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EFF.	94	01	15
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No. OF EMPLOYEES	253		
NOMBRE D'EMPLOYÉS	SV		

COLLECTIVE AGREEMENT

between

SHOPSY'S FOODS
A Member of Maple Leaf Foods Inc.
150 Bartor Road, Weston, Ontario

and

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION
AFL-CIO-CLC
Locals 175 and 633

Expiry Date: January 14, 1997

AUG 29 1995

ENTERED

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COLLECTIVE AGREEMENT

between

SHOPSY'S FOODS

A Member of Maple Leaf Foods Inc.
150 Bator Road, Weston, Ontario
(hereinafter called "the Company")

- and -

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION

AFL-CIO-CLC, Locals 175 and 633
Chartered By the Amalgamated Meat Cutters and
Butcher Workmen of North America, AFL-CIO-CLC
(hereinafter called "the Union")

WITNESSETH:

The Company and the Union hereto mutually agree as follows:

ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the United Food and Commercial Workers Union, Local 175 and 633, as the sole and exclusive bargaining agent for all employees of the Company in its plant in the Province of Ontario and all truck drivers of the Company employed at and out of Metropolitan Toronto, save and except foremen, supervisory persons above the rank of foremen or supervisory office, clerical and sales staff, plant protection persons and brokers. Part-time employees shall be covered by Articles of this Agreement as provided in Appendix "B".

1.02 The Company agrees not to bargain individually or collectively with its employees.

1.03 The Company shall employ in its plant only members in good standing in the Union.

1.04 The Union will be advised of promotions of employees out of the bargaining unit. If an employee is promoted to a position outside the bargaining unit for a period of more than nine (9) months, the Company agrees that such person shall re-enter the bargaining unit as a new employee except he/she shall receive full credit for vacation entitlement.

1.05 Employees excluded from the bargaining unit will not perform the work which is normally performed by employees in the bargaining unit, except for training, or where such work is for the purpose of investigation or experimentation.

1.06 The Union recognizes that the Company has the exclusive right to manage the business provided, however, that any such exercise of this right which is in conflict with any of the provisions of the other Articles of this Collective Agreement shall be subject to the provisions of the grievance and arbitration procedures.

1.07 The Company agrees that if it becomes necessary to move any production line out of the Bator Road Plant, the Company will meet with the Union, prior to the moving of such line.

ARTICLE 2 • PREFERENCE

2.01 The Company agrees that when it requires additional full-time help it will, in the first instance, apply to the Union for same. The Union agrees in such event to supply such help. If, for any reason the Union fails to supply such help within twenty-four (24) hours from the time of such application, the Company may then obtain such help in the open market, provided, however, that such employees engaged in the open market shall, within fifty (50) days worked from the date of their employment, become members of the Union. The Company agrees to forward to the Union, each month, a list of new employees with their starting date and basic hourly rate of pay and also a list of employees terminated.

ARTICLE 3 - NO STRIKE - NO LOCK-OUT

3.01 The Union and the Company agree that there shall be no strikes or lock-outs as long as this agreement continues to operate.

ARTICLE 4 - UNION SECURITY

4.01 Subject to the provisions of the Ontario Labour Relations Act, it is agreed that all employees covered by this Agreement shall become members and remain members of the Union in good standing as a condition of employment.

4.02 The Company agrees that each employee, upon employment and completion of his/her probationary period of employment will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due and such dues weekly thereafter. Any such authorization shall take effect as of the next regular deduction date after it is received by the Company. The fees and dues shall be forwarded to the Union monthly by the 15th of the following month.

4.03 The Union shall inform the Company, by written certification, of the amounts of weekly Union Dues according to the most recent such certification received. Such certification shall be given to the Company at least fourteen (14) calendar days prior to the effective date of any change.

4.04 The Company will, at the time of making such remittance hereunder to the Financial Secretary of the Union, to United Food and Commercial Workers International Union, 2200 Argenta Road, Mississauga, Ontario, L5N 2K7, supply a statement showing the following information from whom pay deductions have been made.

- (a) All monthly dues for members to be submitted in alphabetical order with current address, postal code and Social Insurance Number.
- (b) Twelve (12) check-offs per year (Calendar months).
- (c) Monthly - New members to be listed in alphabetical order with Social Insurance Number and date of hire and starting salary.

Terminations or Resignations - to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of termination or resignation.

Addresses to be updated as well as name changes, i.e., marriage and transfers, from one local to another to keep records current.

- (d) Each employee is responsible for promptly notifying the Human Resources Department of the Company in writing of any change of name, address, phone number, marital status.

4.05 Part-time employees working on a temporary full-time basis will be required to pay full-time Union Dues.

4.06 The Company agrees to pay up to a maximum of six (6) employees on the Union Negotiating Committee for time spent on negotiations with the Company, during their scheduled hours, at their normal rates of pay. The Union Negotiating Committee will be comprised of no more than one (1) member from each department to a maximum of six (6) employees.

4.07 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions or causes of action arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.

4.08 (a) No permanent employee shall be discharged or disciplined without good and sufficient cause.

(b) (i) The Company agrees that whenever an interview is held with an employee that becomes part of his/her record regarding working conduct, the Steward will be present as a witness. The employee may request that the Steward leave the meeting.

(ii) In the event the Steward is not present, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will be postponed until the Steward is available.

(iii) If the meeting is held without the Steward, any conclusion, verbal or written, will be null and void except when the employee requests the steward to leave.

(iv) In the event a Steward has not been designated by the Union for the area as provided in clause 6.01, then the meeting between the employee and the Company representative shall be considered valid and becomes part of the employee's record,

(c) As of the effective date of this Agreement, written Warning Notices on an employee's record are to be withdrawn after one (1) year, provided there are no further written Warning Notices given during the above-mentioned one (1) year period.

4.09 The Company agrees to send to the Union Office a complete seniority list with rates of pay, every three (3) months.

ARTICLE 5 • GRIEVANCE AND ARBITRATION

5.01 The grievance procedure is designed to adjust complaints and grievances in any orderly manner and as quickly as possible. Any dispute or difference of opinion concerning the

interpretation, application or alleged violation of a specific provision of this Agreement shall constitute a grievance.

5.02 For a grievance to be considered and processed under this Article, it must be presented, in writing, within seven (7) calendar days after the alleged incident occurred.

5.03 Step 1. Employees who have a complaint or a question which they wish to discuss with the Company shall take it up with their supervisor. If after this discussion they believe they have a grievance, they shall submit it, in writing, to their supervisor. Grievors shall have the assistance of their Steward.

If a settlement satisfactory to the employee concerned is not reached within seven (7) calendar days, the grievance shall be processed to Step 2 at any time within five (5) working days thereafter.

Step 2. The aggrieved employee shall present his/her written grievance to the Department Superintendent. If a meeting is held between the Department Superintendent and the grievor, the Steward will be present, The Department Superintendent will give an answer, in writing, within five (5) working days. The grievance may be processed to Step 3 any time within five (5) working days thereafter.

Step 3. (a) The aggrieved employee may present his/her written grievance to the Manufacturing Manager. If a meeting is held with management representatives, the grievor, Steward and/or Chief Steward and/or the Business Representative will be present. The Manufacturing Manager shall give a reply, in writing, within five (5) working days. If a settlement satisfactory to the employee concerned is not reached within five (5) working days thereafter, the grievance may be referred to a Board of Arbitration, as provided in Step 4, any time within thirty (30) calendar days thereafter. If the grievance is not taken to arbitration as herein provided, the grievance shall be deemed to have been settled at the conclusion of Step 3, with the decision of the Manufacturing Manager being final and binding on the Union, the Company and the grievor. The time limits as prescribed above in Steps 1, 2 and 3 may be modified by mutual agreement, in writing of the Company and the Union.

(b) The Company and the Union agree that either party has the right to file a policy grievance that may begin at Step 3.

Discharge or Suspension. In the case of a discharge or suspension, a grievance may be filed at Step 3 by an employee who feels he/she was unjustly dealt with. Such a grievance shall be filed within seven (7) calendar days of the date of dismissal or suspension.

Step 4. The Company and the Union agree that any dispute or grievance concerning the interpretation, application or alleged violation of a specific provision of this Agreement, which has been properly carried through the steps outlined in this Article and which has not been settled, may be referred to a Board of Arbitration by either the Company or the Union notifying, in writing, the other of such action.

5.04 The **Board** of Arbitration will be composed of one (1) person appointed by the Company, one (1) person appointed by the Union, and a third person to act as Chairman agreed to by the other two **(2) members** of the Board.

5.05 Within fourteen **(14)** calendar days of the request by the Company or the Union to the other for a Board, each shall notify the other of the name of its appointee.

5.06 Should the persons appointed by the Company and the Union to act on the Board not agree on a third person within fifteen (15) working days of the notification period provided in clause 5.05, the Minister of Labour of the Province of Ontario shall be **asked** to nominate a person to act as Chairman.

5.07 The **Board** of Arbitration shall not have any jurisdiction to alter, **add to**, subtract from, modify, amend, or to substitute any provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of the Agreement.

5.08 The unanimous or majority decision, in writing, of the Arbitration Board with respect to the matters coming within the jurisdiction of the Board shall be final and binding upon the Company, the Union and the employees.

5.09 (a) The Company and the Union shall pay their own respective costs, and the fees and expenses of any witnesses and of their respective representatives, including appointees to the Board. The fees and expenses of the Chairman shall be shared equally by the Company and the Union. The Company shall pay the grieving employee at his/her basic hourly rate for the duration of the arbitration meeting if the meeting was held during his/her regular scheduled working hours and only for such time he/she would have normally worked had the meeting not been held.

(b) The Union's Business Representative shall be admitted during working hours, at a reasonable time, to interview employees on duty or to inspect working conditions, Such visits shall be arranged to cause a minimum of disturbance to the Company's business and the Business Representative shall first report his/her presence on the occasion of each such visit to the **Vice** President Human Resources or, in his/her absence, the Manufacturing Manager or, in his/her absence, his/her delegated representative.

ARTICLE 6 - STEWARDS

6.01 Ten **(10)** Union Stewards, including the Chief Steward, shall be designated by the Union for the following areas:

Kitchen	1 Steward
Maintenance	1 Steward
Shipping	1 Steward
Salads	1 Steward
Packaging	1 Steward
Afternoon Shift	2 Stewards
Night Shift	1 Steward
Drivers	1 Steward

6.02 If additional departments come into being, the Union may discuss with the Company the designation of additional Steward or Stewards and changes may be made by mutual agreement.

6.03 The Union shall notify the Company, in writing, upon elections of the names of the Stewards and the areas they represent as well as of any changes in such persons as and when such changes occur.

6.04 The Union agrees that Stewards, like other employees, have their regular duties to perform on behalf of the Company and that such persons shall not leave their regular duties without prior consent of their supervisor. In the event of them having to leave their regular duties or department for purposes of processing an employee complaint or grievance, they shall first obtain permission from their supervisor giving reasons for such request. When the business of the Stewards is completed, they will check-in to their own department through their supervisor. The Union further agrees that Stewards shall not absent themselves from their regular duties for unreasonable lengths of time.

6.05 Union Stewards while attending meetings with Company representatives on Company property will be paid their basic hourly rate for the duration of the meeting if the meeting is held during their regular scheduled working hours and for such time they would have normally worked had the meeting not been held.

6.06 The Company agrees that the Chief Steward has the right to leave the station of work after obtaining permission from his/her supervisor to investigate any grievance by his/her fellow steward or fellow workers. The Chief Steward will be given copies of all written warnings.

ARTICLE 7 - DISCRIMINATION

7.01 The Company agrees that it will not discriminate nor use intimidation, harassment, or coercion against any employees by reason of their race, colour, creed, country of origin, position with or membership in the Union. The Union agrees that it will not discriminate nor use intimidation, harassment or coercion against any employees by reason of their race, colour, creed, country of origin or position with the company or non-membership in the Union.

ARTICLE 8 - UNIFORMS AND TOOLS

8.01 The Company shall supply to its employees all tools, aprons, coats, etc. necessary for proper performance of their work. However, skilled trades maintenance department employees shall have worn out or broken tools replaced. Such tools shall be turned into the department supervisor at the time of such request. Such employees shall exercise reasonable care in looking after the condition of their tools. An allowance of two hundred dollars (\$200.00) shall be paid by separate cheque on February 1st of each contract year to all such skilled trades maintenance department employees to replace any mislaid tools.

8.02 Upon provision of receipts for the purchase of safety shoes by the employee, the Company agrees to pay up to seventy-five dollars (\$75.00) per contract year for Safety Committee approved safety shoes for each full-time, non-probationary employee. An exception to this will be that the Company will supply safety rubber boots to employees whose work functions necessitates same, as required.

- 8.03** (a) The Company will provide a clean two piece freezer coat and gloves for the freezer person.
- (b) Parkas will be supplied to employees when assigned to work in freezer areas. The Company agrees to purchase six (6) additional freezer coats for the maintenance department.
- (c) The Company agrees to supply outside Shippers with parkas.
- (d) Effective one (1) month after ratification, the Company will provide thermal vests to permanent employees in the following areas:
1. Packaging
 2. Pre-blend
 3. Trimming

ARTICLE 9 - WORKERS' COMPENSATION

9.01 The Company shall, become enrolled so as to afford its employees protection under the Workers' Compensation Act.

9.02 If an employee is injured and is required to leave the plant for medical attention, he/she will be paid for the balance of his/her shift during which the accident occurred.

The Company agrees to have the injured employee accompanied to the doctor's office or the hospital by an appropriate person as deemed necessary by the Company.

ARTICLE 10 - HOURS OF WORK

- 10.01** (a) The regular work week for the day shift shall be forty (40) hours per week, eight (8) hours per day. See Hours of Work Scheduled at Appendix "C".
- (b) The Company reserves the right to adjust an individual's starting time up to 1 hour earlier or 1 hour later as required. When it is necessary to adjust the starting time for the employee, the individual will be advised in the week prior to the change.

Employees who are required to make the above change and are not advised the week prior will be paid 1½ times their regular hourly rate for all hours worked before their regular starting time or all hours worked beyond their regular finishing time on the first day.

Employees required to change their regular starting time by more than 1 hour will be paid 1½ times for the time worked in excess of 1 hour. This payment will continue for as long as he/she is required to start at the new starting time or until the new schedule is agreed to by the Union and established in Appendix "C". Where the individual's starting time is temporarily changed by more than 1 hour due to a staff reduction, vacation or absenteeism coverage, the above 1½ time penalty will not apply.

- (c) Employees required to start before 5:30 a.m. will be paid fifty cents (50¢) per hour for all hours worked before 5:30 a.m. in addition to their regular hourly rate.

ARTICLE 11 - OVERTIME

11.01 Time and one-half shall be paid for any or all time worked in excess of eight (8) hours per day. When overtime is to be worked employees are to be informed before lunch break. For weekend overtime the Company will advise employees by lunch break on Friday.

11.02 (a) Employees whose normal work week is Monday to Friday called in to work on Saturday will be guaranteed a minimum of four (4) hours at the rate of time and one-half. After the first four (4) hours the rate will become double time. A minimum of four (4) hours will be guaranteed on a Sunday at the double time rate.

(b) Employees whose normal work week is Sunday to Thursday called in to work on Friday will be guaranteed a minimum of four (4) hours at the rate of time and one-half. After the first four (4) hours the rate will be double time. A minimum of four (4) hours will be guaranteed on a Saturday at the double time rate.

11.03 All work performed on a Recognized Holiday (or days celebrated in lieu thereof) shall be paid (with a minimum of four hours) at double the regular rate of pay in addition to the day's pay for such holiday.

11.04 All employees shall be required to work a reasonable amount of overtime and, if necessary, employees having least seniority shall be expected to work provided the employee is capable of performing such work.

11.05 (a) If overtime is required in the Maintenance and Sanitation department, the Company agrees that the employees who work in the area will work overtime Monday through Friday unless the employee has other commitments and may not be able to work the overtime; however, on Saturday and Sunday the overtime will be on a rotation basis.

(b) If overtime is required within the department, (other than Maintenance and Sanitation) the Company agrees that the overtime will be worked by qualified employees from the department shift seniority list on a rotational basis. The Company will establish 2 overtime lists:

1. Monday to Friday
2. Weekend

(c) Temporary transfers of an employee will not affect the opportunity for such employee to perform overtime work in their department.

11.06 An employee who has returned to work after an absence resulting from illness or accident and who has temporary physical restrictions to employment, will not be permitted to work overtime until such restrictions are removed by the employee's family physician.

ARTICLE 12 - SHIFT PREMIUMS

12.01 The **afternoon** shift will carry a forty-five cent (**45¢**) an hour premium.

12.02 (a) The night shift will carry a fifty cent (**50¢**) an hour premium.

(b) A seventy-five cent (**75¢**) an hour shift premium, instead of forty-five cent (**45¢**) an hour premium will be paid on Sunday for all hours worked between **six p.m.** and midnight for all employees regularly scheduled to work on Sunday.

12.03 Night Shipping employees will have a guarantee of thirty-seven (**37**) regular hours worked minimum per week.

ARTICLE 13 - REST PERIODS

13.01 The Company shall grant a **fifteen (15) minute rest period** as near as practicable to the middle of the first half and to the middle of the second half of the shift.

13.02 When an employee is required to work in excess of one and one-quarter hours beyond his/her regular scheduled quitting time, a **fifteen minute rest period**, paid for by the Company shall be provided prior to the starting of the overtime **shift**. The Company further agrees to supply a supper or six **dollars (\$6.00)** in lieu of a supper, during the aforementioned rest **period**.

ARTICLE 14 - RECOGNIZED HOLIDAYS

14.01 There shall be eleven (**11**) recognized holidays as follows:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day
Floating Day at Christmas/ New Year	Boxing Day
Floating Day	

The Floating Day will be scheduled during the calendar year upon a request by the employee and subject to the needs of the operation. The Floating Day will be recognized for all employees at work or on the active payroll as at May 1st each year.

14.02 All employees shall be entitled to full pay for such holidays provided. However, no employees shall be entitled to be paid for such holiday if they absent themselves without good and valid cause on the day before or the day after such holiday.

ARTICLE 15 - VACATION

15.01 Employees with less than twelve (12) months service as of May 1st shall receive vacation pay equal to four percent **(4%)** of earnings from date of hiring to May 1st of current vacation year.

15.02 Employees with twelve (12) months or more of service as of May 1st shall receive two (2) weeks' vacation with pay or four percent **(4%)** of earnings, whichever is greater.

15.03 Employees with five **(5)** years or ~~more~~ of service as of May 1st shall receive three (3) weeks' vacation with pay or six percent **(6%)** of earnings, whichever is greater.

15.04 Employees with ten (10) years or more of service as of ~~May~~ 1st shall receive four **(4)** weeks' vacation with pay or eight percent **(8%)** of earnings, whichever is greater.

15.05 Employees with eighteen **(18)** years or ~~more~~ of service as of May 1st shall receive five **(5)** weeks' vacation with pay ~~or~~ ten percent **(10%)** of earnings, whichever is greater.

15.06 Employees with twenty-five **(25)** years or ~~more~~ of service as of May 1st shall receive six **(6)** weeks' vacation with pay or twelve percent (12%) of earnings, whichever is greater.

15.07 Vacations ~~are~~ to be taken between May 1st and the following April 30th, and shall not be carried from one vacation year ~~to~~ the next.

15.08 ~~For~~ the purpose of Article 15, employees who started to work on or before the 15th of May will be deemed to have ~~started~~ on the first of the month. Employees who ~~started~~ after the 15th day of May will be deemed to have ~~started~~ on the first day of the following month.

15.09 An employee who has four **(4)** weeks' vacation entitlement or ~~more~~, one of the weeks will be taken during the months of January to April.

ARTICLE 16 - SENIORITY

16.01 Seniority in this ~~Agreement~~ shall be a plant-wide seniority ~~from~~ the day of last hire.

16.02 (a) In the case of ~~date~~ duplication, an alphabetical list shall be prepared in accordance with the ~~surname~~ and those at the top of the list shall be deemed to be hired first.

(b) The ~~Company~~ agrees to post the seniority list on the bulletin ~~board~~ every ~~six~~ (6) months.

16.03 New employees ~~hired~~ by the Company will be considered ~~as~~ probationary employees ~~until~~ they have completed fifty **(50)** days worked during which time they may be discharged ~~or~~ disciplined without ~~recourse to~~ the Grievance Procedure. The Company ~~will~~ not discharge ~~an~~ employee for the purpose of enforcing ~~an~~ additional probationary period. Upon completion of the fiftieth worked day the employee shall be either discharged ~~or~~ placed on the regular seniority list.

16.04 (a) In the event of a promotion, transfer, a reduction of staff or lay-off, or a rehiring of employees; the principle of plant-wide seniority shall govern the matter provided the employee is qualified to perform the work.

(b) The exceptions to 16.04 (a) will be that when employees are temporarily displaced for up to three (3) work days due to lack of work the principle of plant shift seniority will apply. When reducing staff due to lack of work for a period of two (2) hours or less remaining in the shift, the principle of department shift seniority will apply.

(c) Employees displaced will fill vacancies created by lay-offs, in accordance with 16.04 (a) and (b) provided they are qualified to perform the work.

(d) When it can be determined that a temporary vacancy which is necessary to fill due to an absence of an employee will exist for a period of more than three (3) work days, the Company will provide full consideration to seniority and qualifications on a departmental basis.

16.05 (a) In the event of lay-offs, the Company undertakes to eliminate the use of part-time employees, provided there are full-time employees available who are qualified to perform the work.

(b) The Company agrees that part-time employees will not be scheduled to work on a week-end when qualified full-time employees are available to work.

(c) A full-time employee who chooses part-time employment, in lieu of lay-off, will retain full-time seniority unless the employee refuses recall to full-time status. A part-time employee who refuses a recall to full-time status shall be governed by Appendix B Article 16 (c).

16.06 An employee reporting to work for his/her regular shift and is laid off or not required for any part of that shift due to a mechanical breakdown, shall be paid a minimum of six (6) hours at his/her regular basic hourly rate except when the employee:

(a) Has been given advance notice not to report to work.

(b) Is prevented from working because of an act of God such as power failure, flood or fire.

(c) Did not keep the Company advised of his/her current address and telephone number.

16.07 Employees who because of a lack of work are to be laid off for a period of more than three (3) work days and who have:

(a) Less than five (5) years' service shall receive two (2) days' written notice or two (2) days' basic pay in lieu of such notice.

(b) Five (5) or more but less than ten (10) years' service shall receive one (1) week's written notice or one (1) week's basic pay in lieu of such notice.

- (c) Ten (10) or more years' service shall receive two **(2)** weeks' written notice or two **(2)** weeks' basic pay in lieu of such notice.

Copies of lay-off notices shall be given to the Stewards of the areas where the employees ~~are~~ to be laid off work.

In the event of a lay-off of three (3) work days or less, verbal advice shall be given to the Stewards of the areas where the employees **are** to be laid off.

Lay-offs of three (3) work days or less will not be issued to an individual who has received written notice under Article 16.07(a), (b) or (c) above.

- 16.08** (a) When recalling persons, a laid-off employee will be entitled to be recalled for a **period** of twelve **(12)** months from the date of lay-off in accordance with clause **16.04**. The Company shall direct such persons by registered letter to the last address appearing on the Company's records to report to work. The person recalled shall report to work at the date and time specified in the registered letter or within seven (7) calendar days of the date of the registered letter, whichever is the later. In the event the person recalled is unable to **report** because of medically validated accident or sickness, or for any other valid reason, **he/she** shall be excused **from** such recall. In order to return to work, the person disabled shall provide acceptable medical evidence of physical ability to return to work.
- (b) Where an employee moves to another job because of a lay-off, **he/she** shall be returned **to** the position **he/she** held before the lay-off prior to any employee on lay-off being recalled to fill the position.

16.09 An employee shall lose his/her seniority when:

- (a) He/she is discharged by the Company and is not reinstated through the grievance procedure.
- (b) He/she voluntarily terminates his/her employment.
- (c) He/she has been laid off continuously for a **period** of more than twelve **(12)** months.
- (d) He/she does not return to work from lay-off **as** provided in clause 16.08.
- (e) He/she is absent from work for three (3) working days without **a** good and valid reason.
- (f) He/she **is** unable **to** return to work due to disability and has expired their entitlement to weekly wage indemnity coverage or temporary total disability Workers' Compensation payments or forty-eight **(48)** months has expired since their last day at work, whichever is the greater **period** of time, The 48-month period will commence effective April **9, 1992**.

16.10 Employees' seniority will not be unreasonably terminated when they remain away from work because of sickness or disability, provided the Company is notified within a reasonable time. An ~~employee~~ returning from sick or disability leave after five **(5)** working days' absence, must, if requested by the Company, present a certificate from his/her physician stating the nature

of the sickness and that the employee is fully recovered to perform his/her regular duties or defined modified duties.

16.11 When an employee is required to take time-off from work for personal reasons, he/she shall advise his/her immediate supervisor one (1) day before.

In the event of the permanent closure of all or part of the plant operations, terminated employees will receive severance pay in accordance with the terms of the Ontario Employment Standards Act.

ARTICLE 17 - PROMOTION

17.01 In applying the provisions of this Article, the plant shall be divided into departments as per Appendix "A".

17.02 (a) The Company will provide training opportunities to employees on a seniority basis, and when filling a vacancy in a department, the Company will give the senior employee in the equivalent or a lower-paid job classification the opportunity, provided he/she has the required skills and qualifications to ~~perform~~ the work.

(b) Should a job opening occur within any one job classification on the day or afternoon shift, any person on the afternoon or evening shift within the same job classification will be given the opportunity ~~on~~ the basis of seniority ~~to~~ enter the day shift position, provided the employee has the required skills and qualifications to perform the work. The exchange will take place once the Company has had the opportunity to ~~train~~ replacement personnel.

(c) The Company agrees to post on the bulletin board all full-time permanent vacancies and promotions.

17.03 (a) After clause 17.02 has been complied with and a permanent vacancy exists in a department, such vacancy shall be posted for a ~~period~~ of four (4) working days. Interested employees shall submit an Application **Form** (obtained from their supervisor or the Human Resources Department) within four (4) working days of the posting. The Company will then give the senior employee, from among those who submitted Application **Forms**, the opportunity for such vacancy provided he/she has the required level of ~~skill~~, ability, efficiency and the physical capability to perform the work.

(b) The ~~name~~ and the seniority ~~date~~ of the employee will be posted. A copy of such notice will be ~~forwarded~~ to the Union.

17.04 (a) When an employee is successful on a job posting, he/she shall maintain his/her existing rate unless the employee has had previous experience on the job, in which case he/she shall receive the job rate immediately. When an employee has maintained his/her existing classification rate he/she shall progress to the new job classification rate after successfully maintaining the new position for thirty (30) working days.

- (b) An employee who is successful on a **job posting** and who maintains the position **after** thirty (30) working days, will **receive** the new job classification rate retroactive to the **first** day of **appointment of** the position.

ARTICLE 18 - DEMOTION

18.01 In applying the provisions of this Article, the plant shall be divided into departments as per Appendix "A".

18.02 This Article will be applied in conjunction with **17.02 (a), 17.02 (b) or 17.03 (a)**.

18.03 Employees wishing to bid on a **lower-paid** job vacancy will be given the opportunity on the basis of seniority, once every twelve **(12)** months maximum, to successfully bid up **to two** classification levels lower, **provided** they have the **required skills** and qualifications to **perform** the work. The exchange will take place **once** the Company has had the opportunity to **train** replacement personnel.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Employees may be granted a leave of absence without loss of seniority, upon proper permission being obtained from the Company, and such leave of absence shall not be unreasonably withheld.

19.02 In the case of pregnant females, leave of absence will be granted without loss of seniority to such persons provided that such employees shall return to work not more than sixteen **(16)** weeks following the birth of the child, The Company reserves the right to determine when it shall no longer be suitable for a pregnant female to continue work.

19.03 (a) In the event an employee is precluded from working his/her regular shift or shifts due to being called for **and reporting** for **jury** duty or **jury** selection, or **being** subpoenaed as a crown witness, the Company agrees to make-up the difference in pay between the amount received for **jury** duty, **jury** selection time, or crown witness duty, and the amount the **employee** would have **earned** for working his/her regular shift or shifts.

(b) In order to qualify for such **compensation**, the employee shall give **seventy-two (72)** hours' prior notice **to** his/her supervisor for such **jury** duty, **jury** selection call, or **subpoena** as a crown witness and present evidence of the compensation received for such **period**.

ARTICLE 20 - HEALTH AND WELFARE

20.01 The Company agrees to pay the full premium for all full-time employees and their dependents for the Ontario Health Insurance Plan plus coverage to provide semi-private hospitalization for all employees **and** their dependents.

20.02 It is further **agreed** that in the event of changes to the present **premium** that would result in a saving to the Company, such saving will be used to purchase increased benefits for the employees.

- 20.03** (a) The Company agrees to pay for weekly wage indemnity coverage of seventy percent **(70%)** of a full-time employee's basic weekly earnings, for a period of ~~twenty-six~~ consecutive weeks effective on the first **day** of an accident and the fourth day of an illness.

Employees with twenty **(20)** years' service or more will **be** eligible for ~~thirty-nine~~ **(39)** consecutive weeks of weekly wage indemnity coverage under the terms outlined above.

Employees who have used their weekly wage indemnity coverage and who ~~are~~ not eligible for Long Term Disability coverage, will **be** given the opportunity to apply for any U.I.C. sickness benefits to which they may be eligible under U.I.C. legislation.

NOTE: Company **has** no liability if U.I.C. claims **are** denied or if **granted**, affect subsequent claims for U.I.C. unemployment benefits. Employees will still **need** to provide Company with regular medical evidence to support ~~their~~ continued absence. This provision can not be used when a WCB claim has been made or rejected.

- (b) The Company agrees to pay ~~for~~ Long Term Disability coverage of seventy percent **(70%)** of a full-time employee's basic weekly earnings, integrated with the indemnity payable by the Canada Pension Plan and Compensation Act commencing effective with the ~~twenty-seventh~~ week of absence due **to** illness/accident, provided the employee is totally disabled to ~~perform~~ any work, according to the rules and regulations of the **insurers**.

- 20.04** (a) The Company agrees to pay for **a** comprehensive drug prescription plan covering full-time employees and their dependents. The plan shall have ten dollars (\$10.00) deductible for single coverage and twenty dollars (\$20.00) deductible for family coverage.

- (b) The Company agrees to provide a vision care plan (under the Major Medical Plan) providing a benefit of one hundred and ten dollars (\$110.00) per person every two **(2)** consecutive years for each employee and his/her eligible dependents, for the purchase of frames, lenses, the fitting of prescription lenses and contacts when recommended by a physician **or** optometrist.

Effective January **1, 1995**, one hundred and twenty-five dollars **(\$125.00)**.

- 20.05** (a) **The** Company agrees to provide and pay the full premium for **a** fifteen thousand dollar **(\$15,000.00)** life insurance policy for all full-time employees.

In **addition to** the fifteen thousand dollar (\$15,000) life insurance policy the Company agrees to provide and pay the full premium for a fifteen thousand dollar **(\$15,000)** Accidental Death and Dismemberment policy.

- (b) Upon retiring, employees shall receive ~~from~~ the Company either:

- i) the sum of \$1,500.00, or
- ii) a paid-up life insurance policy in the amount of \$5,000.00.

20.06 The Company agrees to contribute **twenty-five cents (25¢)** per hour for **regular hours** worked by full-time employees into the Ontario Retail Employees Dental Benefit Trust Fund.

20.07 (a) The Company agrees to contribute **thirty-five cents (35¢)** per hour for regular and overtime hours worked (minimum forty **(40)** hours for full-time employees) for each regular, non-probationary employee eligible under the rules governing the pension plan, **to** the U.F.C.W. Ontario Retail Council Pension Trust Fund or equal or better pension plan **ie.** Canadian Commercial Workers' Industry Pension Plan (C.C.W.I.P.P.).

Effective January **15, 1995**, increase the above amount to **38¢/hour**.

Effective January **15, 1996**, increase the above amount to **40¢/hour**.

(b) The Company's obligation with **regard** to the aforementioned pension plan is limited to the above-noted contributions.

20.08 (a) The Company shall continue **to** make a reasonable provision for the safety and health of its employees at the plant during the hours of their employment.

(b) The Company agrees to establish an Accident Prevention Committee in an endeavour **to** provide safe work practices **throughout** the operation and such Committee shall meet monthly. Five **(5)** of the persons on the Committee shall be employees and/or Union Stewards while **the** remaining persons **shall** be Company representatives.

(c) It is the intention of the Company and the Union to resolve safety issues internally. However, the Company and the Union agree that any safety issues tabled at the Accident Prevention Committee which cannot be resolved to the mutual satisfaction of the Company and the Union within **a** reasonable **period** of time, may be **referred** by either party to the Ministry of **Labour**,

20.09 Adequate rest rooms shall be provided and kept heated and ventilated and in good, sanitary condition. The employees shall **co-operate** with the Company in keeping the rest rooms in clean and **sanitary** condition,

20.10 In the event **an** employee is required by the Company, the local Board of Health, or any governmental agency to take a medical examination, x-ray or other tests, such shall be arranged on Company time and at the expense of the Company.

ARTICLE 21 • BEREAVEMENT PAY

21.01 The Company agrees **to** pay employees for **three (3)** working days time **off** in the event of bereavement in the family as follows: mother, father, wife, husband, child, brother, sister. The Company further agrees to pay employees for two **(2)** working days **time** off in the event of **bereavement** in the family as follows: mother-in-law, father-in-law, **grandparents**, grandchild, brother-in-law, sister-in-law.

ARTICLE 22 • WORKING CONDITIONS

22.01 The Company agrees that its shop and factory shall be properly ventilated and maintained in a sanitary condition, The Union shall co-operate with the Company to practice good housekeeping methods.

ARTICLE 23 • UNION LABEL

23.01 The Company agrees to put the Union label on all pickled, smoked meats, etc.

ARTICLE 24 • UNION SHOP CARDS

24.01 The Union agrees to supply the Company with a display card which the Company agrees to exhibit in a prominent place in its shop or factory. Such card shall be the property of the Union and shall be returned on demand.

ARTICLE 25 • CO-OPERATION

25.01 The Company and the Union agree to work through a joint committee and endeavour to promote the sale of union-made delicatessen products whenever possible.

25.02 The Company and the Union agree to participate in a Labour-Management Committee which will meet to discuss matters of mutual concern. An agenda outlining subjects to be discussed will be provided by the parties to each other prior to the date of the meeting.

The Committee will be comprised of three Union representatives and three Management representatives who will meet on a monthly basis. Meetings will normally be held during the day shift and employees attending the meeting will suffer no loss of pay while attending.

ARTICLE 26 • BASIC HOURLY RATE OF PAY

26.01 Appendix "A-1" - Basic Hourly Rates of Pay will apply to those employees on the payroll as of July 23, 1994.

Appendix "A-2" - Basic Hourly Rates of Pay will apply to those employees hired subsequent to July 23, 1994.

26.02 The starting rate for new employees (except maintenance employees) hired prior to July 23, 1994 will be as follows:

- \$10.00 per hour for the first six months of employment.
- Upon the completion of six months of employment the rate will be increased to 85% of their job rate listed in Appendix "A-1".

- Upon the completion of twelve months of employment the rate will **be** increased to 90% of their **rate** listed in Appendix "A-1".
- Upon the completion of eighteen months of employment the rate will be increased **to** 95% of their **job** rate listed in Appendix "A-1".
- Upon the completion of twenty-four months of employment the rate will be increased **to** 100% of their job rate listed in Appendix "A-1".

The starting rate for new employees (except maintenance employees) hired **on** or subsequent to July 23, 1994 will **be** as follows:

- \$10.00 per hour for the **first** six months of employment.
- Upon the completion of **six** months of employment the **rate will** be **increased to** 85% of their job rate **listed** in Appendix "A-2".
- Upon the completion of twelve months of employment the rate will be **increased to** 90% of their job **rate** listed in Appendix "A-2".
- Upon the completion of eighteen **months** of employment the rate will be increased to 95% of their job **rate** listed in Appendix "A-2".
- Upon the completion of twenty-four months of employment the rate **will** be **increased to** 100% of their job rate listed **in** Appendix "A-2".

26.03 Full-time non-probationary employees who **are** required **to perform** work in a higher paid classification for at least one (1) hour per day will be paid the appropriate higher **rate** of pay for time **so** worked.

26.04 Persons who are students who **are** temporarily employed during the **peak** periods (15 April • 15 September; 15 December • 15 January) will be paid in accordance **with** the following schedule:

First year employed	\$ 9.50
Second year employed	\$10.00
Third year employed	\$10.50
Fourth year employed	\$11.00

26.05 The Company agrees to provide a \$500 lump sum payment, less deductions, to those regular full-time employees who **are on** the payroll and actively at work **as** of July 23, 1994. Those regular full-time employees who were on the payroll but not actively at work **as** of July 23, 1994, who **return** to work prior to January 14, 1995 will be entitled to a lump sum payment. The amount of payment will be \$500 reduced by 1/12 times \$500 for each full month of absence **or** lay-off **between** January 15, 1994 **and** the date of return to **work**.

ARTICLE 27 • TERM OF AGREEMENT

27.01 Except as specified, this Agreement shall take effect as of the 15th day of January, 1994 and shall remain in effect until the 14th day of January, 1997 and thereafter from year to year, unless either party gives to the other party notice in writing of cancellation or of amendment, within the period of ninety (90) days before the anniversary date.

27.02 This Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements, both written and oral.

Agreed this day of May, 1995.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCALS 175 AND 633**

**FOR SHOPSY'S FOODS,
A MEMBER OF MAPLE LEAF FOODS INC.,
150 BARTOR ROAD, WESTON, ONTARIO**



Robert Grave



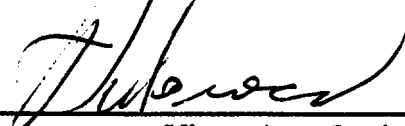
John Hercus



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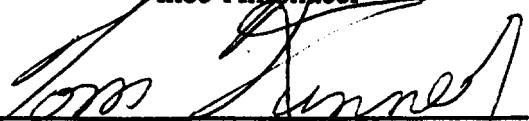
Jim DeLuca



Vince Antonacci



Mark Parkinson



Tom Kennedy

Len Rothwell



Sandra Scali



Teresa Suppa-Magee

APPENDIX "A-1"
BASIC HOURLY RATES OF PAY
For Full-time Employees Hired Before July 23, 1994

Kitchen	Packaging	Salads	Sanitation	Shipping	Maintenance	Dry Goods	Drivers	Effective 1/15/94	Effective 1/15/96	Effective 1/15/98
					Electronic Technician Electromechanic Technician			\$19.55	\$19.70	\$19.95
					Electrician Mechanic AA			\$19.00	\$19.15	\$19.40
					Mechanic A			\$18.70	\$18.85	\$19.10
					Mechanic B			\$18.00	\$18.15	\$18.40
Smokehouse Operator								\$17.14	\$17.29	\$17.54
							Tractor/ Trailer Driver	\$16.89	\$17.04	\$17.29
Material Controller Meat Receiver	Material Controller	Material Controller		Freezer Person		Dry Goods Receiver		\$16.71	\$16.88	\$17.11
							Truck Driver Shunter	\$16.69	\$16.84	\$17.09
Trimmer Formulator 2 Machine Operator	Packaging Machine Operator Slicer Operator	Formulator 2	Sanitation Worker	Checker/ Shipper				\$16.57	\$16.72	\$16.97
Frank-O-Matic Operator	Wiener Peeler							\$16.40	\$16.55	\$16.80
HGL, LGL	HGL, LGL	HGL, LGL	HGL					\$16.19	\$16.34	\$16.59

APPENDIX "A-2"
BASIC HOURLY RATES OF PAY
For Full-time Employees Hired On or After July 23, 1994

Kitchen	Packaging	Salads	Sanitation	Shipping	Maintenance	Dry Goods	Drivers	Effective 7/23/94	Effective 1/15/96	Effective 1/15/98
					Electronic Technician Electromechanic Technician			\$19.55	\$19.70	\$19.95
					Electrician Mechanic AA			\$19.00	\$19.15	\$19.40
					Mechanic A			\$18.70	\$18.85	\$19.10
					Mechanic B			\$18.00	\$18.15	\$18.40
Smokehouse Operator								\$12.86	\$13.01	\$13.26
							Tractor/ Trailer Driver	\$12.67	\$12.82	\$13.07
Material Controller Meat Receiver	Material Controller	Material Controller		Freezer Person		Dry Goods Receiver		\$12.54	\$12.69	\$12.94
							Truck Driver Shunter	\$12.52	\$12.67	\$12.92
Trimmer Formulator 2 Machine Operator	Packaging Machine Operator Slicer Operator	Formulator 2	Sanitation Worker	Checker/ Shipper				\$12.43	\$12.58	\$12.83
Frank-O-Matic Operator	Wiener Peeler							\$12.30	\$12.45	\$12.70
HGL, LGL	HGL, LGL	HGL, LGL	HGL					\$12.15	\$12.30	\$12.55

APPENDIX "B"

PART-TIME EMPLOYEES

The conditions of employment for persons employed for twenty-four (**24**) hours or less per week shall be ~~as~~ set out elsewhere in this Agreement except ~~as~~ provided hereafter in this Agreement.

ARTICLE 4 • UNION SECURITY

4.03 The Company agrees to commence deducting Union dues from a part-time employee's first pay cheque and each pay cheque thereafter. Union dues shall be two dollars and seventy-five cents (**\$2.75**) a week for a part-time employee who works less than twelve hours a particular week and ~~three dollars~~ and twenty-five cents (**\$3.25**) a week for a part-time employee who works twelve ~~or more~~ hours a particular week.

4.09 (a) Non probationary part-time employees shall not be discharged ~~or~~ disciplined without **good** and sufficient cause.

ARTICLE 10 • HOURS OF WORK

Clause 10.01 • Not applicable.

ARTICLE 11 • OVERTIME

11.01 ~~Time~~ and one-half shall be paid for any and all time worked in excess of eight (**8**) hours per day and in excess of twenty-four (**24**) straight time paid hours per week. When overtime is to be ~~worked~~, employees **are** to be informed before lunch break.

Clauses 11.02 and 11.04 • Not applicable.

ARTICLE 12 • SHIFT PREMIUMS

Clause 12 • Not applicable.

ARTICLE 14 • RECOGNIZED HOLIDAYS

14.02 In **order to** qualify for pay ~~for~~ the holidays provided in clauses 14.01, a part-time employee shall have:

- (a) Been in the employ of the Company for ~~three~~ (3) months ~~or more~~ ~~immediately~~ prior to a holiday.
- (b) Worked **on** at least ten (10) days during the thirty day ~~period~~ immediately preceding a holiday.
- (c) Worked his/her regular scheduled shift ~~preceding~~ and following a holiday.

14.03 Provided the conditions specified in clause 14.02 have been met, the number of specified holiday hours (**to** a maximum of eight) that a part-time employee shall be credited with in each instance, to be paid at his/her regular straight time basic hourly rate of pay, shall be determined by totalling the number of hours worked by the employee in the thirty day period immediately preceding the week of the holiday and dividing that total by the number of days worked in the same period.

ARTICLE 15 • VACATIONS

Vacation pay shall be **as** provided in the laws (i.e., four percent) of the Province of Ontario.

ARTICLE 16 • SENIORITY

- (a) Part-time employees shall have a probationary trial period of forty-five **(45)** shifts of work.
- (b) A part-time employee re-classified **to** full-time on jobs involving the same skills, will not be required to serve a further probationary period. The confirmation **as** a full-time employee is **subject to** the successful passing of the Employer's standard medical examination.
- (c) A ~~part-time~~ employee re-classified **to** full-time employee, shall carry one-half **(1/2)** of his/her part-time seniority up to a maximum of four **(4)** years to his/her full-time employment (in other words, a maximum of two **(2)** years' seniority as a full-time employee).
- (d) In the event of a reduction in the number of employees covered by this Appendix, the employee with the least seniority shall be the first laid off followed by the employee with the next least seniority, provided the employees remaining have the required skills and qualifications to **perform** the work available.
- (e) When increasing the number of employees covered by this Appendix, persons **on** lay-off having **recall** rights will be recalled according to their seniority provided such persons have the required skills and qualifications to **perform** the work available.
- (f) A part-time employee shall lose his/her seniority when:
 - 1. He/she is discharged by the Company and is not re-instated through the grievance procedure.
 - 2. He/she voluntarily terminates his/her employment.
 - 3. He/she has been laid-off continuously for a period of more than **four (4)** months.
 - 4. He/she does not return to work from lay-off at the time required.

ARTICLE 17 • PROMOTIONS

Clause 17 • Not applicable.

ARTICLE 21 - BEREAVEMENT PAY

21.01 The Company agrees to pay a part-time employee his/her basic pay, up to his/her scheduled hours, to attend the funeral of any of the family members as provided in clause 21.01 of this Agreement, provided such day is a regular scheduled work day.

ARTICLE 26 - BASIC HOURLY RATES OF PAY

26.01 (a) Those part-time employees who have completed their probationary period on or before April 9, 1992 (or prior to a peak period) will be paid under the part-time wage progression during peak and off-peak periods as defined in 26.04. All other employees employed during peak periods will be paid under the student wage progression as defined in 26.04.

(b) Part-time employees on the payroll at April 9, 1992 or employed thereafter, shall be paid the following basic hourly rates of pay:

At date of employment	\$10.52
After 6 months' service	\$11.02
After 12 months' service	\$11.52
After 18 months' service	\$12.02

APPENDIX "C"

HOURS OF WORK

Department	Mon.-Fri. (Day Shift)	Mon.-Fri. (Noon Shift)	Mon.-Fri. (Night Shift)	Sun.-Thur. (Night Shift)
Grinding	6:30-15:00	15:00-23:30		22:00-6:30
Formulation	3:00-11:30 4:00-12:30 4:30-13:00	12:30-21:00 13:00-21:30		
FAM Operator	5:15-13:45	13:45-22:15		
Salami Grinder	5:30-14:00 6:00-14:30	14:00-22:30 14:30-23:00		
Smokehouse	6:00-14:30 *5:00-13:30	14:15-22:45	22:30-7:00	
Set-up stuffing & Unmoulding	6:00-14:30	14:30-23:00		22:30-7:00
Sanitation	6:30-15:00	16:00-00:30	22:30-7:00	
stuffing	7:00-15:30	15:30-00:00		
Packaging	6:00-14:30 6:30-15:00 6:45-15:15 7:00-15:30 7:30-16:00	14:30-23:00 14:45-23:15 15:00-23:30 15:30-00:00 16:00-00:30		
Receiving	6:30-15:00	15:00-23:30		
Shipping	7:00-15:30 7:30-16:00 9:00-17:30	15:30-00:00	22:30-7:00	18:00-2:30 22:30-7:00
Dry Goods	6:30-15:00	15:00-23:30		
Curing/ Trimming	6:30-15:00	15:00-23:30		
salads	5:30-14:00 7:00-15:30 8:00-16:30	15:30-00:00		
Maintenance	6:00-14:30	14:00-22:30	22:30-7:00	22:00-6:30

*On Monday only and strictly for continuous house operator.

APPENDIX "D"

DRIVERS

The Company and the Union hereby agree that the Collective Agreement between Shopsy's and the United Food and Commercial Workers Union, Local 175, covering drivers in the employ of the Company at and out of Metropolitan Toronto will not be renewed upon its legal expiry date. The parties agree that the terms and conditions of employment of such drivers will be governed by the Collective Agreement between Shopsy's and Locals 175 and 633 and that any terms or conditions in the expired Drivers' Collective Agreement not contained in the Agreement will be null and void.

The Collective Agreement will cover both plant employees and drivers; the provisions contained in Appendix "D" attached hereto will be applicable to drivers.

1. (a) Persons excluded from the bargaining unit will not perform work which is normally performed by the employees in the bargaining unit; except in cases of emergency, training, customer demands or re-organization of routes due to volume, or excessive costs.
- (b) The Company further agrees not to solicit accounts for pick-up at the plant.
- (c) The Company agrees, subject to (d), to pay drivers whose jobs are permanently discontinued, two (2) weeks' pay for each year of seniority. Minimum payment will be equal to two (2) months' wages for all hours worked.
- (d) Should a permanent reduction occur, as per (c), displaced drivers may elect to:
 - (i) immediately receive payment as per (c), and therefore give up all rights to recall

OR

- (ii) move into the plant unit on a six month trial basis (carrying full service of their driver seniority to the plant seniority list). Once drivers have chosen the trial period of six (6) months, they:

shall forfeit all rights as per (c) if they are terminated for cause during the six (6) month trial period

may elect at any time during the six (6) month trial period, upon giving the Company a written resignation, to receive payment as per (c) and give up all rights to recall as a driver or to the plant;

OR

remain in the plant unit and give up their right to recall as drivers and their eligibility for the payment outlined in (c);

OR

- (iii) choose lay-off instead of moving into the plant and receive the payment as per (c) if they have been continuously laid off for a period of twelve months.

2. For the purpose of filling temporary driver requirements due to absenteeism, sickness, workload peaks, and emergencies, the Company may fill such vacancies with qualified plant employees.

However, in the event that there are qualified laid-off drivers and the Company has knowledge prior to the start of the shift that the vacancy will exist, the Company will place a phone call to the phone number recorded by the laid-off driver with the Company for the purpose of offering the available work to the laid-off driver. The Company will provide the available work to the senior laid-off driver subject to the needs of the operation with respect to the number of hours to be worked.

3. The Company agrees that drivers have the right to review their Personnel file once per calendar year in the presence of a member of the Human Resources Department. Arrangements to be made through the Driver Supervisor.

4. (a) The Company agrees to supply regular, full-time non-probationary employees, upon completion of their probation period, with the following uniform articles: five (5) short-sleeve shirts, three (3) long-sleeve shirts, two (2) light-weight trousers, two (2) heavy-weight trousers, one (1) parka and one (1) jacket with removable liner. Employees will wear said uniform while performing work as a driver for the Company. Employees shall be responsible for the cleanliness of such uniforms.

(b) The Company agrees to replace or repair worn shirts, pants, jackets and parkas, as required.

(c) The Union agrees that it is the driver's responsibility to replace any mislaid articles of uniform, up to the limit as outlined in (a) above.

(d) The Company agrees to pay each driver with seniority \$50 per year uniform cleaning allowance.

5. The Company agrees to use the previous four (4) weeks' gross earnings, or the actual hourly rate, whichever is pater, for Workers' Compensation purposes.

6. (a) The regular working hours shall be forty (40) hours per week Monday to Friday except as indicated below:

	Starting Time between	Finishing Time between
Dayshift	6:00 a.m. - 8:00 a.m.	2:30 p.m. - 4:30 p.m.
Afternoon Shift	3:30 p.m. - 5:30 p.m.	12:00 mid - 2:00 a.m.
Shunter: Sunday to Thursday	4:30 p.m. - 6:30 p.m.	1:00 a.m. - 3:30 a.m.

If the Company decides to operate on afternoon shift, the following procedure will apply:

The afternoon shift job(s) will be posted and drivers may bid according to seniority. In the event that **no** drivers apply for the posted position(s), the most junior driver(s) will be **required** to fill the vacant position(s).

- (b) All **rest periods are to** be taken on the route.
- (c) During the months of January, February and March a non-probationary employee who is scheduled to work and who is at work at the commencement of the work week shall be guaranteed a pay for the week equal to forty **(40)** hours regular minimum pay, subject to the following:
 1. The Company may distribute work among and between Drivers to provide employees with the aforementioned **guarantee**.
 2. The guarantee shall be **reduced**, in units of fifteen **(15) minutes**, by the amount of time for which an employee is not eligible for payment of wages.
 3. Pay received for a recognized holiday, or holiday enacted by legislation, not worked shall be **regarded as** part of the guarantee for the week in which the holiday is observed.
 4. If an employee declines to **perform** his/her normal duties, the Company shall be absolved from guaranteeing any time lost by that employee.
 5. It is understood that the provisions of Clause **16.06**, of Article **16** shall not apply to drivers covered under Appendix "D".
- 7. (a) Double time shall be paid for any and all time worked in excess of twelve **(12)**hours per day.
 - @) When employees **are required to work** in excess of one and onequarter hours beyond their regular scheduled quitting time, a fifteen **(15)** minute rest **period**, paid for by the Company, shall be provided prior **to the** starting of the overtime shift. **The** Company further **agrees** to supply a supper, or six dollars (\$6.00) in lieu of supper, during the aforementioned rest **period**.
 - (c) Employees shall make themselves available for work beyond their regular quitting time when **their** **mute calls are** not yet completed. Permission to complete or to not complete, such route calls must be obtained from the Company's representative by calling between 2:00 p.m. and 3:00 p.m.. **All** employees will call in between 2:00 p.m. and 3:00 p.m. daily or on completion of their route whichever is earlier. The Company shall not unreasonably utilize the provisions of this paragraph.
 - (d) In the event employees have **been** told to return to the plant and to not complete their route, such employees will not be again sent out on any general deliveries unless they **agree** to do **so**.

- (e) In the event employees return to the plant after completing their route and the Company has an order that requires delivery, such employees shall make themselves available to complete such delivery unless they have a valid reason not to do so in which case the Company may complete the delivery in any manner it deems appropriate.
- (f) Should emergency/unexpected deliveries arise, the Company shall offer such deliveries to at least one driver on his/her return if by 2 p.m. or earlier. Should the driver refuse or the delivery arise after 2 p.m., the Company may complete the delivery in any manner deemed appropriate.
- 8.** An exception to Clause 15.07 of Article 15 will be that, employees with **5, 10, 18** or **25** years of service between May 1st and April 30th will be entitled to take the additional week of vacation within the vacation year.
- 9.** The provisions of Clause 16.07 of Article 16 shall not apply when an employee is prevented from working because of any of the following:
- a breakdown of machinery or equipment, a power shortage or failure of power supply, an Act of **God**, any circumstances beyond the control of the Company.
- 10.** An employee may be granted a leave of absence without loss of seniority for a period of up to twelve **(12)** months, if said employee loses his licence on a temporary basis.
- 11.** Employees with fifteen **(15)** years' service or more will be eligible for thirty-nine **(39)** consecutive weeks of weekly wage indemnity coverage under the terms outlined in Clause **20.03 (a)**, of Article **20**.
- 12.** The Company agrees to establish a Transportation Accident Prevention Committee in an endeavour to provide safe work practices throughout the operation and such Committee shall meet monthly. One **(1)** of the persons on the Committee shall be an employee and/or Union Steward, while the remaining person shall be a Company representative.
- 13.** (a) New employees (except Plant employees with two **(2)** years' service or more) hired following the date of ratification shall be paid
- 90% of their job rate for the first three **(3)** months of employment.
 - 95% of their job rate for the second three **(3)** months of employment.
 - 100% of their job rate after six **(6)** months of employment.
- (b) The afternoon shift for the positions of Shunter and Truck Driver will carry a forty-five cent **(45¢)** an hour premium.
- 14. Job Bidding Procedure**
1. Drivers who request their route **(job)** go up for bids because they wish to change:
 - The route request will be put up for bids.

- The driver who requests his/her route **be** bid originally, will **become** the sole bidder on the newly vacated route and will have the choice of taking it or retaining his/her original route.
 - 2. A route that is permanently vacated for any other reason:
 - The route will be put up for bids (**as** long as the Company agrees to continue **this** route).
 - The most senior bidder will be awarded the route.
 - The newly vacated route will be put up for bids and the most senior bidder will, again, be awarded the route.
 - The bidding will end here, with the most junior employee involved in the second bidding having the choice of either taking the route vacated or staying on **his/her** own **route**. If the **remaining** vacant **route** is **to** be continued it will be taken by the additional driver.
 - 3. A successful bidder must show that he/she can run the route effectively, within a reasonable period of time, or the route will again be put up for bids. The driver being taken **off** the **route** **will** be assigned to the one vacated by the successful bidder.
 - 4. A driver who has **succeeded** in successfully bidding on a **route** or has requested his/her route be put up for bids, **will** lose his/her bidding rights for one year.
 - 5. Bids will be **posted** for three working days. It **will** be the responsibility of the Union to inform drivers who **are** off because of sickness or lay-off and the Union Steward can enter this employee's name, if requested. Employees on vacation will be given an opportunity **to** bid on the route upon their return.
 - 6. If a driver is awarded a **route** and subsequently declines to take it, he/she will lose his/her bidding rights **for** one **year**.
 - 7. When **two (2) complete** routes fall within one **(1)** bid-on route (override) **the** driver whose regular bid-on route is affected will have the choice of the **two routes** **irrespective** of the calls or weight being evenly divided and provided a second driver is available within half **an** hour of the driver's starting time.
- 15. Routing System.** The routes now established by each driver will be the recognized route of **that** driver. Any changes of drivers **on** these routes will be done **on** the following **basis**:
- (a) A driver who wishes to change his/her route will put it up for bids. The bidding procedure used will be the one already agreed to between the Union and the Company.
 - (b) When two or more routes have to be combined because of **low** volume then the senior driver of the routes affected **will** have first choice of doing the combined **route(s)**. If **the** senior driver(s) is then absent for any reason or declines **the** route, then the most junior

driver involved must take the route. The provisions of Section e) will apply for senior drivers declining a combined route.

- (c) In the event that **an** out-of-town driver is absent for one day or more, then seniority among qualified city drivers shall be the governing factor in filling said vacancy.

An out-of-town driver whose route is not scheduled shall be classified as a city driver for **as** long as the said route is not scheduled.

- (d) The company will observe the following sequence when filling the vacated city route(s).
1. Laid-off qualified drivers in accordance with Clause 2 of Appendix "D".
 2. Plant back-up drivers subject **to** availability.
 3. Seasonal help drivers.
 4. Outside Driver Services.

- (e) In the event that a driver requests to come off his/her route on a temporary **basis**, e.g., one day, then he/she shall be only eligible for whatever route remains after Clause 15 has **been** applied to all other full-time drivers.

Any routes still vacant after this procedure has **been** completed shall be subject to the procedure **as** outlined in the last paragraph of section (d).

These procedures shall not apply for vacation coverage for out-of-town drivers. Vacation coverage for out-of-town drivers will be handled in accordance with the following procedure:

1. Drivers wishing **to make** themselves available for vacation coverage for out-of-town drivers will submit their names to the Driver Supervisor on or before April 15th annually.
2. The **three** senior drivers who submitted their names **as** above will be accepted **as** vacation relief **drivers** for out-of-town drivers for a **period** of one vacation year.
3. When the vacation schedule for the vacation year has been completed by the Driver Supervisor, the schedule will **be** shown to the **three** vacation relief drivers. In order of seniority, with the most senior of **the** vacation relief drivers selecting first, the vacation relief drivers will select vacation **periods** for out-of-town drivers for which they wish to fill in. **For** example, the most senior vacation relief driver must select one vacation period, the second most senior vacation relief driver must select one vacation period and the most junior vacation relief driver must select a vacation **period**. **This** sequence will be repeated until all **of** the vacation periods for out-of-town drivers have **ban** selected by vacation relief drivers. Vacation relief drivers must accept **the** vacation periods **as** chosen.

A vacation period is defined as any unit of consecutive working days of vacation taken.

4. Should it be necessary **to** change the vacation period for **an** out-of-town driver, the vacation relief driver who selected the original vacation period will be **expected** to take the new vacation period.

5. To fill any temporary vacancy or absence of one day or more on the afternoon shift, the Company will observe the following sequence until filling the above mutes:

1. Laid-off drivers in accordance with Clause 2 of Appendix "D",
2. Voluntary fill-in by the driver group.
3. Plant back-up drivers.
4. Seasonal help drivers.
5. Outside Driver Services.

6. (a) Each day the Company shall post a list of all slush runs for that day.
- (b) Drivers from the driver group whose established and recognized routes are not scheduled for that day may bid on the slush runs posted.
- (c) The slush runs shall be allocated on the basis of seniority from amongst the drivers who submit bids.
- (d) Upon completion of the foregoing procedures if any slush runs are still vacant, they shall be filled as follows:
- laid-off drivers in accordance with Clause 2 of Appendix "D"
 - city drivers
 - plant back-up drivers
 - seasonal help drivers
 - outside driver services

LETTER OF UNDERSTANDING

ARTICLE 19 • HEALTH AND WELFARE

Smoke-Free Facility

With the full support of the Union and the Negotiating Committee the Company will designate the total facility at 150 Bartor Road, Weston as a tobacco smoke-free facility. This will take place in conjunction with the proposed plant and office expansion due to be operational during the second quarter of 1988.

Within eight (8) weeks from the date of ratification the Company will complete its investigation of the possibility of providing an interim non-smoking lunchroom area for interested employees and present its findings to the Union and Committee.

LETTER OF UNDERSTANDING

The Company ~~recognizes~~ employee concerns regarding job **security**. The Company and the Union ~~understand~~ the importance of the Company's continued competitive position in the market place and its requirement for economic survival.

The Company prefers **to** have ~~work~~ done by its employees. However, it may be necessary **to** have work ~~performed~~ by outside ~~services~~.

The relevant **factors** which the Company will consider ~~before~~ using outside ~~services~~ include: adverse effect on employees (i.e. lay-off), availability of ~~required~~ **skills**, urgency of the **job**; cost and ~~economic~~ factors.

If work ~~performed~~ by outside ~~services~~ results in **lay-off** of any of **the** existing employees, the **Union** will have ~~recourse~~ **to** the grievance procedure.

LETTER OF UNDERSTANDING

Re: Weekend Overtime for Mechanics

1. The parties ~~agree~~ that when the plant ~~operates~~ on a Saturday and/or Sunday, the mechanics who normally work in each operating ~~area~~ will **work overtime** unless the ~~employees~~ **notify** the Company in advance that they have other commitments.
2. All weekend overtime will be **posted** on **the** maintenance **board**, normally by Thursday, by ~~means~~ of a log sheet onto which **the** mechanics will indicate **their** intent to **work**. Any ~~refusal~~ to work will be ~~considered~~ as **being** at work **for** overtime rotation purposes.
3. If the plant is ~~operating~~, the Company **will** allocate the **qualified** mechanics for the jobs to ~~be~~ done. **Other required maintenance** overtime **will** be done **on** a rotational basis by **qualified** mechanics.
4. The parties also ~~agree~~ that the Company will ~~keep~~ **posted** the overtime for all mechanics **and** a revision will be done on a **quarterly** basis. Any imbalance in overtime will be made up, subject to **business conditions**, over the next quarterly **period**.

LETTER OF UNDERSTANDING

Re: Technological Change

In the event the Company introduces technological change in the form of new equipment, the parties understand that the affected employees who are determined to be redundant as a result of technological change will be dealt with in accordance with Article 16 and 18 of the Collective Agreement.

Furthermore, the Company agrees to meet with the Union two weeks prior to the implementation of the new equipment in order to discuss issues relating to the displacement of employees.

LETTER OF UNDERSTANDING

Re: Establishment of New Occupations

The **Company and** Union during the 1992 collective agreement ~~renewal~~ process discussed the establishment of **two (2)** new occupations in the Maintenance Department:

1. maintenance apprentice
2. maintenance technologist

However, due ~~to~~ the ~~need to~~ further investigate **and finalize** the **actual requirements** of each occupation in accordance with ~~recognized~~ government ~~standards~~ including educational ~~pre-requisites~~, the parties agree to ~~defer~~ the discussions to a later date. The **Company** will notify the Union in advance of implementing each occupation and will discuss wage **rates and** other relevant issues.

LETTER OF UNDERSTANDING

e: Training and Education Fund

The Company agrees to contribute one cent (1¢) per hour to the United Food and Commercial Workers' Union Local 175 Training and Education Fund for all hours paid and worked by all bargaining unit employees effective January 15, 1993.

Effective January 15, 1995, the above contribution will be increased to a total of two cents (2¢) per hour.

MEMORANDUM OF AGREEMENT

Re: Hours of Work

The Company **has** informed the Union of its intent to integrate new products and production lines into the Shopsy's facility. In view of **this**, the parties recognize that the hours of work in Appendix "C" may not meet the Company's business requirements for the efficient scheduling of operations and manpower.

When the Company is contemplating a change to Appendix "C", the Company agrees to meet with the Union and Labour-Management Committee to discuss the **required** changes and the requirements of the business. Alternate schedules, considered to be more in keeping with the wishes of the employees, may be proposed by the Union. The parties agree that the above discussions **will** be held with the ultimate goal of improving the operation which in turn improve the welfare of **all** employees.

When the Company **is** contemplating a change to an existing employee's work schedule beyond the Company's right in Article 10.01, the Union will **give** serious consideration to the Company's proposal and where the parties **are** in agreement, the new schedule will become part of Appendix "**C**".

Where the Company **is** contemplating a schedule which is not listed in Appendix "C" for new jobs or additional jobs which did not exist **as** of the date of ratification, the Company **a p e s** to post all new or additional jobs in accordance with Article 17. The new schedule will be implemented on a three month trial basis. **Following** the trial period, the Company will again meet with the Union to discuss the new schedule. If the Company is satisfied that the new schedule meets its requirements, the new schedule will become part of Appendix "C". If during or at the conclusion of the trial period, the Company is not satisfied that the new schedule **meets** its needs, the Company will adjust the starting time as required and commence a new trial period. If the incumbent of the job does not want to move to the adjusted starting time, he/she will be allowed to return **to** his/her previous job.

It is understood that if the parties **are** unable to agree to any of the changes discussed above, the current provisions in Appendix "C" will remain in effect.

Agreed this **20th** day of July, 1994.

**FOR UNITED FOOD AND COMMERCIAL,
WORKERS INTERNATIONAL UNION,
LOCALS 175 AND 633**

Len Rothwell
~~Robert~~ Grave
Sandra Scali
~~Tom~~ Kennedy
Suat Meral
Teresa Suppa

**FOR SHOPSY'S FOODS.
A MEMBER OF MAPLE LEAF FOODS INC.,
150 BARTOR ROAD, WESTON, ONTARIO**

M. Parkinson
J. DeLuca
J.M. Hercus

MEMORANDUM OF AGREEMENT

Re: Lay-off Notice

As a result of **anticipated** changes at the Shopsy's plant, notwithstanding Article 16.07, it is agreed that during the term of this Agreement, any employee who is to be laid-off as a direct result of the discontinuance of the wiener, shipping and driver departments shall receive two (2) weeks' written notice ~~or two (2) weeks'~~ basic pay in lieu of such notice.

Agreed this 20th day of July, 1994.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCALS 175 AND 633**

Len Rothwell
Robert Grave
Sandra Scali
Tom Kennedy
Suat Meral
Teresa Suppa

**FOR SHOPSY'S FOODS,
A MEMBER OF MAPLE LEAF FOODS INC.,
150 BARTOR ROAD, WESTON, ONTARIO**

M. Parkinson
J. DeLuca
J.M. Hercus

MEMORANDUM OF AGREEMENT

Re: Allowable Break

As a result of anticipated changes at the Shopsy's plant, notwithstanding Article 16.09(c), it is agreed that during the term of this Agreement, any employee who is laid off as a direct result of the discontinuance of the wiener, shipping and driver departments shall lose his/her seniority when he/she has been laid off continuously for a period of more than eighteen (18) months.

Agreed this 20th day of July, 1994.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCALS 175 AND 633**

Len Rothwell
Robert Grave
Sandra Scali
Tom Kennedy
Suat Meral
Teresa Suppa

**FOR SHOPSY'S FOODS,
A MEMBER OF MAPLE LEAF FOODS INC.,
150 BARTOR ROAD, WESTON, ONTARIO**

M. Parkinson
J. DeLuca
J.M. Hercus

MEMORANDUM OF AGREEMENT

Re: Treatment of Senior Displaced Employees

As a result of anticipated changes at Shopsy's, notwithstanding Articles **17** and **18**, it is agreed that during the term of this Agreement any employee displaced as a result of his/her job being permanently discontinued will be treated as follows:

1. The above employee will be placed on a job vacancy in the plant provided that he/she can perform the required work.
2. If a vacancy does not exist the employee will displace the junior employee in the plant provided he/she can perform the required work. Those employees placed on the junior employees' job as a result of the closing of the wiener, shipping and driver departments, will receive preferential treatment for future job openings which are posted in accordance with Article **17.03**. The senior employee above who applies for a posting will receive consideration for the job ahead of an employee who also applies and who has more seniority but was not displaced due to the closing of the wiener, shipping and driver departments.
3. If lay-offs become necessary, an employee who is displaced due to the closing may elect lay-off at the time of his/her job being discontinued, rather than being staff reduced to the junior job in the plant, but will waive his/her rights to lay-off notice. The above laid-off employee may decline recall as long as a junior employee is available who can perform the required work.
4. New jobs or additional jobs (under paragraph **2**) will be posted for a period of 6 working days.

Agreed this 20th day of July, **1994**.

**FOR UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCALS 175 AND 633**

Len Rothwell
Robert Grave
Sandra Scali
Tom Kennedy
Suat Meral
Teresa Suppa

**FOR SHOPSY'S FOODS,
A MEMBER OF MAPLE LEAP FOODS INC.,
150 BARTOR ROAD, WESTON, ONTARIO**

M. Parkinson
J. DeLuca
J.M. Hercus

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