hours associated with their regular shift and the regular rate of pay.

6.05 **Requests for Overtime**

When overtime is necessary, the Union Steward of the department concerned and the employees shall be notified as soon as possible before the shift ends.

Overtime shall be by mutual consent and shall be offered to the most senior employee(s) on the shift, in the department, by classification, and thereafter in descending order of seniority, providing the employee has the ability and qualifications to perform the required work. Overtime will then be offered in order of seniority to qualified employees within the department. Finally, overtime will be offered in order of seniority to qualified employees outside the department.

It is further understood that the efficient operation of the business may require overtime and in this event the most junior employee(s), subject to Section 6.01, on the shift, by classification, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work, but no employee shall be required to work an unreasonable amount of overtime.

For the purpose of Article 6.05, General Labour 1 and 2 will be combined into one classification, Semi-Skilled 1 and 2 will be combined into one classification and Skilled 1 and 2 will be combined into one classification. For the Maintenance department, overtime will be offered by trade.

If any qualified employee is inadvertently missed in this rotation more than one time in a row, then the Company agrees to pay said employee the amount of overtime that said employee should have worked had the Company followed the above procedure.

6.06 There shall be no pyramiding of overtime.

6.07 The Company will allow employees to bank a maximum of eight (8) or ten (10) hours of regular pay from January 1st to December 25th whenever the Christmas holiday schedule requires employees to take additional time off without pay. Any unused banked overtime will be paid out by December 31st of the same year.

SECTION 7 SENIORITY

7.01 Seniority is defined as the length of an employee's seniority with the Company from the last date of hire. The date for full-time employees shall be the date of appointment to a full-time position. The Company and the Union agree that if a part-time employee is appointed to a full-time position during his probationary period as indicated in Section 4.01, that employee must still complete his probationary period until he has worked 980 hours including his part-time and full-time hours.

If employees begin work or are hired on the same date, seniority ranking shall be determined from their date of application to the Company. If the date of application is the same, the ranking shall be established using their birth date, defined for these purposes as the month and day.

7.02 The Company agrees to provide a seniority list to the Union and have same posted on the premises monthly.

7.03 Seniority shall be considered broken and employment terminated if an employee:

- (1) is duly discharged by the Company and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
- (2) voluntarily quits or resigns;
- (3) has been laid off continuously for a period of more than twelve (12) months or is called back to work after a lay off and does not return to employment within the time as set out in Section 8;
- (4) is absent from work without a written leave of absence for more than three (3) working days, unless a satisfactory reason is given by the employee. **Hospitalization** or inability to communicate with the Company **shall** be considered a satisfactory reason;
- (5) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee. **Hospitalization** or inability to communicate with the Company **shall** be considered a satisfactory reason.
- (6) Has not worked for a period of two (2) years or longer due to illness or injury, unless by mutual agreement between the Company and the Union that the period should be shortened or extended. Prior to an employee who is absent from work due to illness or injury being terminated, the Company and the Union will meet to discuss the particular circumstances of the employee in question. The termination of an employee in these circumstances will not affect his or her eligibility for benefits under **Long Term Disability** (LTD).

If the parties are unable to agree on the status of the employee, the Company maintains the right to terminate the employee subject to the Union maintaining the right to grieve the validity of such termination. The employee understands that any termination that is mutually agreed upon between the Company and Union shall be deemed for just cause.

7.04 Seniority shall be the governing factor in matters of promotion, lay-off, choice of shift, recall, reduction from full-time to part-time, and choice of vacation schedule, providing the employee has the ability to perform the normal functions of the job requirements.

7.05 In the event an employee's status changes from full-time to part-time either at the direction of or with permission of the Company, his seniority date will be his most recent date of hire.

When an employee's full-time status is changed to part-time status due to circumstances of maintaining an efficient operation it is understood that such employees shall be considered for full-time positions before employees who have requested full-time employment before any posting is made by the Company.

7.06 The Company agrees to give one (1) week's notice prior to changing an employee's status from full-time to a part-time basis.

7.07 **Part-time**

Part-time employees will have seniority only within the part-time seniority list, and full-time employees will have seniority over part-time employees. For scheduling purposes, part-time employees will still be scheduled separately from full-time employees. Said scheduling shall be done by department, by seniority, providing the employee has the ability to perform the normal functions of the job. The Company agrees to schedule part-time employees as indicated above in order that a senior part-time employee, if hours are available when scheduling a week, may be scheduled up to forty (40) hours.

SECTION 8 LAYOFF AND RECALL FROM LAYOFF

8.01 **Layoff Notice / Definition**

(a) A layoff, for the purpose of this section, shall be defined as a layoff of seven (7) consecutive calendar days or longer.

(b) In the case of layoff of employees with less than six (6) months of seniority, the Company agrees that two (2) working days notice shall be given. For employees with six months or more of service, notice in writing of two (2) working days shall be given for each year of service, up to a maximum of five (5) working days.

8.02 Layoffs and recall to employment shall be based on seniority, i.e., the last hired employee shall be the first laid-off, and the last laid-off shall be the first recalled, provided the senior employee is able to perform the normal functions of the job, or can qualify reasonably quickly. Those given such opportunity to qualify must within one (1) week demonstrate ability to perform the assigned classification satisfactorily.

Part-time employees shall be laid off prior to full-time employees on the criteria set out above.

Full-time employees shall be recalled prior to part-time employees on the criteria set out above.

8.03 In the event that a full-time employee is laid off due to reduction of business, said employee would be entitled to displace the most junior full-time employee in another department within his classification, and be given an opportunity to demonstrate his ability to perform the normal functions of the job within one week, except in the event of permanent closure of a department or a job becoming redundant, in which case this period of time shall be up to ten (10) working days. When a junior full-time employee is displaced by another senior employee as indicated above, he shall be offered the opportunity to remain part-time in his classification in another department, by displacing the most junior employee, or by displacing the most junior part-time employee, or displacing the most junior full-time employee in a lower rate of pay classification, or be laid off if the employee so chooses.

8.04 Any employee who has been notified at his or her last known address to return to work, and within five (5) calendar days has failed to do so without reasonable excuse, shall be considered to have quit his or her employment voluntarily and his or her existing seniority rights shall be therefore terminated. When such notice is sent to any employee, a copy thereof shall be sent concurrently to the Union.

SECTION 9 VACANCIES / CLASSIFICATION POSTINGS

9.01 Available General I Jobs will be listed and updated on a weekly basis indicating Department and scheduled times. In the event that an employee applies for an available General Classification, they shall submit their request before the list is updated the following week. The Company will then give them the opportunity to qualify for the next available position based on their ability to perform the work. Employees who apply and are accepted for a position above may not apply for **another General Labour 1** job posting until they have worked six months in the position.

9.02 New classifications and permanent vacancies in existing classifications shall be posted on the bulletin board for three (3) working days within seven (7) working days from the new classification(s) or the vacancy(ies) being created. The classification(s)/ vacancy(ies) shall be awarded within fifteen (15) calendar days

from the end of the three (3) day posting, provided the remaining employees can satisfactorily and efficiently perform the work required, but in any event, the job shall be awarded within **forty-five (45)** calendar days. Interested employees shall sign the posting notice. The Company will provide copies of job postings, applicant lists and the name of individual(s) awarded the job to the Chief Steward. **The name of the successful applicant will be posted on the bulletin board.**

Vacancies occurring as a result of filling a temporary position will be filled by Management, by giving an opportunity to senior qualified employees to fill the job vacancy.

Job postings shall identify the classification, hours of work, which means the starting and quitting time, and the work centre or department.

Successful applicants who have bid, viewed and accepted a job posting, shall not be considered for any other current job postings for which they've applied and under this provision may not apply for a further job posting until they have worked nine (9) months in the position. Successful applicants who are removed by the company will not be subject to the nine month bar once every calendar year. Successful applicants for a temporary vacancy must remain in that position until the incumbent returns to work, or may be released earlier if the Company approves.

Employees who are on workers compensation or weekly indemnity for more than one month shall be bypassed when granting the bid position.

9.03 In order to qualify as indicated in this section, an employee must have the ability to regularly perform the normal functions of the job after a reasonable training period. Which shall be tested when the Company gives the senior employees a maximum consecutive training/qualifying period as follows: General Labour - 5 completed working days; Semi-skilled - 10 completed working days and Skilled - 15 completed working days, to demonstrate his knowledge, training, ability and physical fitness for the position to which the employee applied. The Company will give employees a maximum consecutive training/qualifying period of twenty (20) working days to Maintenance Helpers.

The Company agrees that the training/qualifying periods indicated above are the period of time that the Company assign in order to form an opinion as to whether or not an employee will eventually be able to perform the work without instruction or assistance.

If the employee selected has performed the said job in a classification within the last twenty-four (24) months, **and can still perform the said job**, there will not be a need for a trial period.

9.04 A part-time employee may become a full-time employee when either of the following circumstances arise:

- (a) a part-time employee successfully bids for a full-time position and is awarded the position as per 9.01 above; (the Company and the Union agree that full-time employees shall be given preference over part-time employees when full-time positions are available) or
- (b) a part-time employee has worked the same number of hours as a full-time employee over a three (3) calendar month period. They shall then be deemed to be a full-time employee and shall receive pay and benefits according to the full-time employee's classification in the collective bargaining agreement. The exception to this rule shall be when a part-time employee is specifically informed that he is replacing an employee for vacation purposes, leave of absence, illness or injury, or workers compensation for a period not exceeding six (6) calendar months.

SECTION 10 JOB ROTATION WITHIN CATEGORIES

10.01 The Job Rotation Committee will identify the positions within each category and employees will be allowed to rotate jobs within their categories in order to promote greater productivity, safety on the job, and job satisfaction. The Job Rotation Committee agrees to consult with the affected employees to determine job rotation based on the principle that there is no job ownership. The length of time or duration shall be determined by the Job Rotation Committee, consistent with the objectives of the rotation system.

The Company agrees to form a job rotation committee composed of **four (4)** employees designated by the Union, one of whom may be a full-time Union Representative, and **four (4)** company representatives designated by management.

In identifying the position(s) within each category for rotation, the committee shall take into consideration the safety and ergonomic needs of the employee(s), their ability to do other job(s), and the length of time that employee(s) have been working on a similar job. The Company agrees that not necessarily all jobs will rotate.

Said committee shall meet not less frequently than once per calendar month for the timeframe required to get the rotation fully defined and implemented. The frequency of meetings would then be revised accordingly to ensure the job rotation system is working effectively. The Union President and Secretary-Treasurer agree to get involved with the Plant Manager and Senior Manager of Human Resources on any issues in which the Committee cannot resolve.

SECTION 11 GENERAL HOLIDAYS

11.01 (a) The Company agrees to pay all regular employees eight (8) hours

at their regular rate of pay for **eleven (11)** paid general holidays, namely:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

and any other days declared by the Federal or Provincial Government. **For employees working 10 or 12 hour shifts or those working regular overtime, it will be their average length of shift in the last four (4) week period.**

(b) The above General Holidays indicated in 11.01 (a) above shall be observed during the life of this collective agreement on the following dates:

<u>Holiday</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
New Year's Day	January 1	January 3	January 2	January 1	January 1
Louis Riel Day	February 15	February 21	February 20	February 11	February 10
Good Friday	April 2	April 22	April 6	March 29	April 18
Victoria Day	May 24	May 23	May 21	May 20	May 19
Canada Day	July 1	July 1	July 2	July 1	July 1
Civic Day	August 2	August 1	August 6	August 5	August 4
Labour Day	September 6	September 5	September 3	September 2	September 1
Thanksgiving	October 11	October 10	October 8	October 14	October 13
Remembrance Day	November 11	November 11	November 12	November 11	November 11
Christmas Day	December 24	December 26	December 25	December 25	December 25
Boxing Day	December 27	December 27	December 26	December 26	December 26

**In regards to the Christmas Day /Boxing Day days off, the following will apply:
There will be an extra day off without pay as follows:**

Kill floor may get an extra day off before the holidays and Cut floor may get an extra day off after the holidays. Employees will be allowed to take banked overtime for this day.

If a statutory holiday does not fall on a work day within the scheduled work week of an employee, he or she shall, at the discretion of the employee, receive either an additional eight (8) hours pay or another day off with pay, within thirty (30) calendar days, or a day mutually agreed upon between management and the employee, in addition to all hours worked and paid in the week of the statutory holiday, providing the employee qualifies as per Article 11.04.

11.02 In order for a full-time or part-time employee to receive pay for a General Holiday, he must not have been voluntarily absent from work on the scheduled work day prior to or following such holiday **except for illness supported by medical documentation.**

Any employee on leave of absence granted by the Company, at the request of the employee, shall not qualify for a General Holiday with pay if he is absent on both his last scheduled work day prior to, and his first scheduled work day following the General Holiday.

Any employee receiving a payment for a General Holiday under Weekly Indemnity benefits or Workers Compensation, or sick days, or who has been laid off, shall not be entitled to General Holiday pay.

11.03 Eligible full-time employees shall suffer no reduction in their pay for a General Holiday as set out in 11.01 above, and shall be paid as indicated in 5.03 and 5.04 of this agreement.

11.04 When a General Holidays falls on a regular scheduled day, eligible part-time employees shall be compensated **for general holidays based on their average hours worked during the last four (4) weeks.**

If the Holiday falls on a non-working day, eligible part-time employees shall receive five (5%) percent of the employee's total wage, excluding overtime, for the four (4) week period immediately preceding the Holiday.

SECTION 12 WAGES

12.01 The minimum hourly rates of wages for all employees coming under this Agreement shall be as set out in Appendix "B" of this Agreement. The rates of pay provided in Appendix "B" are minimum rates and apply to the job classifications. The Company reserves the right to pay employees within a job classification higher than the classification rate.

12.02 Injury at Work

An employee injured while working in the plant shall suffer no loss of earnings for the hours he or she would have normally worked but were lost on the day in which the accident occurred. Employees will be required to provide written confirmation from the attending physician of treatment and inability to return to the workplace for the balance of the shift if requested by management.

SECTION 13 PREMIUM PAYS

13.01 Lead Hand Premium

An employee designated as a lead hand by management shall be paid seventy-five (75¢) cents per hour for all hours worked as lead hand. **There will be one lead hand on each shift in departments greater than twenty-five (25) employees.**

13.02 **Corporate Trainer**

An employee designated as a Corporate Trainer by Management shall be paid an additional fifty (50¢) cents per hour for all hours worked as a Corporate Trainer. In order to qualify an employee must have the ability to do all the jobs.

13.03 **Off Shift Premium**

Off shift shall be defined as a shift where the majority of an employee's scheduled hours fall between **3:00 p.m. and 7:00 a.m.** The Company agrees to pay any employee working the **Off Shift thirty-five (35¢) cents per hour (forty (40¢) cents effective January 3, 2011)** in addition to the employee's regular hourly rate of pay, for all hours worked.

SECTION 14 VACATIONS WITH PAY

14.01 Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set forth below, are that they not have missed more than thirty (30) days during a continuous twelve (12) month period, but time for absence from work not to include:

- (1) the period of vacation;
- (2) time during which the employee has been authorized by the Company to be absent from work (including union leave);
- (3) **time during which the employee has been on WCB or short term disability;**

Where a full-time employee does not qualify for vacation with pay as outlined above he shall receive vacation pay calculated at two (2%) percent of his total wages earned for each week of vacation entitlement, for which no vacation allowance has been paid.

14.02 Full-time employees with less than one (1) year's full-time seniority by April 1st will receive an amount equal to four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid, up to April 1st. Such employee(s) shall be allowed time off for vacation purposes, without pay, up to two (2) consecutive weeks outside the period of April 1st to September 30th, inclusive, unless otherwise mutually agreed to between the employee and the Company.

14.03 Vacation entitlement for full-time employees based on years of full-time seniority, except as defined in 14.19 below, will be as follows (with the exception of part-time employees going to full-time who shall be credited with one year of seniority for vacation purposes only, equalling 2000 hours worked or paid):

one (1) or more years by April 1st - two (2) weeks' vacation with pay;
five (5) or more years by April 1st - three (3) weeks' vacation with pay;
ten (10) or more years by April 1st - four (4) weeks' vacation with pay.

14.04 Employees with five (5) years of employment in the past ten (10) years, upon completion of one (1) year of full-time seniority from their most recent full-time employment date, shall be entitled to three (3) weeks' vacation with pay.

14.05 **If full-time employees so request, they shall be granted their vacation consecutively, up to a maximum of three (3) weeks' vacation with pay during the months of April 1st to September 30th, except as indicated in 14.06 and 14.07, or unless otherwise mutually agreed to between the employee and the Company.**

14.06 Full-time employees entitled to four (4) weeks' vacation with pay shall be granted said vacations consecutively, except during the months of June, July, August, September and December, unless otherwise mutually agreed to between the employee and the Company.

14.07 The vacation period shall be from April 1 to March 31, for all employees, unless otherwise mutually agreed between the employee and the Company.

14.08 **Vacation Scheduling**

Vacations may be granted at any time throughout the calendar year, subject to the demands of the business and up to a maximum of ten (10%) percent of the employees in any department will be allowed vacation at the same time.

Beginning January 1st of each year, in each department, the Company through its working supervisor, shall ask each employee in each department their vacation preference for the first, second and third week of vacation entitlement, in order of seniority. Employees will also indicate their preference for any remaining weeks of vacation entitlement, one week at a time, in order of seniority.

When qualifying employees request their vacation entitlement they can request their entire entitlement at one time, for example: request all weeks in one initial vacation "pick" subject to Sections 14.05 and 14.06. In the event that the Company receives vacation requests which, if granted, would exceed the 10% maximum of the employees in the department, seniority shall govern. Preference will be given to the senior employees' vacation requests until the 10% is met in the department.

This process shall be completed no later than March 1st of that year. The working supervisor and the Company, consistent with the above and

the seniority provisions of the collective bargaining agreement, shall then post the approved vacation schedule no later than April 1st and it shall remain posted. Said approved vacation schedule shall not be changed unless mutually agreed between the employee and the Company. The Company will make a sincere effort to grant vacation time as requested by the employee.

In calculating the 10%, the number will be rounded up. If there are four employees in a department, one employee would be allowed to go on vacation at a time.

14.09 When a General Holiday occurs during a full-time employee's vacation period, an extra day's vacation shall be granted if the holiday is one which the employee would have received had he been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra eight-hour day's pay shall be given in lieu of an extra day's vacation.

14.10 A full-time employee's approved scheduled vacation dates will not be changed by the Company without two (2) weeks' prior notice and in no event will they be changed if the employee produces evidence of a financial commitment for vacation purposes which cannot be refunded.

14.11 If a full-time employee is ordered by a physician to be confined to his home or in the hospital due to serious illness (not to include day surgery) or injury while on vacation, the employee may request that the balance of his vacation be rescheduled following the employee's return to work but at a time outside the vacation period from April 1 to September 30.

14.12 Full-time vacation entitlement must be taken from April 1st to March 31st to coincide with the eligibility date of April 1st, unless by mutual agreement.

Employees will be allowed to carry over up to two (2) weeks of unused vacation from year to year.

14.13 Full-time employees who work less than one (1) year and whose employment is terminated, shall receive vacation pay calculated at four (4%) percent of their total wages earned for the period of time for which they have not received any vacation pay.

Part-time

14.14 Part-time employees will receive vacation pay allowance based on their previous year's total wages earned January 1st to December 31st, and same shall be paid during the month of April of each year. Entitlement will be based on years of seniority with the Company to December 31st of each year as outlined below:

less than five (5) years	- 4%
five (5) years but less than ten (10)	- 6%
ten (10) years and more	- 8%

14.15 Employees with five (5) or more years of employment in the last ten (10) years shall receive six (6%) percent of their total wages earned for the vacation period for which they have not received any vacation pay.

14.16 Upon written request of the employee, the Company agrees to grant time off for vacation purposes without pay, based on the full-time employees' schedule for the vacation entitlement for number of weeks entitlement only. Three (3) consecutive weeks shall be granted during the months of April, May, June, July, August, or September, the balance to be granted by the Company in any other month, unless otherwise mutually agreed to between the Company and the employee.

General

14.17 The words "total wages earned", wherever stated in this Section, shall be defined in **The Employment Standards Code** of the Province of Manitoba.

14.18 Provided an employee gives two weeks' notice the company agrees to pay employees their vacation pay in advance.

14.19 The Company reserves the right to determine the vacation period for each employee, subject to the seniority provisions of this Agreement.

14.20 For the purpose of vacation entitlement in Section 14, years of seniority as indicated above shall not include periods of time when an employee has been laid off.

SECTION 15 MANAGEMENT'S RIGHTS AND FUNCTIONS

15.01 The management of the Company and the direction of the working force, including the right to plan, direct and control plant operations, to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations; to hire; lay off or assign employees' working hours; promote; demote, discipline, suspend or discharge employees for just cause, are to be the sole right and function of the management.

15.02 The Company shall be the sole judge as to the products to be handled in its plant.

15.03 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

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

SECTION 16 HEALTH AND SAFETY

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

16.02 Health and Safety Committee

The Company and the Union agree to set up a Safety Committee of **sixteen (16)** members with equal representation from both parties. The functions of this committee are to see that safe working conditions for all employees are maintained. Meetings of the Safety Committee shall be held monthly during regular working hours.

Whenever possible, such meetings will be held in the third week of each month. Upon management approval all time spent investigating health and safety issues and attending health and safety meetings shall be paid time.

The Company agrees to grant sufficient time off for the Committee/Chairperson to perform their duties.

16.03 The Company agrees to pay up to one (1) normal working day per person per year for all Safety Captains and up to two (2) normal working days per person per year for members of the Safety Committee to attend seminars, courses, or conferences **related to health and safety**. The time and scheduling for this time off is to be mutually agreed upon between the Company and the Union.

16.04 No employee shall be sent from one extreme working condition to another in the same day, such as from a killing floor to a freezer or cooler without a minimum of ten (10) minutes as a cooling off period.

16.05 First aid shall be available for workers on all shifts.

16.06 Right to Refuse Dangerous Work

In situations where an employee has reasonable grounds to believe and does believe that the particular work is dangerous to his or her safety or health the employee shall first report his or her concerns to his or her immediate supervisor. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous to his or her safety or health, **the Company, the Worker Co-Chair of the Joint Health & Safety Committee and the employee must conduct an investigation into the situation. If the condition is not corrected after the**

inspection, the employee shall be entitled to refuse to perform that particular work until such time that a person from the appropriate government agency has come to the Company's operation to inspect the particular work firsthand. During this time period the employee may be assigned to alternative duties that may be available within the plant. Payment for the above noted time period will not be made if the employee refuses to perform alternative duties.

16.07 Protective devices and other equipment not indicated in 16.08 deemed necessary to properly protect employees from injury shall be provided by the Company. Protective devices and equipment provided by the Company will be in good condition and in the proper size, provided a supplier of the proper size is available.

16.08 **Protective Clothing / Equipment provided by the Company**

Laundered cooler coats, pants (shirts as required), aprons, rubber footwear, wetwear, "mousetraps", knives, steels, scabbards, safety head gear, coveralls, mesh gloves, rubber gloves, hair nets, **balACLAVAS**, **beard nets**, cotton gloves, and freezer jackets shall be provided by the Company, and replacements shall be supplied as authorized by Supervision as needed. The supply of equipment or replacement of equipment as indicated above shall be at no cost to the employee(s).

Protective clothing and/or equipment provided by the Company will be in good condition and in the proper size, provided a supplier of the proper size is available. **If the proper size is not available, then they will be altered to fit for those employees agreed to by the health and safety committee.** All safety equipment will be of good quality.

Employees who intentionally damage protective clothing and/or equipment provided by the Company will be responsible for the cost of repair or replacement of same. **Replacement of freezer jackets, knives and safety equipment shall be provided on a 1-for-1 exchange basis at the discretion of the Supervisor.**

16.09 **Tools**

Employees must supply their own tools. The Company agrees to give each employee required to use their own tools a tool allowance of **two hundred (\$200.00)** dollars every six (6) months, based on their date of hire.

16.10 **Knife Sharpening**

If the Company does not designate an employee to be a knife sharpener on a shift, the Company agrees to provide sufficient time off, with pay, during the shift for knife sharpening purposes.

16.11

Safety Boots

The company reserves the right to determine footwear suitable for areas within the Plant based upon safety, durability and quality requirements. This footwear must remain on company premises to maintain quality and food safety standards. Employees are expected to maintain footwear in good condition.

The Company will **provide each employee with a pair of quality safety boots or safety rubber boots free of charge each year and each year thereafter on their anniversary date, and earlier due to wear and tear with approval of the Supervisor.**

Probationary employees who are issued company-supplied footwear will not be eligible for reimbursement for six (6) months.

Employees working in the freezer will be provided with **winter boots and replacement liners as needed.**

Employees working in **the rails**, shipping/receiving departments or **employees working outside** will be provided with **winter boots and replacement liners as needed during the months of October 1st - April 30th. Replacement of winter boots and replacement liners shall be provided on a 1-for-1 exchange basis and at the discretion of the supervisor.**

Employees shall, at their option, be entitled to purchase their own CSA approved safety boots or safety rubber boots, and the Company shall reimburse the cost upon proof of purchase up to a maximum of one hundred and thirty-five (\$135) dollars once every calendar year.

16.12

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

The Company and the Union agree to cooperate with the Joint Health & Safety Committee to identify and keep track of injuries occurring in the plant with a view to jointly working towards the elimination of all accidents in the workplace. In order to accomplish and work toward this goal, the company agrees to give copies of all accident reports, describing the nature of the injury and the name of the person, date, time, place, etc.

This information shall be given monthly to the Health & Safety Committee, who shall be provided a mutually agreeable time between the Company and the Health & Safety Committee during working hours for the purpose of further investigation or discussion with injured employees, or observe working conditions, and bring the result of their investigation, if warranted, back to Management, with recommendation for proposed changes.

The Company agrees to consider these proposed changes and bring in their experts as required to meet with the Plant Health & Safety Committee to

assist in eliminating accidents, proposing ergonomic changes, which the Company may implement.

The Committee, at all times, will encourage employees to work in a safe and productive manner.

16.13 Ergonomics

The Ergonomics Committee will address ergonomics issues at the plant. The committee will be composed of a minimum of three (3) members designated by the Union, one of whom may be a full-time Union Representative, and three (3) from the Company. The purpose of the ergonomics committee is to promote greater productivity, safety on the job, job satisfaction, and to reduce repetitive strain injuries. The committee will recognize, identify and analyze work processes and practices and will make the necessary recommendations to management to act upon, which will ultimately reduce repetitive types of strain injuries.

SECTION 17 STRIKES AND LOCKOUTS

17.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

SECTION 18 UNION REPRESENTATIVE'S VISITS TO PLANT

18.01 Duly authorized full-time Representatives of the Union shall be entitled to visit the plant for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

When entering the plant and before visiting the plant, the Union Representative shall contact the management representative and advise that they intend to visit the plant and shall follow all Safety and Quality requirements.

18.02 The interview of an employee by a Union Representative shall be permitted after notifying the Supervisor, and shall be:

- (1) carried on in a place in the plant designated by management;
- (2) held whenever possible during the meal period. However, if this is not practical,
- (3) during regular working hours. Time taken for such interview in excess of fifteen (15) minutes shall not be on Company time unless with the approval of management.

18.03 The Company agrees to co-operate with the Union Representatives in the discharge of their duties and provide them with the necessary information as it relates to the collective bargaining agreement.

SECTION 19 LEAVES OF ABSENCE

19.01 Shop Stewards, as set out in Section 25, shall be granted time off without pay to attend Union business, up to five (5) days per year, providing the Company is given two (2) weeks prior notice of such request. The five day limit will not apply to the Chief Steward, Assistant Chief Stewards or members elected to the Executive Board, who shall be granted the time necessary to perform their duties with the Union.

19.02 Any employee with one (1) year or more seniority may request a leave of absence of **up to two (2) weeks** without pay, **once every two (2) years**. Employees must first apply any unused vacation time towards any leaves of absence. The request shall be made in writing, giving full details, and same shall be considered by management on an individual basis, taking into account the reason for the request and their ability to accommodate the request based on operational requirements. **Such requests are to be presented two (2) weeks in advance of the request.** The granting of such requests shall not be unreasonably withheld by the Company. Such leaves will be lower in priority to vacation requests **and subject to Section 14.08.**

If an employee uses the above noted leave to work for another employer without disclosing this to the Company they shall have been deemed to have resigned.

19.03 Upon thirty (30) days prior notice in writing from the Union, the Company agrees to grant a leave of absence of up to one (1) year to one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits, except that seniority shall continue to accumulate to a maximum of one calendar year. The Union agrees to notify the Company at least two (2) weeks in advance of the employee's return to work for the Company.

19.04 **Maternity/Parental Leave**

A female employee who has been employed by the Company for seven (7) consecutive months or longer, shall be eligible for a granted maternity leave of absence by the Company. Said employee is required to provide written notice to the Company where possible at least four (4) weeks before the expected birth, but in any event no later than two (2) weeks after they stop working, including a medical certificate stating the estimated date of delivery. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to work immediately following her maternity leave, she must make application, in writing, and give the Company a minimum of four (4) weeks' notice in advance of the day she intends to return to work. She must provide the Company with a doctor's certificate, certifying her to be medically fit to work.

Seniority shall accrue during a maternity leave of absence and benefits accumulated prior to said leave shall be maintained.

Parental Leave

(1) Entitlements
Every employee

(a) who,

(i) in the case of a female employee, becomes the natural mother of a child,

(ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or

(iii) adopts a child under the law of a province; and

(iv) has been employed by the Company for seven (7) consecutive months or longer

(b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks.

(2) **Commencement of Leave**

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee will decide when his or her parental leave is to commence.

(3) **Late Application for Parental Leave**

When an application for parental leave under 19.04 1(a) above is not made in accordance with 19.04 1(b), the employee is nonetheless entitled to, and upon application to the Company shall be granted, parental leave under this article for the full thirty-seven (37) week leave period.

(4) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced, or in a comparable position with not less than the same wages and benefits if the position they occupied no longer exists.

(5) **E.I. Benefits**

Eligible employees will be entitled to collect E.I. benefits in amounts and for a time period as provided for under the E.I. Act.

(6) Seniority shall accrue during a parental leave of absence and benefits accumulated prior to said leave shall be maintained.

(7) Benefits provided for in this article are in addition to any and all maternity leave benefits that are available to an employee.

(8) If the Employment Standards Code changes in the Province of Manitoba to allow for time off for maternity/parental leave, the Company agrees to abide by the new regulations.

19.05 **Personal Leave (1 - 4 days)**

The Company will consider granting a personal leave without pay (up to 4 days) to employees where required. The request will be made in writing as far as in advance as possible. The consideration of such request will be subject to the reason for their request, frequency of the request, and the ability to accommodate the request based on operational requirements, but will not be unreasonably denied. **Any time taken off for personal leave will be considered an authorized absence and will not affect an employee's attendance bonus.**

19.06 **Jury Duty**

Full-time employees, and part-time employees averaging twenty (20) hours or more per week in the four (4) preceding weeks, summoned to jury duty, shall be paid wages amounting to the difference between the amount paid them for jury

duty and the amount they would have earned had they worked on such days to the maximum of eight (8) hours per day or forty (40) hours per week. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off.

19.07 **Witness Fees**

Employees required to appear in Court as a witness on behalf of the Company or the Crown will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days to a maximum of eight (8) hours per day and forty (40) hours per week.

Employees appearing as a witness on behalf of the Company on their day off will be paid a minimum of four (4) hours or the amount they would have earned had they worked on such day, as above. This compensation shall be paid at the employee's straight time hourly rate and shall not be considered as payment for time worked.

19.08 **Bereavement Pay**

(a) All employees shall be granted time off from work, with pay, to a maximum of three (3) consecutive scheduled work days, in the event of death in the immediate family. The term "immediate family" shall mean spouse or common law spouse, parent or stepparent, child or stepchild, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, **and grandchild.**

(b) **Bereavement leave shall be extended by up to two (2) additional working days without pay, concurrent with the leave, as may be necessitated by reason of travel to attend the funeral, when the funeral is held more than five hundred (500) kilometres (one way) from the employee's place of residence. Additional days off without pay for other reasons may be granted by mutual agreement between the Company and the employee concerned.**

(c) All employees shall be granted time off work, with pay, to a maximum of one (1) day **in the event of death** of a grandparent-in-law, aunt or uncle.

(d) **If a bereavement leave occurs during an employee's vacation, that portion of their vacation time shall be rescheduled upon their return to work at a time agreed upon between the employee and their immediate Supervisor.**

(e) **Proof of death may be requested by the Company. (Acceptable proof will include death certificate, newspaper notice, memorial card or letter from a local clergy.)**

19.09 Family Responsibility Leave

In the event of an illness or injury occurring to an employee's immediate family (as defined in the *Manitoba Employment Standards Code*), an employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed three (3) days of unpaid leave in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing family member. The Company will be given as much notice as possible in such events. If an employee takes any part of a day as leave under this section, the Company will count that day as a day of leave for the purpose of this section. Any time off taken for family responsibility leave will be considered an authorized absence and will not affect an employee's attendance bonus.

19.10 Compassionate Leave

The Company agrees to grant time off consistent with the compassionate leave provisions of the *Manitoba Employment Standards Code*.

SECTION 20 HEALTH AND WELFARE

20.01 Health and Welfare benefits shall be as contained in Appendix A to this agreement.

SECTION 21 DISCIPLINE

21.01 When an employee in the bargaining unit is subjected to a disciplinary interview (where the Company intends to discipline the employee, such as to be given a written reprimand, suspension, or discharge), said employee shall have a Shop Steward present, or, in the absence of a Shop Steward, an employee from his **department**, in the bargaining unit, of the employee's own choice. Should an interpreter be required, another employee capable of interpreting the applicable language shall also attend this interview. The interpreter will be in addition to those mentioned above only if a Union Steward is unable to provide the interpretation required. It is expected that those mentioned (with the conditional provision of the interpreter based on need) will be in attendance from the **start** of the interview.

21.02 **The employee will be given a copy of such discipline which is to be entered on the employee's personnel file. A copy of the discipline will be faxed to the Union office.** If a Shop Steward or member is not present as required, or a copy of disciplinary notice is not faxed to the Union office, the resulting discipline shall not be valid and may not be utilized by the Company. Representation shall not be required in the case of probationary employees or in the event of a suspension pending investigation where no disciplinary interview is held.

21.03 In unusual circumstances, where it is necessary for the Company to advise an employee by mail of discharge, **the Company will fax a copy of the discipline to the Union office.**

21.04 **Removal of Disciplinary References**

The Company will remove all disciplinary references from the employee's personnel file twenty-four (24) months following the date of occurrence, after which the Company shall not use any such disciplinary references against the employee at a later date. This time frame of twenty-four (24) calendar months shall not include periods of layoff or periods of leave of absence without pay.

SECTION 22 ADJUSTMENT OF GRIEVANCES

22.01 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

22.02 **Information**

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Company agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his proper rate of pay.

22.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the Company shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the Grievance Procedure shall apply.

22.04 The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

22.05 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, or within ten (10) working days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party. **In regards to a disciplinary grievance, "the event giving rise" will be the date the Union receives notification by fax as per Article 21.02.**

22.06 All grievances shall be submitted in writing.

22.07 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

- (1) by a discussion between the employee and the Union Representative, or the employee's immediate superior.
 - (a) When an employee takes a grievance to the Union Representative, Step One of the Grievance Procedure shall be considered complied with, providing the Union Representative files the grievance in writing with the Plant Manager or his designate. The Human Resources Manager or his designate shall reply to the grievance in writing within five (5) calendar days to the Union. After five (5) calendar days, the Union Representative may proceed to Step Two.
 - (b) If an employee takes a grievance to his immediate superior and a satisfactory settlement has not been reached within five (5) calendar days, then:
- (2) The Union Representative or his designate may take the matter up with the Company Official designated by the Company to handle labour relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

22.08 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Section 23.

SECTION 23 SELECTION OF AN ARBITRATOR

23.01 After one of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in section 23.02.

In the interest of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. During the life of this collective bargaining agreement, the parties may mutually agree to a list of mediators other than the mediators provided from the Province of Manitoba Conciliation Services.

23.02 A grievance shall be referred to the single Arbitrator as indicated below according to the date of the grievance to the following panel of individuals:

- (1) Blair Graham
- (2) Arne Peltz
- (3) Michael Werier
- (4) Diane Jones
- (5) Gavin Wood

commencing with the name following the name of the last Arbitrator, and commencing again at the beginning of the panel after coming to the end of the panel. For the purpose of such allocation a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If in any case the Arbitrator allotted is unwilling or unable to act, the individual whose name follows his in the panel shall be submitted as the Arbitrator.

23.03 Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty calendar day or ninety calendar day requirement, or in the event that none of the six arbitrators listed above are available to meet within the 30 calendar day requirement or 90 calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the 30-calendar day requirement, or 90-calendar day requirement, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to him or her other than suspensions or terminations.

23.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he deems essential to a full understanding and determination of the issues involved. In reaching his or her decision, the Arbitrator shall be governed by the provisions of this Agreement.

23.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Company's action, or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way it deems advisable.

23.06 The decision of the Arbitrator shall be final and binding upon all parties concerned.

23.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in Section 23.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to

any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

23.08 It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of Section 22 of this Agreement.

23.09 The expense and fee of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

SECTION 24 BULLETIN BOARDS

24.01 The Company agrees that during the term of this Agreement, it will allow the Union to install its own Union bulletin board in locations throughout the plant as mutually agreed between the Company and the Union. The purpose shall be to post notices directly related to the employees and any notice other than routine notices must first receive approval of management.

SECTION 25 COMPANY AND UNION CO-OPERATION -- SHOP STEWARDS

25.01 The Company recognizes the right of the Union to appoint one (1) Chief Shop Steward. The Company recognizes the right of the Union to appoint one (1) Assistant Chief Shop Steward per shift.

The Union will have the right to appoint one (1) additional Shop Steward for each shift, within a department, where there are more than fifty (50) people. The Union will have the right to appoint one (1) additional Shop Steward per shift from each ethnic community represented by more than **one hundred (100)** people, if there is no Steward from that ethnic community on that shift.

25.02 The Union shall inform the Company, in writing, of the names of their Shop Stewards or any changes.

25.03 Introduction of Steward

The Supervisor, Corporate Trainer or Company-designated employee shall introduce new employees to the Union Steward in the Department.

25.04 Grievance Investigation

The Union Chief Shop Steward, or in his absence the Assistant Chief Shop Steward, shall be allowed time off, with pay, during regular working hours, for the purpose of investigating any grievances. The Chief Shop Steward, or Assistant Chief Shop Steward, requesting time off the job to investigate grievances must make

their request through their working supervisor and Human Resources Representative. Within one (1) hour of such request the Steward will be released providing the efficiency of the operation will not be affected.

25.05 **Orientation**

The Company shall allow the full-time union representative, or his designate, reasonable time (minimum of 60 minutes) during the new employee orientation to explain their rights and obligations.

SECTION 26 RELIEVING RATES

26.01 Any employee who is temporarily assigned to work in a higher paying classification or category shall receive the higher rate of pay for all time so employed, unless an employee works four (4) hours or more in which event they will be paid for the entire shift.

26.02 Any employee who is temporarily assigned to work in a lower paying classification or category at the request of the Company shall nevertheless continue to receive his or her higher rate of pay for all time so employed.

26.03 Lead Hand /Corporate Trainer

Employees assigned to relieve a Lead Hand /Corporate Trainer for one (1) day or more shall receive the appropriate premium in addition to their hourly rate of pay.

SECTION 27 PAY PERIOD -- DIRECT DEPOSIT

27.01 The Company agrees to a weekly pay period for all employees covered in the bargaining unit. The Company shall pay by direct deposit to the employee's account in a financial institution of the employee's own choice. The Company shall give a pay stub breakdown of said weekly payment to the employees at the plant or by mail in the event the employee is not at work.

**SECTION 28 MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832,
EDUCATION AND TRAINING TRUST FUND**

28.01 The Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund shall be as indicated in Appendix "C" of this Agreement.

SECTION 29 LOCKERS

29.01 The Company agrees to provide separate lockers for all employees. In the event that space and/or zoning requirements restrict the Company from being able to accommodate, the Company will advise and work with the Union to determine suitable and reasonable arrangements.

29.02 It is understood between the parties that such lockers may only be entered in one of the two following circumstances:

- (1) (a) in the presence of the employee; or
 - (b) if requested by the employee, in the presence of a Shop Steward; or
 - (c) direct access for the specific purpose of locker cleaning, verification audit or condition inspection, by giving five working days notice to Union and employees via Plant posting, in the presence of a Shop Steward or Union Representative; or
 - (d) offsite discharge (e.g. AWOLs, Quits) in the presence of the Shop Steward.
- (2) in the presence of a Police Officer.

SECTION 30 APPENDICES

30.01 All Appendices attached to this collective bargaining agreement shall be deemed to be part of the collective bargaining agreement between the parties.

SECTION 31 NO HARASSMENT /RESPECT AND DIGNITY

31.01 The Company and the Union agree that the plant should be free of harassment and the Company and the Union agree to co-operate with each other in preventing and eliminating harassment.

31.02 The Company and the Union each confirm their continued and long standing commitment that all management and non-management employees shall be treated, and shall treat each other, with dignity, respect and fairness appropriate in the circumstances in their interactions in the workplace. The above shall in no way affect or be in conflict with any other provision of the Collective Agreement.

SECTION 32 JOINT LABOUR MANAGEMENT COMMITTEE

32.01 The Company and the Union agree to establish a Joint Labour Management Committee (JLM) to address issues of concern to the Union and the Company. The meetings will be held quarterly.

32.02 The Committee will consist of representatives from the Company including the Senior Operating Manager of the plant, the Senior HR Manager, full-time Union Representative, the Chief Steward, and the Assistant Chief Stewards.

32.03 Upon mutual agreement, the parties may convene additional meetings to those indicated above. The Vice President of Labour Relations and the President of the Union will endeavour to attend one meeting per year.

32.04 The parties will make their best efforts to address and resolve issues raised at the JLM meeting.

SECTION 33 FOREIGN WORKER PROGRAM

33.01 Immigration Paperwork

The Company agrees to process all paperwork required for Foreign Workers as early as possible, including all appropriate work permit renewal applications and forms required for permanent residency.

33.02 Translation

The Company agrees to pay for the translation of the Collective Bargaining Agreement into any language that is the first language for 100 workers or more. The Company also agrees to translate the Employee Handbook into any language that is the first language for 100 workers or more. The parties will share 50/50 cost of any documents they agree need to be translated.

33.03 The Company agrees to provide translators whenever required by foreign workers.

33.04 Foreign Worker Terminations

In the event of the termination of a non-probationary foreign worker, the parties agree to an expedited arbitration hearing to take place within six (6) weeks of the termination. The Company will continue to process all necessary paperwork required for the employee to remain in Brandon until such time as the arbitrator's award is received.

SECTION 34 EXPIRATION AND RENEWAL

34.01 This Agreement shall be effective from date of Union ratification, and shall remain in effect until **December 31, 2014**, and shall be renewed thereafter at the request of either party, such request to be made not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter, when either party may give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof. On the expiry date of this Agreement, as indicated above, if negotiations have not been completed, the Company and the Union agree that this Agreement will be extended automatically until:

- (1) an Agreement is reached between the parties hereto;
- (2) a strike is declared by the Union by giving the Company seven (7) calendar days' notice in writing of its intention to declare a strike, or
- (3) a lockout is declared by the Company by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lockout.

35.02 All revisions desired by either party to this Agreement shall be submitted in writing within ten (10) days of the giving of such notice.

35.03 When the required notice of termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2009.

FOR THE UNION:

FOR THE COMPANY:

Paul D'Ambrosio

Jaime Manser

Ann McLellan

Caesar Jakubowski

Oksana Bihdan

Dan Lenton

Sam Matiowsky

Harley Grouette

Gayle Chambers

Leo Collins

Yoogessen Ramasamy

Ian Henry

Melvin Alvarado

Lei (Jerry) Jiang

Lana Sutherland

Ralph Allerston

Wilmar Rocha

Jan Forest

Dustin Hack

Jesus Zavala

Kim Knox-Powers

Dean Rodwell

Ray Berthelette

Brenda Brown

Jeff Traeger

Robert Ziegler

APPENDIX A

HEALTH AND WELFARE DENTAL PLAN / PENSION PLAN

A-1 UFCW/MAPLE LEAF FOODS INC. BENEFIT TRUST FUND

- (a) The Company and the Union agree to a UFCW/Maple Leaf Foods Inc. Benefit Trust Plan to provide health and welfare benefits as decided by the Board of Trustees from time to time.
- (b) The Board of Trustees shall be comprised of three (3) representatives appointed by the Company and three (3) representatives appointed by the Union. Said Trustees can be changed or removed by the parties appointing said Trustees in accordance with the Agreement and Declaration of Trust effective as of June 23rd, 2003.
- (c) The Company agrees to pay a forty (40¢) cent per hour contribution for all hours worked or paid in the bargaining unit for the same hours paid for dental contributions. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Company's four or five week accounting period.

It is further recognized that the intention of the Union and the Company is to ensure the financial integrity of the Trust Fund and minimize the potential of the Fund falling into a deficit position. For purposes of this understanding, the Fund will be deemed to be in a deficit position if the total liabilities and reserves exceed the total assets.

In the event that the Fund is determined to be in a deficit position, or a deficit position is likely to occur, the Company agrees to contribute, in addition to the forty (40¢) cents per hour indicated above, the sum of money necessary as determined by the Plan's actuary, to rectify the situation. Such additional contribution will not commence before January 1, 2010.

If and when additional contributions are required as indicated above, said additional contributions will not exceed the amount of twenty (20¢) cents per hour.

A-2 MANITOBA FOOD & COMMERCIAL WORKERS DENTAL PLAN

A-2.01 The Company agrees to make a direct contribution to the "Manitoba Food & Commercial Workers Dental Plan" of twenty-nine (29¢) cents per hour, and in

addition, if required to maintain the current fee schedule as determined by the Actuary of the plan, an additional one (1¢) cent per hour per year if required to maintain current benefits, for straight time hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under the Vacations and General Holiday sections of this agreement, to the maximum of forty (40) hours per week and two thousand (2,000) hours per calendar year per employee in respect to all employees in the bargaining unit.

A-2.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

A-2.03 It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

A-3 PENSION PLAN

A-3.01 Effective January 1, 2010 participation in CCWIPP for Brandon employees will cease. Employees will be enrolled under a Maple Leaf Foods pension plan which provides:

- (a) Benefits equal to 42.5% of employee contributions plus \$144 for each complete year of MLF plan seniority (reduced for incomplete quarters).**
- (b) Normal retirement age is 65 but:**
 - i. Retirement from active employment at age 60 will be without any reduction in the normal form of pension.**
 - ii. Retirement from active employment at age 55 or over but less than age 60 and your completed years of service plus completed years of age is equal to or greater than 85, you will be eligible for a modified early retirement reduction. Your pension will be reduced by ½% for each month that your retirement date is before age 60.**
- (c) Employee contributions of 2.5% of regular earnings. Earnings means regular earnings from employment received by the Member from the company including statutory holidays and vacation pay for vacation time taken but excluding bonuses, overtime pay, benefits, premiums and commissions and any lump sum payments on termination of employment, retirement or death.**

For employees hired on or before Date of Ratification will be enrolled in the plan immediately. Employees hired after Date of Ratification will be subject to the plan waiting period.

Phase-in of Employee Contributions

Employees hired on or before Date of Ratification, the employee contributions will be as follows:

January 1, 2010	0%
June 27, 2010	1%
June 26, 2011	1.5%
June 30, 2012	2%
June 29, 2013	2.5%

During the period in which the employee contribution is being phased in, the pension benefit shall be based on an assumption that the employees made the required 2.5% contributions.

Past Service

Employees hired prior to January 1, 2010 who had previously participated in CCWIPP will be eligible for a past service benefit provided by the MLF pension plan. The past service benefit will be 50% of the pension based on a benefit level of \$25.10 per month per year of service in CCWIPP prior to January 1, 2010, less the amount provided by CCWIPP as at December 31, 2009. This MLF benefit will be calculated on the same basis as the current CCWIPP benefit, ie. based on the number of hours reported and payable without reduction at age 65. (For clarification, this means that the benefit will cover 50% of the losses from the CCWIPP reduction.)

In the event that some portion of the proposed past service benefit is not approved by the regulator, the Company will provide an alternate arrangement that provides equal or better benefit.

Employees will suffer no loss of pension benefit while on authorized leave paid by the union.

Employees who upon the date of ratification are sixty years of age or older and elect to retire prior to January 1, 2012, will receive a lump sum retiring allowance of thirty-five hundred (\$3,500) dollars.

CCWIP Legacy Funding

The Company agrees to make an annual contribution to a CCWIPP Legacy Fund, in the amount of \$200,000 per year, conditional on the following:

The funds will be used to stabilize the pensions of Maple Leaf employees, earned under CCWIPP based on the negotiated levels as at November 19, 2009.

Unless otherwise agreed by Maple Leaf Foods, Legacy funds will be allocated in the following order:

- (1) For the benefit of Brandon employees**
- (2) For the benefit of Manitoba employees**
- (3) For other MLF plants participating in CCWIPP (as long as the plant(s) remain operated by MLF)**

Allocation of Legacy Funds to specific plants or to specific groups of employees (ie. Pensioners, deferred vested or current employees) is subject to the explicit agreement of Maple Leaf Foods.

The annual contribution will remain in place until the pensions of MLF employees are stabilized or for a maximum of ten (10) years, whichever is first.

This agreement is not subject to re-negotiation during subsequent renewals of the Brandon agreement.

APPENDIX B

WAGES / CLASSIFICATIONS

B-1 RATES

RATES		CURRENT	June 27	June 26	July 1	June 30	June 29
			2010	2011	2012	2013	2014
General 1	Start	\$11.05	\$11.30	\$11.55	\$11.80	\$12.10	\$12.40
	520 hrs	\$11.40	\$11.65	\$11.90	\$12.15	\$12.45	\$12.75
	2080 hrs	\$11.80	\$12.05	\$12.30	\$12.55	\$12.85	\$13.15
General 2	Start	\$11.45	\$11.70	\$11.95	\$12.25	\$12.55	\$12.90
	520 hrs	\$11.95	\$12.20	\$12.45	\$12.75	\$13.05	\$13.40
	2080 hrs	\$12.45	\$12.70	\$12.95	\$13.25	\$13.55	\$13.90
Semi 1	Start	\$12.50	\$12.80	\$13.10	\$13.50	\$13.90	\$14.35
	520 hrs	\$13.00	\$13.30	\$13.60	\$14.00	\$14.40	\$14.85
	2080 hrs	\$13.50	\$13.80	\$14.10	\$14.50	\$14.90	\$15.35
Semi 2	Start	\$13.45	\$13.75	\$14.05	\$14.45	\$14.85	\$15.30
	520 hrs	\$13.90	\$14.20	\$14.50	\$14.90	\$15.30	\$15.75
	2080 hrs	\$14.50	\$14.80	\$15.10	\$15.50	\$15.90	\$16.35
Skilled 1	Start	\$14.45	\$14.80	\$15.15	\$15.55	\$16.00	\$16.50
	520 hrs	\$14.95	\$15.30	\$15.65	\$16.05	\$16.50	\$17.00
	2080 hrs	\$15.50	\$15.85	\$16.20	\$16.60	\$17.05	\$17.55
Skilled 2	Start	\$15.45	\$15.80	\$16.15	\$16.60	\$17.05	\$17.55
	520 hrs	\$15.95	\$16.30	\$16.65	\$17.10	\$17.55	\$18.05
	2080 hrs	\$16.50	\$16.85	\$17.20	\$17.65	\$18.10	\$18.60

JOB CLASSIFICATION	Current Rate
Trades without a license	\$26.63
Trades	\$31.33
Trades Dual Ticket	\$33.58
Helpers	\$17.40
Lubricators	\$17.40
Apprentice Level 1	\$20.36

JOB CLASSIFICATION	Current Rate
Apprentice Level 2	\$23.50
Apprentice Level 3	\$28.20
Power Engineer Class 2	\$33.58
Power Engineer Class 3	\$28.86
Power Engineer Class 4	\$25.71
Pretreatment Operators (Class1)	\$24.22
Pretreatment Operators (Water Collection)	\$22.37

All the above noted maintenance positions would receive the increase generated by the Maintenance Survey, except Helpers and Lubricators who receive the same increase as skilled 2.

An employee who is accepted for a job posting will receive the next higher rate in the classification to which they posted that gives them an increase. After one thousand and forty (1040) hours they will be credited with all their class hours.

B-2 Trades Apprenticeship Classifications

The Company and the Union agree to create a Trades Apprenticeship Committee. The purpose of the committee will be to oversee the program and select candidates. The Company agrees that employees will not have their hourly rates of pay reduced as a result of the implementation of this amendment to the collective bargaining agreement.

The Manitoba Helper Apprenticeship Program will be run in with the Letter of Understanding agreed to by the parties.

The licensed trades apprenticeship program and classifications will be offered by the Company for eligible employees according to the rules and regulations of the Province of Manitoba.

Apprentices must comply with all required trade school attendances and pass appropriate examinations.

Apprentices will receive yearly regular increases based on the number of years of apprenticeship required to reach top rate. For example, if it takes four years to become fully licensed in their trade, the scale throughout the apprenticeship years would be the difference between the top rate and the start rate divided by four.

B-3 For the purpose of wage increases in B-1 above, hours of work shall be inclusive of statutory holidays and paid vacations. The calculation of hours actually worked shall exclude time off for sickness, accident, or any leave not paid by the Company.

B-4 The wage classification categories shall be as per Appendix D.

B-5 **Maintenance and Powerhouse License Renewals**

The Company agrees to pay the cost(s) to maintain their tickets. If the Company requests an employee to upgrade their ticket, the Company will pay costs associated with the upgrade consistent with the current practice.

B-6 **Maintenance Wage Survey**

The Company will do an annual maintenance wage survey comprised of ten competitors **that have been used in the 2008 and 2007 surveys. (This list can only be amended by mutual agreement.)** The positions included in the review will be comparable to the positions at the plant and will consist of:

1. Licensed and unlicensed skilled trades
2. Licensed Stationary Engineers
3. Pre-treatment Operator
4. Apprentices
5. **Dual Tickets (to be equivalent to 2nd Class Engineers)**

The highest and the lowest rates collected will then be removed and the remaining eight average rates will be calculated into a simple average. If this average is more than three (3%) percent above the Maple Leaf rate in Brandon, the Maple Leaf rate will be adjusted to this average. Adjustments under this provision are only applicable to the above named trades.

This survey will be completed in November of each year with any required adjustments effective the first pay period of January. Maintenance rates established under this provision are not subject to the grievance or arbitration process.

APPENDIX C

MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832, EDUCATION AND TRAINING TRUST FUND

- C-1 The Company agrees to make the following contributions per hour into the Manitoba Food & Commercial Workers Local 832, Education and Training Trust Fund:

12¢ per hour effective January 1, 2010

The hours for which the Company will contribute said amounts will be the same hours as contributed for the Dental Plan under Section A-2.01, and shall be remitted to the Union in the same manner.

- C-2 The purpose of the Manitoba Food and Commercial Workers, Local 832, Education and Train Trust Fund is to provide training for members of bargaining units as needed from time to time, either for personal improvement, or in co-operation with the Company, for training as decided by the Union and the Company that would be beneficial to both the Company and the Union members.

APPENDIX D

WAGE CLASSIFICATION CATEGORIES

D-1

DEPARTMENT	PAY GRADE	CLASSIFICATION
HOG RECEIVING		
	SK2	Hog Receiver
	SK2	Lead Hand
FRONT END KILL		AM & PM
	GL1	Wash Pens
	GL1	Shave Hogs
	GL2	Chase Hogs
	SS1	Gam Return Wash
	SS1	Shackle Hogs
	SK1	Flip Hogs
	SK1	Notch Tendons
	SK1	Gam Hogs
	SK1	Gam Bank
	SK1	Stick Hogs
	SK1	Blood Room Operator
	SK2	Lead Hand
DRESSING FLOOR		AM & PM
	GL1	Remove Kidneys
	GL1	Stamp Hogs
	GL1	(new) Mark Low Fat Hogs
	GL1	Bung Vacuum
	GL2	Notch Front Feet
	SS1	Mark/Pop Kidneys
	SS1	Floor Person/Cleaner
	SS1	Drop Bung
	SS1	Bung Hogs
	SS1	Clip Heads
	SS1	HR Vacuum
	SS1	Notch Hind Feet
	SS1	Present Viscera
	SS1	Remove Salivary Glands
	SS1	Remove Blood Clots and Stick Hole
	SS1	Remove Heart Fat
	SS1	Load/Wash Coolers

DEPARTMENT	PAY GRADE	CLASSIFICATION
	SS1	Remove Uteri
	SS2	Pluck
	SS2	Low Trim
	SS2	Leaf Lard Guns
	SS2	Leaf Lard
	SS2	Whiz Leaf Lard
	SK1	CCP Operator
	SK1	Open Hogs
	SK1	Brisket Saw
	SK1	Remove Pizel
	SK1	Carcass Inspection
	SK1	Hog Scale
	SK1	HIP Monitor
	SK1	Trim Non-Demerits
	SK1	HR Scale
	SK2	Lead Hand
	SK2	Trim Demerits/HR
	SK2	Corporate Trainer
	SK2	Separation
	SK2	Expose Lymph Nodes
	SK2	Gutting
	SK2	Split Saw
CASINGS ROOM		AM & PM
	GL2	Salt Casings
	SK1	Pull Runners
	SK1	Casing Machine Operator
	SK2	Lead Hand
STOMACH & CHITS & MUCOSA/LARD		AM & PM
	GL1	Feed Stomachs
	GL1	Harvest Flush Bungs
	GL1	Pack Bungs/Stomach
	GL1	Pack Fraction
	GL1	Spleens
	GL2	Remove Stomachs
	SS1	Save Pancreas Glands
	SS1	Animal Food
	SS2	Inedible Rendering
	SK2	Mucosa Room Operator
	SK2	Lead Hand

DEPARTMENT	PAY GRADE	CLASSIFICATION
	SK2	Edible Room Operator
BY PRODUCTS		
AM & PM		
	GL1	Lids/Strap Fancy Meats
	GL2	Packer
	GL2	(new) Remove Lips
	SS1	Spike Heads
	SS1	Mark Temple
	SS1	Remove Heads
	SS1	Fancy Meats Scale
	SS1	Trim Lungs
	SS1	Trim Liver
	SS1	Trim Skirts
	SS1	Bone Heads
	SS1	Remove Ears
	SS1	(new) Remove Trachea
	SS1	Remove Heart/Skirts
	SS2	Drop Tongues
	SS2	Remove Snout
	SS2	Remove Mask
	SS2	Remove Tongues
	SS2	Trim Tongues
	SS2	Whiz Cheeks
	SS2	Whiz Heads
	SK2	Lead Hand
DRY GOODS/JANITORIAL/RECEIVING/LAUNDRY		
	GL1	Laundry Operator
	GL1	Janitor
	GL1	Prepare Combos
	GL1	Box Make Up
	GL2	Seamstress
	SS1	Box Room Organizer
	SS1	Baler Operator
	SS1	Receiver
	SS1	Stock Person
	SK2	Lead Hand
HAMBONING		
	GL1	Floor Person/Cleaner
	SS1	Ham Bone SS Rotation
	SS1	Light Butt/Dark Butt

DEPARTMENT	PAY GRADE	CLASSIFICATION
	SS1	Remove Lower Shank
	SS1	Whiz Muscles
	SS1	(new) Boneless Meat Inspector
	SS2	Femurs
	SS2	Remove Eye of Round
	SS2	Remove Insides
	SS2	Trim Insides
	SS2	Seaming
	SS2	Membrane Skinners
	SK1	Derind Hams
	SK1	Defat Hams
	SK1	Knuckles
	SK1	Remove Aitch Bone
	SK1	Remove Upper Shank/Trim Outsides
	SK2	Lead Hand
	SK2	Remove Centre/Shank
	SK2	Corporate Trainer
CONVERSION PM		
	SK1	Conversion Boning
	SK2	Lead Hand
BLOCK TABLE	AM & PM	
	GL1	Unload Coolers
	GL1	(new) Orient Hams
	GL1	Jowl Slasher
	GL2	Trim Hogs/Split Necks
	SS1	Align Middle
	SS1	Dunseth Shoulder Ham
	SS1	Trim Jowls
	SS1	Jitney Operator/Scaler
	SS1	Align Hind Foot
	SS2	Remove Jowls
	SS2	CCP Operator
	SS2	Whiz Tails
	SK1	Knife Sharpening
	SK2	Lead Hand
PICNIC LINE	AM & PM	
	GL1	(new) Separate Fat and Skin
	GL1	(new) Pace Picnics
	SS1	Align Butt

DEPARTMENT	PAY GRADE	CLASSIFICATION
	SS1	Align Foot/Hocks
	SS1	Trim Picnics
	SS1	Jitney Operator/Scaler
	SS1	High Pressure Wash/Sanitize
	SK1	Bone Picnics
	SK1	Derind Picnics
	SK2	Neck Boner
	SK2	Corporate Trainer
	SK2	Lead Hand
BUTT LINE AM & PM		
	GL1	75% Trim Inspector
	GL1	Floor Person/Cleaner
	GL2	Operate Riblet Saw
	GL2	Whiz Butt Plates
	GL2	Selectors
	SS1	Pack Table
	SS1	Butt Selector
	SS1	Jitney Operator/Scaler
	SS1	Grade Collars
	SS1	Trim Butts
	SS2	Butt Puller
	SS2	Whiz Butts
	SK1	Remove Blade Bone
	SK1	Trim Collars
	SK1	Bone Butts
	SK2	Corporate Trainer
	SK2	Lead Hand
LOIN LINE AM & PM		
	GL1	Floor Person/Cleaner
	GL1	Peel Back Ribs
	GL1	Operate Back Rib Saw
	GL2	Pack Back Ribs
	GL2	Pack Back Bones
	GL2	Scale/Pack/Make Weight
	GL2	Whiz Back Fat
	GL2	Combo Packer
	SS1	Separate Rib Tails
	SS1	Denude Tenders
	SS1	Back Selector

DEPARTMENT	PAY GRADE	CLASSIFICATION
	SS1	Japan Back Pack/Grader
	SS1	Jitney Operator/Scaler
	SS2	Remove Sirloins
	SS2	Loin Trimmers
	SK1	Trim Backs
	SK2	Shell Bone Loins
	SK2	Remove Tenderloins
	SK2	Remove Oyster Bone
	SK2	Lead Hand
	SK2	Corporate Trainer
BELLY LINE		AM & PM
	GL1	(new) Leaf Lard Removal
	GL1	Orient Bellies
	GL1	Pack Bellies
	GL1	Select Rib in Bellies
	GL1	Floor Person/Cleaner
	GL1	(new) Pleurra Removal
	GL2	Square Bellies
	GL2	Whiz Single Rib Bellies
	GL2	(new) Rib Selector
	GL2	Layer Bellies
	GL2	(new) Align Bellies
	GL2	Whiz Bellies
	GL2	(new) Align Ribs
	GL2	(new) Whiz Ribs
	SS1	(new) Trim St Louis Ribs
	SS1	(new) Scoring Ribs/Mark Breastbone
	SS1	Jitney Operator/Scaler
	SS1	Trim Bellies
	SS1	Trim Single Rib Bellies
	SS1	(new) Japanese Belly Pack/Grader
	SS2	Single Rib Bellies
	SK1	Ribbing Gun
	SK1	Rib Bellies
	SK2	Lead Hand
	SK2	Corporate Trainer
PACK		AM & PM
	GL1	General Packer
	GL1	Floor Person/Cleaner

DEPARTMENT	PAY GRADE	CLASSIFICATION
	GL1	Make Cartons
	GL2	Scale/Pack/Make Weight
	SS1	Cryovac Operator
	SS1	Jitney Operator/Scaler
	SS1	Supply Cartons
	SS1	Cryovac Operator/Bagger
	SS2	Packing Trimmer
	SS2	Grade Backs
	SK2	Lead Hand
	SK2	Corporate Trainer
RAILS/MEP		AM & PM
	GL1	General Packer
	GL2	Palletize
	SS1	Scale and Barcode
	SS1	Jitney Operator/Scaler
	SS1	Cryovac Operator
	SK1	MEP Operator
	SK2	Corporate Trainer
	SK2	Lead Hand
SHIPPING		AM & PM & MIDNIGHT
	GL1	Repacker
	SS1	Back Dating
	SS2	Shipper
	SK1	Bin Room High Lift Operator
	SK1	High Lift Operator
	SK2	Corporate Trainer
	SK2	Lead Hand
SANITATION		CUT & KILL & WEEKEND
	SS2	Jitney Operator/Scaler
	SS2	Scissor Lift Operator
	SS2	High Pressure Wash and Sanitize
	SS2	Scissor Lift Operator/ Overhead
	SK2	Chemical Room Operator
	SK2	Corporate Trainer
	SK2	Lead Hand
FREEZER		
	SK1	Freezer Person/ High Lift Operator
RESEARCH & DEVELOPMENT		
	SK2	Researchers

DEPARTMENT	PAY GRADE	CLASSIFICATION
CAFETERIA		
	GL1	Dishwasher
	SS1	Front End Server/Cashier
	SS2	Short Order Cook
	SK1	Cook/Baker
	SK2	Lead Hand
PLANT SERVICES		
	SK1	Service Person/Groundskeeper
MAINTENANCE		
		Trades Without License
		Trades
		Trades Dual Tickets
		Apprentice Level 1
		Apprentice Level 2
		Apprentice Level 3
		Helper
		Lubricator
POWERHOUSE		
		Power Engineer Class 2
		Power Engineer Class 3
		Power Engineer Class 4
WASTEWATER		
		Pretreatment Operator 1
		Pretreatment Operator Collections

D-2 **Job Alteration - New Job Introduced**

- (a) When changes in production significantly alter jobs or when new jobs are introduced, except for Maintenance Trades, the Company will assess a job and assign the job to the appropriate job category.
- (b) In making its determination the Company will consider such factors which may include but are not limited to: benchmarking, skill, ability required, complexity, responsibility, working conditions, etc.
- (c) The Company agrees to disclose all this information to the Union and criteria in respect to making its determination in regard to changes in jobs and creation of new jobs.

- (d) The Production Manager shall notify the Union and Chief Steward, in writing, of new or significantly changed jobs as soon as possible.
- (e) An employee or the Union who feels a new job category determined by the Company is not correct may appeal to the Job Evaluation Committee for a review.
- (f) The Job Evaluation Committee shall be composed of two (2) nominees appointed by the Union and two (2) management representatives appointed by the Company and one independent chairperson. The Union nominees shall consist of a full-time Union Representative or two (2) full time employees of the bargaining unit. The Committee shall meet within thirty (30) calendar days of an employee objecting to the job category established by the Company, if that is the case. If the parties agree to an independent chairperson, such chairperson shall be one of the Arbitrators listed in Article 9. The cost of the chairperson shall be mutually shared by the parties. The Company shall pay for the cost of all the employees, except if one of the Union nominees is a full-time Union Representative.
- (g) The majority decision of the Job Evaluation Committee is binding on both parties and cannot form the subject matter of the grievance or arbitration process.
- (h) No wages will be reduced until the decision of the Committee is rendered.
- (i) The parties agree to resolve job classification issues in the manner described above or through an alternative mutually agreed process.

APPENDIX E

Scheduled Twelve (12) hour shifts for full-time Stationary/Power Engineers/ Waste Water Treatment

The following provisions will apply when Stationary/Power Engineers **and Waste Water Treatment Operators** are working scheduled twelve (12) hour shifts:

- E-1 The work week will commence at **6:00 a.m. on Sunday** and conclude at **6:00 a.m.** on the following **Sunday**.
- E-2 There will be a two (2) week work cycle with employees working alternating weeks of forty-eight (48) hours (four (4) scheduled shifts) and thirty-six (36) hours (three (3) scheduled shifts). The day shift will start at 6:00 a.m. and finish at 6:00 p.m. on the same calendar day and the night shift will start at 6:00 p.m. and finish at 6:00 a.m. on the next calendar day.
- E-3 Employees will be paid at one and one-half (1½) times their regular rates for hours worked in excess of twelve (12) hours per shift or in excess of **eighty-four (84)** hours which have been paid at straight time rates in a two-week cycle.
- E-4 For employees who are scheduled to work 12-hour shifts and a general holiday falls on a scheduled work day, they will be paid their regular rate for the normal hours and an additional 12 hours at time and one half for the general holiday. If a full-time employee works a 12-hour shift and the general holiday does not fall on a scheduled work day, on his first scheduled shift after the holiday he will be paid at the rate of time and one half for the normal shift and receive an additional twelve (12) hours pay for the general holiday. The same procedure shall apply when two (2) general holidays fall in a calendar week.
- E-5 Under Section 14.03 of the Collective Agreement, vacation pay for each week of vacation for employees will be forty-two (42) hours at the employee's regular rate.

Employees will be allowed forty-two (42) scheduled hours off for each week of vacation entitlement. When an employee takes a week off for vacation, he will be considered to have used either thirty-six(36) or forty-eight (48) hours of his total hours allowed off for vacation, determined by the number of scheduled hours that he / she had in the week of vacation taken.
- E-6 Under Section 19.08 of the Collective Agreement - Bereavement Pay, the maximum number of hours for which an employee may qualify to be paid

is **thirty-six (36)** hours.

E-7 Employees will be paid time and one half (1½) for the first overtime shift worked in a week. Employees who work additional overtime shifts will be paid double (2) time for the second and any additional overtime shifts worked in a scheduled work week.

In circumstances other than those referred to above, the provisions of the Collective Agreement will apply.

APPENDIX F

PERSONAL BREAKS

- F-1** If there is an increase in personal break time as a result of the removal of the double time reduction, then the Company and the Union shall meet to evaluate the excessive personal break time increase. If after that meeting there is no consensus then the rate shall remain at one times the wage rate and the issue will be referred to Arbitration. The arbitrator will be restricted to the question if there has been excessive personal break time to the extent that it justifies a double time deduction for personal breaks. If he does, the remedy will be to return to the previous wording in the contract.

LETTER OF UNDERSTANDING

BETWEEN:

MAPLE LEAF FOODS INC., a body corporate carrying on business in the City of Brandon in the Province of Manitoba, hereinafter referred to as the "Company".

AND

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL No. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"

RE: MAINTENANCE HELPER AND APPRENTICESHIP PROGRAMS

Maple Leaf **Foods Inc.** intends to further the development and retention of its trade workforce (Industrial Mechanics/Millwrights, Electricians, Plumbers, etc). The company recognizes the benefits of promoting the development of production employees into trade positions as operational needs and opportunities permit. This process includes two sequential streams: (a) the Maintenance Helper Program and (b) the Apprenticeship Program.

(a) MAINTENANCE HELPER PROGRAM

The Maintenance Helper Program intends to attract individuals to selected trades occupations and to establish a potential candidate pool for selection to the Apprenticeship Program. Apprentices are selected from the Maintenance Helper positions based on their ability to qualify at the time of selection, which is generally based on current Provincial Apprenticeship Programs and the criteria below.

Selection Process

To be considered, applicants must successfully pass (as pre-determined by the Company) each Screening stage of the selection process for the Maintenance Helper Program as set outlined below:

1. Candidates who successfully meet the requirements in Screening Stage

#1 (Prerequisite Review) will then be assessed against the requirements of Screening Stage #2 - aptitude testing.

2. Those candidates who successfully meet the minimum pass requirements for all aptitude modules assessed in this stage, will be given a score (based on their results) and progress to the Screening Stage #3 - Physical Demands Assessment.

3. Those who successfully complete the Physical Demands Assessment Screening Stage will then proceed to the Final Screening Stage - Interview.

4. All candidates participating in the interview will be given a score based on the assessment of answers given.

5. All Candidates who receive a passing score for the Aptitude testing and Interview screening stages will be ranked based on their combined scores in these areas.

6. The Company will use several factors in awarding Helper positions including aptitude, suitability, and seniority.

7. The number of available positions will be based on operational requirements.

Screening Stage #1 - Prerequisite Review:

The company will initially review each applicant to ensure they meet the prerequisite requirements to enter the program. An applicant will be initially considered based on absenteeism and education, which are our first criteria, as set out below.

Absenteeism and Suitability

The review of absenteeism and suitability is based on matters of record. Absenteeism is tracked through the company absenteeism tracking system. More than 3% absenteeism within the preceding 12 months is not acceptable unless it is due to an unusual situation (accident, etc.). Disqualified applicants may reapply after 1 year.

Education

Applicants must meet the education requirements of the *Manitoba Apprenticeship and Trades Qualification Act*. (C.C.S.M. c.A110), and will be required to provide certified true copies of their mark transcript(s) from their educational institution(s). Applicants must also complete and demonstrate success in, any current government-sanctioned evaluation programs as may be required.

Education	Points
In accordance with the Act	1
For Pre-apprentice or for successful completion of a Post	2

The applicant must successfully meet all of these requirements to be eligible for the Aptitude Testing, which is considered as the next screening stage.

Screening Stage #2 - Aptitude Testing

The candidate must successfully complete a series of aptitude tests based on standardized testing. (The Canadian Adult Achievement Test - CAAT). The test includes numerical ability, visual pursuit, assembly, mechanical reasoning. Candidates must achieve a minimum pass score to continue their eligibility for selection. Based on their results, they will be given a score as outlined in the table.

Overall Score Range	Points Given
Minimum pass score to 74	1
75 - 84	2
85 - 90	3
over 90	4

One opportunity for re-testing is available after six (6) months of the original test date.

The applicant must successfully pass the Aptitude Testing to be eligible for the Physical Demands Assessment as the third screening stage.

Each applicant will be given two (2) opportunities for re-testing. Each opportunity is available after a minimum of three (3) months from the last test date.

Screening Stage #3 - Physical Demands Assessment

The applicant must be able to perform the bona fide occupational requirements of the Maintenance Helper position. A qualified Health Practitioner will conduct a physical demands assessment to enable the applicant to demonstrate their ability to do the physical requirements of the job. The benchmark shall be the Physical Demands Analysis for Maintenance Helpers undertaken by NRCS Inc. The Health and Safety Manager will be notified whether a candidate is fit without limitations to perform the regular tasks associated with the job. If the candidate fails to meet the standard, they will be disqualified from further consideration. If the employee re-applies in the future, a subsequent physical demands

assessment must be undertaken. Because of the Electrician job requirements, a colour vision test will also be applied with the intent that candidates must pass to be considered. The Company shall pay the cost of the Physical Demands Assessment.

The applicant must successfully pass the Physical Demands Assessment to be eligible for the Interview, which is the next Screening Stage.

Screening Stage #4 - Interview

The Selection Committee (consisting of Company and Union representatives) will interview each of the pool of candidates who have successfully passed criteria one through three for suitability in the Maintenance Helper Program. Applicants will be interviewed on their motivation, commitment and ability to meet the requirements of the program. The candidates' interviews will be scored by each Selection Committee member.

Overall Score Range	Points Given
60 (Minimum pass)	1
75 – 79	2
80 – 85	3
Over 85	4

Each question will be given a score and the resultant score will be based on a percentage of points achieved versus points available.

The successful candidate for the helper position will be the person who successfully passes all screening stages and has the overall highest score. In the event of tie scores, seniority will be the final deciding factor.

(b) APPRENTICESHIP PROGRAM

Apprentices will be selected from the Maintenance Helper group. If no Maintenance Helper wishes to apply, or is not qualified, for an apprenticeship that is being offered, that apprenticeship would then be posted and the selection will follow the same selection criteria as outlined below for the Maintenance Helper positions.

The Company will interview those applicants meeting the interview criteria. The company will use several factors in awarding Apprenticeship positions including aptitude, suitability, and seniority. Seniority shall be a deciding factor if all else is relatively equal.

General Administration of selected Apprentices:

Probation: There will be a 6-month probationary period for all employees entering the apprentice program. During this period, if the employee doesn't display the suitability and necessary aptitude for the particular trade, as evaluated by the committee, they may be returned to their former job without loss of seniority.

Registration: Once the candidate has been accepted in the program they will be registered as an apprentice and they will be required to authorize the release of information to the company to obtain results of Apprenticeship school progress.

Prior Learning Assessment Recognition (PLAR): Once a candidate has been accepted into the program the apprentice may seek PLAR from the apprenticeship branch to determine the level of technical training they should begin their apprenticeship.

Formal Training: In school training will be provided in the most suitable program(s). The Company reserves the right to ensure that the scheduled time for employees to be away does not overlap with other scheduled offsite apprenticeship training. If a trainee fails to make reasonable progress in the trade as evaluated by the committee, or to successfully complete each segment of the in school program, they will automatically be disqualified from continuing in the program or working in the trade. An employee can appeal the decision only once, throughout the apprenticeship training, to the committee prior to removal from the program. The employee will be immediately removed from the department and reassigned in the plant, while maintaining plant seniority.

Rate of Pay: The rate of pay for trainees will be in accordance with their progress in the program. Wage rates will be in accordance with Appendix "B".

Job assignments: An apprentice may be required at times to work independently. This independent work will be within the apprentice's capabilities as determined by their supervisor and overseeing tradesperson, in accordance with Manitoba Apprenticeship Act.

Identification of Apprenticeships

The company reserves the right to identify apprenticeship to be offered. The positions will only be offered when the company has identified a requirement.

Some of the required trade programs will require modification to ensure that the trainees learn special tasks required by Maple Leaf.

Apprenticeship Training

Where applicable, Trainees will be required to attend in school training sessions at one of the community colleges. Where none are available, they will be required to attend courses presented by the company or take selected correspondence or home study courses. In plant practical training will be provided by exposing the trainee to the jobs pertaining to their trade. Management will set up in plant training schedules in communication with the union.

General Principles for the Apprenticeship Program

While on probation, the incumbent must acquire a basic set of trade related tools within 30-days of acceptance into the program. The company shall supply a list of the required basic tools. Once indentured, the apprentice will be expected to acquire more tools as needed in order to effectively perform their job.

The progress of each trainee will be recorded and kept on file by the Maintenance Supervisor, Maintenance General Supervisor and or Maintenance Manager.

The apprentice will not cause a layoff of another licensed trades person.

Prior to completion of the Apprenticeship Program, the Company will determine whether the individual shall remain with the Company in the role of Journeyman. Apprentices will be given a notice of permanent hire or of termination 2 months in advance of the completion of their apprenticeship. The effective date of the termination will be 4 months after the issue date on the notice.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTIVE THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF , 2009.

FOR THE UNION:

FOR THE COMPANY:

Paul D'Ambrosio

Jaime Manser

Ann McLellan

Caesar Jakubowski

Oksana Bihdan

Dan Lenton

Sam Matiowsky

Harley Grouette

November 19, 2009

United Food & Commercial Workers Union
Local 832
1412 Portage Avenue
Winnipeg, Manitoba
R3G 0V5

Attention: **Mr. Robert Ziegler**
President

Dear Robert:

Re: Brandon Incentive Programs

The Company agrees that a productivity plan and an attendance plan will remain in place during the term of the Collective bargaining agreement. The potential payouts of the plans will be no less than their respective historical ranges.

Yours truly,

MAPLE LEAF FOODS INC.

I. Henry
Vice President, Labour Relations

November 19, 2009

Mr. Leo Collins,
Plant Manager
Maple Leaf Brandon

Dear Leo:

In order to ensure Article 31 of the Collective Agreement is administered as we agreed during contract negotiations, prior to the Union referring any grievance relating to respect and dignity, the President and/or Secretary-Treasurer of the Union will convene a meeting with you or any other Company representative you designate to discuss the concern.

I trust this process will ensure our true intent of the clause will be met.

Yours truly,

Robert D. Ziegler,
President

RDZ/mr/cope342
c: Jeff Traeger
Ian Henry