

COLLECTIVE AGREEMENT

BETWEEN

Maple Leaf **Consumer Foods – Lethbridge Pork**
Lethbridge, Alberta

AND

United Food and Commercial
Workers International Union,
Local 401

Renewal: March 31st, 2009

TABLE OF CONTENTS

Article 1 - Purpose	1
Article 2 - Bargaining unit	2
Article 3 - Management	4
Article 4 - Grievance Procedure	4
Article 5 - Arbitration	9
Article 6 - Union Security	11
Article 7 - Check-off	11
Article 8 - Hours of Work and Overtime	13
Article 9 - 37 Hours Pay Guarantee	18
Article 10 - Seniority	21
Article 11 - Transfers	24
Article 12 - Promotion and Job Posting.....	26
Article 13 - Leave of Absence	29
Article 14 - Lay-off and Rehire.....	33
Article 15 - Vacations.....	35
Article 16 - General.....	39
Article 17 - Severance Pay.....	42
Article 18 - Wages	47
Article 19 - Benefit Plans	56
Article 20 - Methods and Improvements	60
Article 21 - Duration of Agreement.....	62
Schedule "A" - Application of Rates	63
Schedule "B" - Paid Holidays	67

Letters of Understanding **71-75**

THIS AGREEMENT BETWEEN:

Maple Leaf Fresh Foods
Lethbridge, Alberta
(hereinafter called “the Company”)

AND

United Food and Commercial Workers Canada, Local
401, Lethbridge, Alberta
(hereinafter called “the Union”)

Recognition

The Company recognizes the Union as the exclusive bargaining agency. The Company will not bargain collectively with any other labour organization affecting employees in the bargaining unit.

Article 1 - Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees, consistent with its Leadership Values; to provide an amicable method of settling any grievances or differences which might possibly arise; to promote the mutual interests of the Employer and the employees. The Company and the employees jointly recognize the continuing need for maintaining efficient production in the packinghouse industry at all times and the necessity of rendering efficient service to the producers and consumers and realizing their mutual responsibility pledge full cooperation to that end.

Article 2 - Bargaining Unit

2.1 The bargaining unit is comprised of all the employees on the plant payroll, as distinguished from the office payroll, with the exception of:

- (a) Watchmen
- (b) Assistant forepersons and those above the rank of assistant foreperson
- (c) Employees represented by any certified bargaining agent other than the Union

2.2 It is generally the practice of the Company to have work within the plant performed by employees of the Company. However, because of reasons such as the availability of skilled employees, complexity of the work, the cost of equipment required to do the work in relation to its use, the scope of the work, the duration and frequency of the work, the cost to have the work performed by employees as compared to other alternatives, it may become necessary to have the work within the plant performed by outside contractors.

Where outside contractors perform work within the plant and such work represents a material change in practice creating an adverse effect on present employees of a group affected by such material change in practice, the matter may be processed as a grievance under Article 4 of this Agreement. Should the grievance be referred to an Arbitration Board as provided under Article 5, the Arbitration Board will consider the reasons mentioned in the first paragraph of this article in its determination of the use by the Company of such outside contractors and where the Arbitration Board determines that the use of such outside contractors does create such an adverse

effect, the Company will, within a reasonable period, either discontinue the work or have it performed by employees.

The foregoing shall not apply to the cafeteria and to construction and installation work.

The Company may introduce work utilizing Company employees on a trial or test basis. If the result of such an experiment indicates that, for reasons set out in the first paragraph of this article, the work should be transferred to an outside contractor, this shall not be construed as being a change in general practice.

2.3 The Company agrees that forepersons and those above the rank of foreperson and, unless otherwise mutually agreed, an assistant foreperson, appointed to a newly created assistant foreperson position on or after October 28th, 1966, shall not assume duties that are normally performed by employees except where such duties are limited to occasional work, negligible in amount, but such foreperson or assistant foreperson shall in no way be restricted from work which:

- (a) Is of a confidential clerical nature;
- (b) Is for the purpose of instruction, experimentation, demonstration, investigation, and replacement of an employee absent from his/her job during the day, sharpening knives or coping with an emergency. An emergency as herein contained shall not be construed as including work resulting from additional volume;
- (c) Is to overcome production difficulties caused by the absence of an employee. In such cases, the Company will advise the Union as to the absence of

the employee and will obtain a suitable replacement within one-half (1/2) day.

Article 3 - Management

The Union recognizes the sole right of the Company to manage the plant and direct the work of the employees including the right to hire, promote, demote, suspend, discharge for cause, lay-off, assign to jobs and shifts, transfer employees from department to department, increase or decrease the working forces, determine the products to be handled, processed or manufactured, the schedule of production and the methods, processes and means of production and the handling of same. The Company shall not discriminate against present and prospective employees whether or not they are members of the Union. This Article shall not be used for the purpose of avoiding the effect of the other provisions of this Agreement.

Article 4 - Grievance Procedure

4.1 Should any difference arise under this Agreement between the Company and the employee members of the Union, it shall be settled by the following method, each step to be taken progressively without delay unless the difference has been settled in an earlier step. All employees are encouraged to talk directly with his/her foreperson in attempt to resolve any potential issue.

First Step

The employee and the Steward of the department shall take the question up with his/her foreperson. In respect to any settlement effected by the employee without the Steward, the Steward may re-open the question by discussing same with the employee and the foreperson.

Grievances may be submitted in writing if either party considers it necessary. If the question is not settled by the end of the next work day; then

Second Step

The Chief Steward, or his/her designated representative, both of whom shall be employees of the Company and members of the bargaining unit as defined under Article 2, with or without the Steward of the department, shall present the question in writing to the Plant Superintendent, or in his/her absence, the Company's designated representative. If the question is not settled by the end of the next two (2) working days; then

Third Step

Within five (5) working days, the question shall be presented in writing to the Plant Management by the Grievance Committee of the Union which may be accompanied by a full-time staff member of the Union (not necessarily an employee), a decision to be rendered within five (5) working days of the date of discussion.

The wording of grievances may be changed or amended for the purpose of clarification at any time up to and including the third step of the grievance procedure.

Fourth Step

If the difference remains unresolved, then within one (1) calendar month of the date of the decision under the third step of the grievance procedure, and the grievance remaining outstanding, measures shall be taken under the procedure outlined in Article 5.

For the purpose of this article, the term “working days” shall not include Saturday, Sunday or any paid holiday referred to in Schedule “B”.

- 4.2 The Grievance Committee, comprised of regular employees of the Company who have attained seniority, shall be elected by the Union and the Company shall be kept informed of the employees on that committee. The number of employees on the Grievance Committee at the plant shall not exceed three (3).
- 4.3 It is understood and agreed that the time limits set out in Article 4 may be extended as agreed between the parties provided that such agreement is in writing and signed by both parties.
- 4.4 The employee may be present if he/she so desires in any of the steps outlined in Article 4.1. Where the grievor is on a shift differing from that in which the grievance meeting is held, he/she will be paid, along with the Grievance Committee, at his/her regular job rate for time spent with Plant Management at such grievance meeting. The Company will make every reasonable attempt to hold grievance meetings during regular working hours.
- 4.5 When a decision is reached under any one of the methods outlined in Article 4.1, such decision shall be final and binding and shall be retroactive to the date of the original submission in writing unless otherwise directed in such decision. If the grievance affects a rate of pay it shall be retroactive to the date it was first submitted in writing or if the cause of such grievance arose prior thereto, then the adjustment will be made retroactively to the date the error was made or such other period as may be agreed upon.
- 4.6 Except as provided under the first paragraph of Article 10.1, if an employee deems he/she has been unjustly

suspended, unjustly discharged or unjustly laid off from the service of the Company, he/she shall submit his/her difference in writing through the Grievance Committee of the Union, within five (5) working days after date of separation, and the difference will be considered commencing at the second step of Article 4.1. In the event of such employee being reinstated, he/she shall be paid for the period during which he/she has not worked as if he/she had not been suspended, discharged or laid off, subject to such adjustment as the settlement may determine.

- 4.7 Should any difference arise between the Company and the Union as to the meaning and application of the provisions of the Agreement, the question shall be taken up commencing at the third step of Article 4.1.
- 4.8 Pending settlement of a difference as outlined in Article 1 and 7 hereof, an aggrieved employee shall perform the duties assigned to him/her by the person in charge of the department, provided, however, where such duties involve a transfer, reasonable consideration shall be given to ability and in the case of an immediate transfer, extreme changes in temperature. Where an employee has a question concerning his/her transfer and the department Steward is not available for consultation, he/she will register the question with the foreperson. The foreperson will arrange to have the department Steward discuss the matter with the employee within one (1) hour of such transfer.
- 4.9 Shop Stewards and assistant Shop Stewards, all of whom shall be regular employees of the Company who have attained seniority, the number to be decided by negotiation between the Union and the Company, shall be elected by the Union and recognized by the Company. A list of all such Stewards stating the department or groups

each represents shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in this list. The Assistant Shop Steward will act only when the Shop Steward is absent from the plant.

4.10 Before a Steward, or an Executive Officer, (or a member of the Grievance Committee in case the grievance has reached the third step) leaves his/her job or his/her department, he/she shall first notify the person in charge of that department of the difference he/she wishes to investigate or process and shall then, within one (1) hour, be granted permission to leave. Should the Steward or Executive Officer of the Union go into any department, he/she shall first report to the person in charge of that department, provided that he/she is available, giving the difference he/she wishes to investigate or process.

4.11 If an employee is being interviewed privately by his/her foreperson about a matter that knowingly could result in his/her discipline, he/she may, if he/she desires, request that his/her department Steward be present as a witness. If such interview is conducted by the Superintendent, or in his/her absence the Company's designated representative, the employee may request the presence of the Chief Steward, or his/her designated representative, or the Assistant Chief Steward, or his/her department Steward as a witness. If the employee in question is the department Steward, then he/she may request the presence of the Chief Steward or the Unit Chairperson of the Local Union as the witness.

If an employee is discharged, suspended or issued a written reprimand, the Company shall notify the Union in writing within two (2) working days stating the reason for such discharge, suspension or reprimand.

4.12 No Cessation of Work

There shall be no strikes or lockouts during the term of this Agreement and thereafter while negotiations are under way for a renewal or extension thereof, and the Union and its members shall not during the aforementioned period authorize, call, encourage, support or take part in any strike, walkout, stoppage, slowing down or other cessation of work in or on the Company's plant or property which shall in any way affect the operations of the Company.

The Union agrees that no strike vote of the members of the Local Union will be taken during the term of this Agreement.

The Union agrees that no strike vote of the members will be taken during the course of negotiations with the Company for renewal or extension of the Agreement until an attempt has been made in good faith to settle any differences arising in such negotiations by conciliation or some other form of mediation.

- 4.13 Employees who have developed a disciplinary record may have that record removed providing they are able to maintain a discipline free performance period of two (2) years from their last disciplinary infraction. During this two (2) year period, the employee must have an eighty (80%) percent attendance record in each of the years to qualify for amnesty.

Article 5 - Arbitration

- 5.1 Any disagreement, grievance or dispute arising under this Agreement which is not settled to the satisfaction of either the Union or the Company under the provisions of Article

- 4 shall, upon the written notice of either party, be submitted to a single Arbitrator, provided the grievance involves the interpretation or alleged violation of any provision of this Agreement. No later than one (1) calendar week from the date of written notice of its intent to arbitrate the grievance, each party will nominate their choice for a single Arbitrator. In the event that the Company and the Union fail to agree on the selection of a single Arbitrator, the Arbitrator shall be appointed as provided by the Alberta Labour Act.
- 5.2 Where appropriate, the parties may mutually agree to an Arbitration Board consisting of three (3) members, one nominated by each party, and a Chairperson to be selected by the two (2) nominees.
- 5.3 The matters and things to be considered and the decision rendered by the Arbitrator shall be governed by the provisions of this Agreement.
- 5.4 It is agreed that neither the Company nor the Union will prevent the other party from referring a difference to arbitration to determine if the difference is arbitrable. A question of arbitrability need not be raised during the grievance procedure. If the Arbitrator determines the grievance is arbitrable, the same Arbitrator shall then consider the grievance itself.
- 5.5 The decision of the single Arbitrator shall be final and binding on the parties hereto.
- 5.6 The fees and expenses of the Arbitrator shall be divided equally between the Company and the Union.

Article 6 - Union Security

- 6.1 Any employee who on the date hereof was a member of the Union in good standing or who becomes a member after that date shall maintain such membership as a condition of employment.
- 6.2 A new employee shall become a member of the Union within thirty (30) calendar days following his/her date of hire. The Company agrees to obtain applications for membership in the Union at time of hire from such employees and membership in the Union will be granted within thirty (30) calendar days.
- 6.3 Employee Union members shall be considered to have maintained membership in the Union in good standing so long as they pay the regular Union dues, initiation fees and special assessments uniformly required of all members of the local Union.
- 6.4 No employee shall be subjected to any penalties against his/her application for membership or for reinstatement as a member of the Union, nor shall any discrimination of any kind whatever be practiced or permitted with respect to employees who are or who become members of the Union.

Article 7 - Check-Off

- 7.1 The Company agrees to deduct the monthly Union dues from each employee's pay on his/her first pay day in each calendar month during the term of this Agreement and in the case of a newly hired employee, on the first pay day in the same month the employee was hired.

- (a) Twice the regular monthly Union dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the check-off immediately preceding.
- (b) The Union may convert the monthly Union dues referred to in this section to weekly Union dues by:
 - (i) Advising the Management at least sixty (60) days prior to the commencement of the weekly check-off, which must commence on the first day of any week, and;
 - (ii) In writing confirming the amount of the weekly dues.

7.2 Upon receipt of written authorization signed by the employee, the Company will deduct the initiation fee from the pay of employees joining the Union and such deduction will be made from the employee's pay in the payroll week next following the week in which such authorization form is received by the Company.

7.3 The Company will deduct a special assessment uniformly required of all members of the Union and such deduction shall be made from the employee's pay commencing on his/her first pay day next following the date on which notice of such authorization is received from the Union.

7.4 The Union shall advise the Company in writing of the amount of the initiation fee, dues and assessments authorized by the employees in keeping with the Constitution and By-Laws of the Union.

7.5 The Company will transmit the total amount so deducted from all such employees, complete with an alphabetical listing of those employees who had Union dues deducted,

to the Financial Secretary of the Union on or before the fifth (5th) day of the following calendar month. In addition, the weekly and monthly statements will be included.

Article 8 - Hours Of Work And Overtime

- 8.1 For the purpose of calculating if overtime is payable, the Company shall set out in Schedule "C" the hours of work, which may vary from department to department and between employees within a department. The hours set out in Schedule "C" shall total not more than eight (8) in any day or forty (40) for any payroll week, unless otherwise mutually agreed.

The Company and the Union may from time to time enter into an agreement to modify the hours of work outlined in this Article so long as those employees affected agree to the modified hours of work.

At the commencement of each year, but in any event no later than January 15th, the Company will provide the Union with copies of all current Schedules "C". Further, any Schedule "C" revised as provided under Article 2, immediately following, will also be provided to the Union.

- 8.2 Schedule "C" may be changed from time to time as required to meet the needs of the business, but such changes shall not be made effective until seven (7) days notice has been given in the case of a gang, or twenty-four (24) hours notice in the case of individual employees. When an individual employee is required, before the expiry of the said twenty-four (24) hours notice, to work before or after his/her scheduled hours, he/she shall receive overtime for such work. Similarly in the case of a gang, when an employee is required, before the expiry of the said seven (7) days notice, to work before or after

his/her scheduled hours, he/she shall receive overtime for such work. Provided however, when the only change is that the starting time is set back by the Company to a later hour, such change shall not be regarded as a change in the scheduled hours under the provisions of this article but overtime shall commence after the normal end of the shift. Changes contemplated in a gang schedule will be discussed with the Union before they are made and, where feasible, contemplated changes in the schedule for any individual will also be discussed.

- 8.3 The Company and the Union recognize that it may be necessary for employees to work in excess of their regular number of hours due to fluctuating livestock receipts and variable volume but the Company will limit the hours of work beyond such regular number of hours to what is reasonable.

Should overtime be required, the Company shall, whenever practicable, notify the Steward of the department where the overtime is required. Overtime will rotate on the basis of the senior qualified employee, or employees, within the department being provided the first opportunity to work the overtime through to the junior qualified employee, or employees, within the department. When the rotation is complete, another rotation will commence and continue on such basis. If a qualified employee is inadvertently missed in the rotation, he/she shall be given the first opportunity to work the next time overtime work is required. When overtime is required on non-scheduled days or shifts, the Company will discuss the call-ins, where practicable, with the department Steward.

Consideration will be give to individual circumstances which may make it difficult for an employee to work the required overtime.

In order to ensure that overtime is managed in a cooperative and consistent manner, the following process will be followed;

- **Necessary overtime will be posted as early as possible within the given day, and no later than Lunch. Employees who will not be available for overtime that has been posted by Lunch, will be responsible to inform their Supervisor in person that they are not going to work.**
- **On days when the necessary overtime has not been posted by Lunch, those employees who are needed to stay will be asked individually by their Supervisor if they will be available. Each such employee will only be asked once. Employees who decline will be expected to provide a reason. Based on the stated reason, if the Supervisor can accommodate the Employee's restrictions on overtime, the Supervisor will endeavour to do so. If not, then the Supervisor will move on to the next Employee.**
- **In the event that there are not enough available employees to complete the necessary overtime, the Supervisor will have to re-canvas the junior qualified person for positions needed in the presence of a Steward.**

8.4 Continuous shift operators, such as firemen and engineers, may be required to work forty-four (44) hours in a payroll week, but shall receive overtime rates for the hours worked in excess of forty (40), but overtime shall not apply where work shifts of varying lengths do not average more than forty (40) hours.

8.5 For all hours worked in excess of the number of hours set out in Schedule "C", an employee, other than a continuous

shift operator, shall be paid overtime at one and one half (1½ X) times his/her regular rate or temporary rate whichever is being paid when overtime commences. For all hours worked in excess of thirteen (13) continuous hours, twice (2X) such rate shall replace one and one half (1½ X). After thirteen (13) hours of continuous work, a second meal will be furnished by the Company, to be eaten on Company time, not to exceed twenty (20) minutes.

8.6 An employee, who has left the Company's premises, specially called outside his/her scheduled hours for emergency work shall be through when the emergency is over. For such emergency work, being that outside of scheduled hours, he/she shall be paid four (4) hours at his/her job rate or for the hours actually worked at the overtime rate, whichever is the greater.

8.7 An employee who works more than one and one half (1½) hours overtime after the end of his/her regular shift will be furnished a meal by the Company, to be eaten on Company time, not to exceed twenty (20) minutes.

Employees other than those who eat their meal on the job, if required to work in excess of five (5) hours on non-scheduled days, (not to include Paid Holidays falling on scheduled workdays), will be provided with a meal, but will not be entitled to pay for the meal period.

When a meal is not furnished by the Company, a meal allowance of five (\$5.00) dollars will be paid in lieu.

8.8 Sunday Work

Double (2X) the regular hourly rate shall be paid to employees for work performed on Sunday except where the work regularly falls on Sunday, in which latter case the employee shall be paid double the regular hourly rate if

he/she works on his/her day off in lieu of Sunday. In the case of employees starting a night shift prior to midnight Sunday, the hours worked before midnight will not be considered as Sunday work as these hours are part of their Monday shift.

Where an employee's scheduled days off do not include an actual Sunday, then the second day off shall be deemed to be his/her Sunday.

8.9 Employees, when called for work, shall be guaranteed four (4) hours pay for that day at the regular hourly rate. Employees who leave of their own accord when work is available will not receive this guaranteed minimum four (4) hours pay. Where less than four (4) hours work is regularly scheduled, such scheduled hours shall constitute the guarantee.

8.10 An employee shall not be required to work more than five (5) hours after the scheduled starting time without a lunch period, or more than two and one half (2 ½) hours after the scheduled starting time without a fifteen (15) minute rest period, nor more than two and one half (2 ½) hours after a lunch period without such rest period. An employee who works more than five (5) hours after the lunch period will be granted a further fifteen (15) minute rest period except where the Company furnishes a meal as provided under Article 8.7.

(i) The Union agrees that except in cases of personal necessity, employees shall not ask for additional time off during the working day;

(ii) The Union agrees that rest periods must not be abused;

(iii) When a transfer occurs during working hours that necessitates a change of work clothing, employees

will not be expected to utilize their fifteen (15) minute rest period in the forenoon or afternoon.

These provisions shall not be applicable in cases of emergency nor to continuous shift operators such as Firemen or Engineers.

- 8.11 During a mechanical breakdown, time shall continue to accumulate to an employee transferred temporarily to other work or instructed by his/her foreperson to wait on the premises of the Company.
- 8.12 The payment of overtime, holiday or Sunday rates in this Article 8 shall not be construed to require duplication of overtime, holiday or Sunday pay involving the same hours of work. More particularly, it is understood that no unforeseen or unexpected costs, above and beyond the actual premium rate provided for herein because of conflicting provisions elsewhere in the Collective Agreement will be incurred to the Company.

Article 9 - 37 Hours Pay Guarantee

9.1 Based upon the present prevailing hours of work, as outlined in Article 8 hereof, if a regular employee's weekly earnings, excluding overtime and night premium, do not amount to the equivalent of thirty-seven (37) hours pay at his/her job rate, hereinafter called the "guaranteed payment", the Company shall make up the difference subject to the following provisions:

- (a) The provisions of Article 9 shall not apply to:
 - (i) Employees hired on a casual basis for such work as snow shovellers, wreckers, and;

- (ii) Employees discharged for cause, suspended, or voluntarily leaving the service of the Company.
- (b) Overtime payments made to an employee under Article 8.2 shall not be deemed to be “overtime” for the purposes of Article 9.1.
- (c) The guaranteed payment shall be reduced one quarter ($\frac{1}{4}$) hour for each quarter hour or fraction thereof that an employee is absent from work during scheduled working hours.
- (d) For purposes of the thirty-seven (37) hours pay guarantee, if an employee does not perform the work assigned to him/her, the guaranteed payment for the payroll week in which such absence occurs shall be reduced by the number of hours he/she missed.
- (e) An employee who is employed after the first of the payroll week shall be guaranteed, for such week, that fraction of the guaranteed payment which the normal hours remaining of the payroll week are of forty (40) hours.
- (f) Employees on lay-off notice shall be entitled to their guaranteed payment for the week in which notice is given and should the notice extend into a subsequent week, then the guaranteed payment for such week shall be that fraction of thirty-seven (37) hours pay which the normal hours for those days of the notice occurring in such week are of forty (40).
- (g) Where the observance of a holiday other than any of the stipulated Paid Holidays, leaves less than thirty-seven (37) scheduled hours in the payroll week, the guaranteed payment shall be the number of scheduled hours available for work.

- (h) If only part of the employees in any gang receiving guarantee pay can be used on other work, they shall be entitled to any guarantee pay due their gang, plus whatever they earn on the other work, provided they have been present each work day and worked all hours as ordered.

Notwithstanding all of the provisions of Article 9.1 set out above, the Company may reduce an employee's "guaranteed payment" from thirty-seven (37) hours pay at his/her job rate to thirty-two (32) hours pay at his/her job rate in a maximum of ten (10) weeks in a calendar year provided that the Company informs the Union by Friday of its intent to reduce the guarantee in the following week.

- 9.2 Notwithstanding Article 9.1, the Company may employ part-time employees for twenty-four (24) hours or less in a payroll week provided that the Union is notified when a part-time employee is initially hired. The weekly limit will not apply to part-time employees who are students.

Part-time employees will accrue seniority only within the part-time group. Seniority will apply within the part-time group for the purpose of scheduling, subject to ability, to a maximum of twenty-four (24) hours (other than part-time employees who are students) in a payroll week.

In the event of a lay-off of full-time employees with seniority, no full-time employee with seniority will be laid off until all part-time employees have been laid off provided that full-time employees with seniority being laid off are willing and have the necessary qualifications to perform the required work of laid off part-time employees.

All part-time employees will be paid **the Level 1 Start Rate** per hour and will be granted and paid for General

Holidays and vacations in accordance with the provisions of the Alberta Employment Standards Code and not Schedule "B" and Article 15 of the Agreement.

Part-time employees will not be entitled to any benefits or pension coverage under the Agreement.

- 9.3 Subject to other provisions of Article 9, in a payroll week containing a recognized Paid Holiday or holidays, the "guaranteed payment" shall be the employee's job rate multiplied by hours as follows:

Hours set out in Schedule "C" less three (3) hours for days apart from recognized Paid Holidays plus eight (8) hours for each such holiday in that week.

Article 10 - Seniority

- 10.1 Seniority is defined as the length of an employee's service with the Company determined by inclusion on the plant payroll, referred to herein as "plant work", provided however, that an employee will be on probation and not subject to the seniority provisions contained herein, until he/she has completed sixty-five (65) scheduled days of employment, on plant work, within a consecutive nine (9) month period and has received pay for each such day at least equal to the minimum provided under Article 8.9. Until a probationary employee has acquired seniority, he/she may be separated from the Company's employ at any time without reference to the grievance procedure and the Company shall be under no obligation to rehire. Upon completion of such probationary period, the employee's name will be placed on the seniority list. An employee's service shall be calculated as the elapsed time from the date he/she was first employed on plant work, unless his/her seniority was broken, in which event the

calculation shall be from the date he/she returned to plant work following the last break in seniority, subject to the following:

- (a) An employee returning to plant work from another part of the Company's service will be credited with his/her previous service in plant work, notwithstanding any of the provisions of the Article relating to seniority.
- (b) On April 1st each year, the Company will issue a seniority list showing those persons who have attained seniority. The list shall be posted in conspicuous places throughout the plant, and a copy delivered to the Chief Steward, Stewards and three (3) local officers at the plant, with a supplementary correction list each three (3) months thereafter. When an employee completes the probationary period and attains seniority, as defined under Article 10.1 the Union will be advised by the end of the payroll week next following.

10.2 The seniority of an employee shall be considered broken, all rights forfeited and there is no obligation to rehire when he/she:

- (a) Voluntarily leaves the service of the Company or is discharged for cause;
or
- (b) Fails to return to work when called or cannot be located after a reasonable effort on the part of the Company. A registered letter directed to his/her last known address, with a copy to the Union, shall constitute reasonable effort on the part of the Company. The employee shall, within five (5) working days (if the address is in Lethbridge) or

seven (7) days (if the address is outside Lethbridge) of the date of such notice, notify the Company with respect thereto and in such event, the employee shall return to work within a reasonable time to be determined by the Company and the Union.

(This clause shall not apply to work of a temporary nature of less than ten (10) days duration.)

- (a) In cases where it is necessary to secure workers in less time than the required notice, the Company, if unable to make contact with the senior eligible employee, may recall the next senior employee, and so on down the list, until the vacancies are filled. However, should the senior employee subsequently report within the required time, he/she shall be given the work for which the next senior employee was recalled;

or

- (b) Has been on lay-off for a period longer than the time allowed in the following schedule:

<u>Length of Seniority At Date of Lay-off</u>	<u>Length of Allowable Time Off Company Payroll</u>
Less than two (2) years	Equivalent to length of seniority at date

- 10.3 If an employee is absent from work because of accident or sickness, he/she shall accumulate seniority while off work, up to the time limits set out under Article 10.2 (c), except that an employee with two (2) or more years service shall accumulate seniority for a period equivalent to his/her length of service up to a maximum of four (4) years and

shall be returned to the job previously held or to a job carrying a rate equal to that previously held, subject to seniority, providing that he/she can perform the required work satisfactorily. If the employee would not otherwise have retained his/her previous job and is not placed on a job carrying an equal rate of pay, he/she shall, subject to seniority, be placed on a job that he/she can satisfactorily perform. Application for reinstatement after the expiry of the allowable period shall be considered on its merits. Prior to the expiry of the allowable period, the parties will meet to review options for accommodating the employee with existing work.

- 10.4 It will be the responsibility of each employee to keep the Company and the Union advised at all times of his/her current address and telephone number, either temporary or permanent.
- 10.5 When more than one (1) employee is hired on the same day, their seniority order will be determined according to the alphabetical order of their surname.

Article 11 - Transfers

11.1 Permanent Transfer

When an employee has been transferred out of a department, he/she may within thirty (30) days prior to the expiration of four (4) months from date of transfer, signify in writing to the Superintendent that he/she wishes to return to the original department. When a vacancy occurs in the original department, the senior employee who has signified his/her wish will be returned.

11.2 Temporary Transfer

When a temporary transfer is made from one department to another or to an off shift from within the same department, the Company will transfer the employee with the least seniority, always having regard to the requirements of the business and the ability of the employee to do the required work satisfactorily.

Where an employee is permanently transferred to another department and is consistently thereafter returned temporarily to perform the job in his/her previous department because of his/her qualifications to perform the work, he/she may express his/her dissatisfaction with such transfers and the Company will, subject to seniority, make a reasonable effort to obtain a replacement who can satisfactorily perform the work or train another employee who possesses suitable qualifications and can qualify within a reasonable period for such temporary transfer.

- 11.3 Written applications submitted to the Superintendent, on the appropriate form, a copy of which shall go to the Union, will be accepted from employees with six (6) months seniority, who are regularly employed on the night shift, indicating their desire to transfer to work on the day shift, or from employees regularly employed on the day shift, indicating their desire to transfer to work on the night shift, so that employees applying can be considered along with other senior employees who have suitable qualifications. When a suitable opening arises, consideration of transfer will be based on seniority for applications that have been on file for one (1) month or more, always having regard to the ability of the employee to perform the available work and the requirements of the Company to conduct its operations in an efficient and orderly manner.

- 11.4 When there are shift changes in the plant, senior employees shall be given preference having regard to the ability of the employee to perform the available work.
- 11.5 When there are temporary departmental transfers made to higher classifications, the most senior, available, qualified employee will be transferred. In the event of extenuating circumstances, the Company will not be expected to apply the above process.

Article 12 - Promotion And Job Posting

- 12.1 Promotion within the bargaining unit shall be based on ability, merit and seniority. Ability and merit being sufficient, seniority shall prevail. Employees accepting promotions will be allowed a reasonable time in which to qualify. The Company agrees that employees accepting promotions shall be moved to their new position thirty (30) working days after accepting the promotion.
- (a) Vacancies within the bargaining unit shall be filled within the department by step by step promotion.
- (b) When a vacancy within the bargaining unit cannot be satisfactorily filled from within the department, the Company will post the vacancy of those jobs having a value of Class 2 or higher unless otherwise agreed. In addition, the Company agrees to post preferred vacancies, referred to in Article 12.1 (d). Those applying within six (6) working days from the date of posting along with those with applications on file as provided under 12.1 (c) below will receive consideration on the basis of seniority, provided the employees possess suitable qualifications for the jobs and can qualify within a reasonable period. Employees selected to fill such jobs temporarily shall

receive equal consideration with such applicants. The accepted applicant shall be assigned to the vacancy on a trial basis until he/she has demonstrated that he/she can qualify.

- (c) An employee with seniority who wishes to transfer to another department may submit a written application to the Plant Superintendent. When a vacancy occurs in that department which cannot be filled in accordance with 12.1 (a) above, consideration on the basis of seniority will be given to employees with applications on file provided the employees applying possess the necessary qualification for the vacancy and can qualify within a reasonable period of time, and further provided they have not been transferred under the provisions of this article within the previous twelve (12) month period. Such transfers will be affected as quickly as a suitable replacement can be obtained.

Employees who do not accept a transfer, when an opening has occurred in the department they have indicated on their application, shall not be eligible to apply for another transfer until twelve (12) months has elapsed.

- (d) Preferred vacancies referred to in 12.1 (b) will be determined by agreement between Management and the Union.
- (e) Employees who have not yet obtained seniority, and employees working in the Sanitation Department for less than nine (9) months, may apply for a transfer. Such transfers will be at the sole discretion of the Company.

- (f) Employees new to Maple Leaf Foods hired for Sanitation will not be eligible to apply for classification postings until they have worked nine (9) months in the Sanitation Department.

Any employee who has been granted a promotion under Article 12.1 will be precluded from making application for another position posted under this provision for a period of twelve (12) months from the date he/she was awarded the position unless it is for a higher classification.

Level 1 and Level 2 Classification jobs will not be posted.

- (g) It is agreed that jobs will be posted within five (5) working days from the day it is confirmed vacant. The Company will post all such vacancies as well as a list of successful candidates when confirmed.

12.2 Notwithstanding the foregoing provisions of Article 12 and of Article 11, two (2) lists of jobs shall be created, through consultation between Management and the Union and will be designated as jobs which are not to be filled in accordance with the provisions of Articles 11 and 12. If such persons are available, such jobs will be filled as follows:

- (a) The first list. Jobs will be filled by employees who can perform them satisfactorily and who are unable to perform their regular duties.
- (b) The second list. Jobs will be filled by employees who can perform them satisfactorily and who are temporarily unable to perform their regular duties due to a temporary disability. An employee

accommodated under this provision will return to his/her regular job when physically able.

The lists of such jobs may be altered from time to time by agreement between the Company and the Union.

- 12.3 The provisions of Article 12.1, shall not apply in the appointment of group leaders as defined under Schedule "A", Section 8.
- 12.4 The Company will continue with its current practice of job rotation.
- 12.5 The word qualified throughout this Agreement shall mean to be able to perform the job within an uninterrupted six (6) week period without instruction or assistance. If the six (6) week period is interrupted and the employee has demonstrated progress in learning and performing the job, the employee will be given additional time to qualify for the position as determined by the Company.

Article 13 - Leave Of Absence

- 13.1 Leave of absence may be granted to an employee who provides written request:
 - (a) At least one (1) week in advance of the date leave is to commence when leave is requested as a result of the employee's appointment or election to a full-time Union position.
 - (b) At least two (2) weeks in advance of the date leave is to commence when leave is requested as a result of the employee's election to a full-time position to a School Board, Civic Council, Federal Parliament,

Provincial Legislature, the Alberta Federation of Labour or the Canadian Labour Congress, with the proviso that the total number of employees applying for leave under Article 13.1 shall not exceed two (2) at any one time.

Employees requesting leave shall advise the Company of the length of such leave at the time of application for leave. In the event that additional leave is required, it shall be again requested in writing indicating the commencement and termination of such leave.

In the event that the employee wishes to return to the employment of the Company, the employee shall notify the Company in writing of that intent at least one (1) month prior to the date he/she is to return. Employees on leave under this article shall not accumulate seniority and upon returning to the Company, their seniority date shall be adjusted accordingly.

- 13.2 Employees chosen by the Union to attend to Union business outside the plant shall be granted leave of absence not exceeding sixty (60) days providing that the absence of each such employee shall not unreasonably affect the operation of his/her department. Such leave will be extended up to a maximum of a further thirty (30) days upon reapplication by the employee. Seniority shall continue to accumulate during such period of leave of absence.

Unless otherwise agreed, the maximum number of employees permitted on leave of absence at any one time will be three (3).

The Company recognizes that on an infrequent basis there is a need for all Shop Stewards to participate in conferences. Provided the operation of the specific

department is not unreasonably affected, the Company agrees to cooperate in the granting of leave for such purposes. The leave request will not exceed six (6) employees and where possible, it will be organized during non-peak production periods.

13.3 Leave of absence may be granted to an employee by the Company for good and sufficient reason upon application by the employee provided the granting of such leave does not interfere with the requirements of the business. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the Company, and if the leave is granted by the Company, it shall be confirmed in writing and a copy thereof sent to the Secretary of the Union. Seniority shall accumulate through the period of such leave of absence. The Union will be advised of the final disposition of all written applications for leave of absence.

13.4 (a) Maternity Leave

An employee with at least six (6) months seniority who applies for leave of absence before the sixth (6th) month of pregnancy shall be granted leave up to fifteen (15) weeks commencing at any time during the twelve (12) weeks immediately before the estimated date of delivery and extending at least six (6) weeks following the date of delivery. Immediately prior to the expiration of such leave, the employee may signify in writing, supported by a doctor's certificate of physical fitness, that she wishes to return to work, and in such case she will be reinstated within one (1) month provided she has the necessary seniority and is able to perform the required work satisfactorily. Seniority shall accumulate through the period of such leave.

(b) Parental Leave

An employee who has qualified for maternity leave may take parental leave immediately following the expiration of the maternity leave to a maximum of thirty-seven (37) consecutive weeks. A parent who did not qualify for maternity leave, but has at least twelve (12) months seniority, qualifies for parental leave to a maximum of thirty-seven (37) consecutive weeks commencing at any time within fifty-two (52) weeks after the date of delivery or adoptive placement of the child. In either case, the employee must provide six (6) weeks written notice of the date the leave is to commence. Where the parents of the child both qualify for parental leave, they may split the thirty-seven (37) weeks between them. Seniority shall accumulate through the period of such leave.

13.5 Jury Duty & Subpoena Pay

The Company shall continue to pay an employee for scheduled hours at his/her regular rate for time he/she is away when summoned to appear or required to serve jury duty or when he/she has been served with a subpoena issued by the Crown to appear in a Court of Law. Within one (1) month of the employee's return to work, he/she will reimburse the Company the full amount of any court fees received from the Government. It is understood that the employee will report to work during regular hours that he/she is not required to attend court and may be required to produce a certificate of service from the court office if requested by the Company.

13.6 Funeral

- (a) Where an employee is absent **due to a death** of a sister, brother, husband, wife, son, daughter, grandfather, grandmother, grandchild, mother or mother-in-law, father or father-in-law, step-mother and step-father, **stepsister or stepbrother** he/she shall receive pay at his/her regular rate for scheduled hours lost on three (3) **consecutive** scheduled days.

13.7 Medical Aid

An employee, injured while performing his/her work, who leaves for medical aid arranged through the plant nurse or a Company official shall be paid the difference between Workers Compensation benefits and pay for his/her scheduled hours lost:

- (a) On the day of the accident; and/or
- (b) Up to a maximum of three (3) subsequent absences occurring within six (6) calendar weeks of such accident.

The foregoing provisions shall also apply to an employee injured while performing overtime work and in such case he/she shall be paid for the balance of those overtime hours he/she would have worked had he/she not been injured.

Article 14 - Lay-Off And Rehire

- 14.1 An employee with seniority may not be laid off unless it is found that there is no job available for which such employee is qualified. The Superintendent shall decide as to the availability of a job and the qualifications of an employee, subject to the right of appeal by the Union

under the provisions of the Grievance Procedure.

- 14.2 In the event of reduction of staff and rehiring of employees, seniority shall apply, provided the employee with the greater amount of seniority can satisfactorily perform the job he/she is assigned to, or can learn the job within a reasonable time. However, in the rehiring of employees if the job is one requiring immediate qualifications, then the Company may recall the senior employee possessing the necessary qualifications.
- 14.3 The Company shall advise the Union when a lay-off is about to occur and shall on the day of issuance of lay-off notice give the Union a list indicating the name and department of all employees affected. Similarly, the Company shall on the day of rehire give the Union a list of all those employees to be rehired. Likewise, the Union will also be advised of all deletions or additions to the bargaining unit payroll, in writing, on a monthly basis.
- 14.4 In the case of lay-off, employees shall be given one (1) working day's notice for every completed six (6) months seniority, with a maximum notice of five (5) working days and with a minimum notice of two (2) working days. If the Company determines that additional work is available at the time any lay-off notice is to become effective, the lay-off notice shall be extended to senior employees then on lay-off notice provided they have the necessary qualifications to perform the required work satisfactorily. If the extension of the lay-off notice exceeds seven (7) working days, it will be cancelled.

In the case of recall of an employee for work of less than ten (10) days duration, the requirements in respect of notice of lay-off shall not apply provided the employee and the Union are given notice at the time of recall that such

work is of a temporary nature. Employee shall be laid off from such work in order of seniority.

- 14.5 Employees whom the Company wishes to train for supervisory, technical or commercial positions outside of the bargaining unit may be retained in employment without being subject to the lay-off provision of the Agreement for a period of two (2) years. One (1) month's notice will be given to the Union before a selected employee becomes a trainee. The number of such employees at any one time shall not exceed one (1%) percent of the number of employees in the bargaining unit.

Article 15 - Vacations

- 15.1 Vacation for an employee hired after January 1st, 1969, shall be calculated to and in recognition of service ending with a cut-off date of April 1st each year, and such employee shall become entitled to his/her first vacation not exceeding one (1) week on April 1st in the calendar year next following the date he/she was hired. On each April 1st thereafter, he/she shall become entitled to a regular annual vacation.
- 15.2 The duration of the vacation shall be based on the length of seniority service on December 31st of the calendar year in which the vacation is to be granted, as follows:

<u>Length of Seniority</u>	<u>Length of Vacation</u>
1 year and less than 5 years	2 weeks
5 years and less than 10 years	3 weeks
10 years and less than 20 years	4 weeks
20 years and less than 25 years	5 weeks
25 years and over	6 weeks

- 15.3 Each employee shall take his/her vacation during the calendar year in which he/she becomes entitled to it except as provided in Article 15.6. Vacations may be given at any time during the year subject to the demands of the business. The Company shall make every reasonable effort to meet the wishes of the employees in allocating vacation periods, preference being given to those with the greatest seniority.
- 15.4 Where an employee is entitled to four (4) or more weeks vacation, those weeks of vacation in excess of three (3) shall be taken at a time other than during the months of June to September inclusive.
- 15.5 An employee eligible for four (4) or more weeks of vacation may, by prior arrangement with his/her foreperson, accumulate those weeks of vacation in excess of three (3) from year to year to be taken at a later time convenient to the Company, taking into account the wishes of the employee. Such accumulated vacations may be taken only as full weeks or multiples thereof.
- 15.6 Vacation pay shall be granted to an employee at the time he/she leaves on his/her vacation.
- 15.7 If one of the Paid Holidays stipulated in Schedule "B" hereof falls within the vacation period assigned to or chosen by an employee, the Company will, at the discretion of such employee;
- (a) Pay eight (8) hours pay at the employee's regular rate for such Paid Holiday at the time the employee leaves on his/her vacation. This shall be in addition to vacation pay provided in Article 15.9, or
 - (b) If advised by the employee at least two (2) calendar weeks prior to his/her vacation period, grant the

employee an alternate day off, with eight (8) hours pay at his/her regular rate, in place of the Paid Holiday, to be taken at a time mutually agreeable between the Company and the employee.

In the event the employee elects option (b) but does work on the day agreed upon as his/her alternate day off, it shall be considered as work performed on a Paid Holiday and the employee shall be paid in accordance with the provisions of Article 8.9.

15.8 Vacation pay for each week of vacation shall be the basic weekly hours at the regular rate pro-rated on the number of weeks of earnings for which vacation pay has not been granted in the twelve (12) months (for first vacation the full period of service) immediately preceding the cut-off date. Leave of absence not exceeding four (4) weeks shall be regarded as weeks of earnings. In the case of illness, an employee, upon his/her return to the service of the Company, shall receive vacation credit due to illness up to four (4) weeks annually or such longer period as an employee may be entitled to receive Weekly Indemnity under the Sickness and Accident Plan. An employee upon his/her return to the service of the Company after a compensable accident shall be granted up to one (1) year's vacation credits as if earnings had been received.

15.9 Except where otherwise provided by legislation an employee who is discharged for cause forfeits his/her vacation privileges accumulated since his/her last cut-off date, but in the case of an employee who leaves the service of the Company for reasons other than being discharged for cause, and he/she has had more than four (4) months service, he/she shall receive vacation pay up to the date of leaving calculated back to the last cut-off date for which he/she has already received vacation pay. (For an employee who leaves before his first cut-off date

the calculation shall be made back to the date he/she was employed.) The employee may request the Company in writing to hold his/her vacation pay for a period of up to three (3) months but in no case shall such period extend beyond December 15th in the year of separation.

- 15.10** When an employee leaves the service at the normal retirement age before the cut-off date in that year, the period between retirement and the cut-off date shall be regarded as weeks of earnings for purposes of Article 15.9.
- 15.11** If vacation with pay is greater under provincial legislation, it shall replace the foregoing.
- 15.12** When an employee is injured in a non-occupational accident or becomes sick while on vacation, he/she can become eligible for the Weekly Indemnity benefit as set out in the Sickness and Accident Plan provided:
- (a) He/she deposits with the Company the vacation pay for the unexpired portion of his/her vacation.
 - (b) He/she furnishes a certificate of medical attendance satisfactory to the insurance carrier.
 - (c) He/she takes the remainder of his/her vacation at a time granted later in the same calendar year.

In case of sickness, no payment (Weekly Indemnity or vacation pay) will be made during the waiting period prescribed in the Sickness and Accident Plan.

- 15.13** Where an employee returns to work due to an emergency while he/she is on vacation, he/she will be entitled to the provisions of Article 8.6 for each calendar day he/she reports to work, or alternatively he/she may arrange with

his/her foreperson to take an alternate day off for each such calendar day, during the same calendar year, at a time mutually agreeable to both the Company and the employee.

Article 16 - General

16.1 Protective Services

In the event of any strike, walkout or stoppage of work, the Union shall not do or permit to be done anything by any of its members to prevent powerhouse staff such as firemen, engineers, and an electrician from continuing all or any part of their regular duties in the service of the Company. Furthermore, the Union shall cooperate and assist the Company in taking reasonable precautions to protect perishable products, but such assistance shall only extend through such period as the Company does not attempt to restore regular production.

16.2 Laundry

The free laundry service for employees' work clothes shall be continued and the Company will make necessary repairs to such work clothes where they are on the overall apparel type available through the Company's stores department.

16.3 Company Stores

Working apparel and equipment purchased by employees at the Company's stores shall be sold at cost. Deductions for apparel or equipment purchased by a new employee shall be made out of the first two (2) wage payments due such employee.

16.4 Safety

In order to provide safe and hygienic working conditions for all employees, the Company agrees that the minimum acceptable standard for the safety and health of its employees will be as provided in the Alberta Health and Safety Legislation and Accident Prevention regulations.

The provisions for the safety committee shall be maintained as outlined in the Company safety policy. The Company shall provide safety equipment free of charge to employees whose work makes it desirable in the interest of safety to use such equipment. The employees shall use and assume responsibility for the reasonable care of all safety equipment supplied to them. In the event that such safety equipment is lost or is not returned on demand, the Company shall be entitled to deduct the cost of same from the employee's wages. It is understood that the said safety equipment shall not be deemed to include such personal necessities as overalls, or any other article which become the personal property of the employee.

The Company will reimburse up to **\$115.00** per year, or up to **\$200.00** every two (2) years, upon production of a receipt by the employee, toward the cost of safety boots to all employees who:

- (a) Have six (6) months of seniority,
- (b) Purchase leather safety boots through the Company for use on the job, and
- (c) Are not regularly being supplied with rubber work boots by the Company.

For a subsequent purchase, employees will again become eligible for this allowance one (1) year from the date of their previous purchase.

Employees with less than six (6) months seniority, who purchase leather safety boots through the Company for use on the job, will receive this allowance upon the attainment of six (6) months seniority.

16.5 Bulletin Boards

The Company shall designate bulletin boards for the use of the Union at conspicuous places throughout the plant. All bulletins shall be submitted to the Management for approval before posting, save and except routine notices calling Union meetings posted by officers of the Union who are employees of the Company.

16.6 Tools, Mechanical

Tradesmen of the Mechanical Department, with seniority, shall upon presentation of required tools broken on the job and worn out required tools, receive replacement cost of one hundred (\$100.00) dollars per contract year per affected employee. Any unused portion of this allowance remaining at the end of a contract year, but not exceeding one hundred (\$100.00) dollars will be carried over only into the following contract year.

16.7 Licenses

The Company shall reimburse the employees for the renewal of necessary licenses required in the performance of their duties.

16.8 Clothing

Clothing specified under the present plan will be issued without charge to employees who have attained seniority and the Company will establish regulations in respect thereto. New employees will be charged sixty dollars (\$60.00) for the purpose of purchasing the first two (2) sets of clothing. Such clothing will include a pair of rubber boots. The clothing charge for new hires will be refunded upon successful completion of the probationary period.

Employees with more than six (6) months seniority, who purchase a quilted vest or liner through the Company for use on the job, shall receive an allowance of up to thirty (\$30.00) dollars towards such purchase. Employees with less than six (6) months seniority who purchase such clothing shall be reimbursed up to thirty (\$30.00) dollars towards such purchase on attainment of six (6) months of seniority. For a subsequent purchase, employees will again become eligible for this allowance three (3) years from the date of their previous purchase under this provision. Laundering of such clothing shall be the responsibility of the employee.

16.9 The Company will provide a filing cabinet and a wall/desk or other work surface for the use of Local Union Officials.

Article 17 - Severance Pay

17.1 If the Company deems it necessary to close the plant or a substantial portion of the plant resulting in the permanent termination of service of employees therein, or where an employee is eligible under Article 20.1, a minimum of one month's notice shall be given to employees then on the payroll. The guaranteed payment as set out in Article 9 shall apply during the period of such notice. A list of

employees affected by the closure will be given to the Union concurrent with the issuance of notice.

17.2 Such employees whose service is permanently terminated because of such closure shall receive severance pay in accordance with the table set out in this Article, but no such payment will be made to:

- (a) Except as provided under Article 20.1, an employee with less than one (1) year's seniority.
- (b) An employee granted retirement on pension.
- (c) An employee discharged for cause within the period of notice.
- (d) An employee who applies for a vacancy in another plant of the Company and is hired by that plant.
- (e) an employee who has been on lay-off under Article 14.4, for a period of thirty (30) calendar days or more prior to the date of notification of closure.

17.3 Severance pay shall not apply:

- (a) Where close down results from Queen's enemies, insurrection, government action, atomic fallout, Acts of God or any other cause beyond the Company's control; or
- (b) Where close down follows, or is caused through any strike, walkout, stoppage, slowing down or other cessation or work.

17.4 When an employee receives severance pay, all his/her rights and privileges including seniority cease excepting his/her option rights under the Life Insurance Plan and the

Weekly Indemnity Plan in respect to termination of service.

- 17.5 Except as provided under Article 20.1, an employee with more than two (2) years' seniority who receives notice that his/her service is to be terminated because of such closure may within the period of notice apply in writing for a vacancy in another plant of the Company and the Company will hold his/her severance pay in abeyance for a period of up to one (1) year.

Such applications will be considered on the basis of adaptability of the applicant for the available work and in order of seniority in the plant where closure occurs. If an applicant is employed by the Company in any of its plants he/she will not receive severance pay, but he/she will be:

- (a) Granted the same seniority date he/she held in the plant where closure occurs for purposes of the Welfare Plans and for length of vacation as provided in the plant in which he/she is engaged, but not for selection of the annual vacation period.
- (b) Credited with two (2) years seniority for other purposes.

17.6 The scale of severance pay shall be as follows:

<u>Years of Completed Seniority at Closing Date</u>	<u>Severance Amount</u>
1	1 Week Wages
2	2 Week Wages
3	2 Week Wages
4	4 Week Wages
5	4 Week Wages
6	5 Week Wages
7	5 Week Wages
8	6 Week Wages
9	6 Week Wages
10	8 Weeks Wages
11	8 Weeks Wages
12	8 Weeks Wages
13	8 Weeks Wages
14	8 Weeks Wages
15	8 Weeks Wages
16	8 Weeks Wages
17	\$4,360
18	\$4,700
19	\$5,040
20	\$5,380
21	\$5,790
22	\$6,200
23	\$6,610
24	\$7,020
25	\$7,430
26	\$7,840
27	\$8,250
28	\$8,660
29	\$9,070
30	\$9,480
31	\$9,925
32	\$10,370

33	\$10,815
34	\$11,260
35	\$11,705
36	\$12,150
37	\$12,595
38	\$13,040
39	\$13,485
40	\$13,930

Employees whose combined age and years of service, as set out above, total sixty-five (65) will be entitled to a supplement of **\$3,000.00** plus an additional **\$200.00** for each year the combined total exceeds sixty-five (65).

Article 18 - Wages

18.1 Effective July 16th, 2009

Classification	Start	6 Mos	12 Mos	18 Mos	24 Mos	30 Mos	36 Mos
Part Time:							
Level 1	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 2	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 3	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 3a	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 4	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 5	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Full-Time Production:							
Level 1	11.45	11.55	11.85	11.95	12.05	12.25	12.45
Level 2	12.20	12.30	12.55	12.75	12.95	13.15	13.45
Level 3	13.20	13.30	13.40	13.55	13.75	13.95	14.15
Level 3a	14.20	14.30	14.40	14.50	14.65	14.75	14.90
Level 4	16.00	16.10	16.20	16.35	16.55	16.75	16.95
Level 5	17.00	17.10	17.20	17.35	17.55	17.75	17.95
Maintenance & Sanitation:							
Greaser and Oiler	13.20	13.30	13.40	13.55	13.75	13.95	14.15
Mechanic Assistant	17.50	17.60	17.70	17.85	18.05	18.25	18.45
Licensed Electrician	26.30						
Licensed Plumber	26.30						
Licensed Millwright	26.30						
Licensed Welder	26.30						
Licensed Heavy Duty Mechanic	26.30						
3^d Class Stationary Engineer	25.30						
4th Class Stationary Engineer	21.80						
Sanitation Level 1	11.45	11.55	11.85	11.95	12.05	12.25	12.45
Sanitation Level 2	12.20	12.30	12.55	12.75	12.95	13.15	13.45
Apprentice Level 1	14.85						
Apprentice Level 2	18.30						
Apprentice Level 3	21.75						

Effective March 28th, 2010

Classification	Start	6 Mos	12 Mos	18 Mos	24 Mos	30 Mos	36 Mos
Part Time:							
Level 1	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 2	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 3	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 3a	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 4	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 5	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Full-Time Production:							
Level 1	11.70	11.80	12.10	12.20	12.30	12.50	12.70
Level 2	12.45	12.55	12.80	13.00	13.20	13.40	13.70
Level 3	13.45	13.55	13.65	13.80	14.00	14.20	14.40
Level 3a	14.45	14.55	14.65	14.75	14.90	15.00	15.15
Level 4	16.35	16.45	16.55	16.70	16.90	17.10	17.30
Level 5	17.35	17.45	17.55	17.70	17.90	18.10	18.30
Maintenance & Sanitation:							
Greaser and Oiler	13.45	13.55	13.65	13.80	14.00	14.20	14.40
Mechanic Assistant	17.85	17.95	18.05	18.20	18.40	18.60	18.80
Licensed Electrician	26.65						
Licensed Plumber	26.65						
Licensed Millwright	26.65						
Licensed Welder	26.65						
Licensed Heavy Duty Mechanic	26.65						
3rd Class Stationary Engineer	25.65						
4th Class Stationary Engineer	22.15						
Sanitation Level 1	11.70	11.80	12.10	12.20	12.30	12.50	12.70
Sanitation Level 2	12.45	12.55	12.80	13.00	13.20	13.40	13.70
Apprentice Level 1	14.85						
Apprentice Level 2	18.30						
Apprentice Level 3	21.75						

Effective March 27th, 2011

Classification	Start	6 Mos	12 Mos	18 Mos	24 Mos	30 Mos	36 Mos
Part Time:							
Level 1	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 2	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 3	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 3a	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 4	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Level 5	10.55	10.55	10.55	10.55	10.55	10.55	10.55
Full-Time Production:							
Level 1	11.95	12.05	12.35	12.45	12.55	12.75	12.95
Level 2	12.70	12.80	13.05	13.25	13.45	13.65	13.95
Level 3	13.70	13.80	13.95	14.05	14.25	14.45	14.65
Level 3a	14.70	14.80	14.90	15.00	15.15	15.25	15.40
Level 4	16.75	16.85	16.95	17.10	17.30	17.50	17.70
Level 5	17.75	17.85	17.95	18.10	18.30	18.50	18.70
Maintenance & Sanitation:							
Greaser and Oiler	13.70	13.80	13.95	14.05	14.25	14.45	14.65
Mechanic Assistant	18.25	18.35	18.45	18.60	18.80	19.00	19.20
Licensed Electrician	27.05						
Licensed Plumber	27.05						
Licensed Millwright	27.05						
Licensed Welder	27.05						
Licensed Heavy Duty Mechanic	27.05						
3rd Class Stationary Engineer	26.05						
4th Class Stationary Engineer	22.55						
Sanitation Level 1	11.95	12.05	12.35	12.45	12.55	12.75	12.95
Sanitation Level 2	12.70	12.80	13.05	13.25	13.45	13.65	13.95
Apprentice Level 1	14.85						
Apprentice Level 2	18.30						
Apprentice Level 3	21.75						

Class Level Schedule

Hog Kill Department

<u>Jobs</u>	<u>Class</u>
Air Knife Bellies/Shoulders	5
Air Knife Shoulders	5
Air Knife Heads	5
Air Knife Bellies	4
Remove Viscera	4
Split	4
Stick	3a
Mark Legs-Open Bellies	3a
Open Front Legs	3a
Open Front Legs/Front Feet	3a
Bung and Pre Open	3a
Held Rail	3a
HIP Tester	3a
Pre-Open	3a
Restrainer-Stunning	3
Transfer-Cut Off Hind Feet	3
Tie Down for Hide Puller	3
Hide Puller-Remove Mask	3
Open Breast Bone	3
Loosen Tongue	3
High Trim Demerits	3
Low Trim Demerits	3
Pull Leaf Lard	3
Bone and Cut Off Heads	3
Scale Fancy Meats	3
Shackle	2
Wash Barns	2
Drive Hogs	2
Tattoo I.D.	2
Present Offals	2

Stimulate Carcasses,	2
Remove Ears and Snouts	
Clip Stubs/Scrape/Stamp	2
Trim Fancy Meats	2
Wash Rollers and Gams	2
Wash Stomach	2
Trim Stomach	2
Box Stomach and Bung	2
Pull Bung	2
Trim Bung	2
Separate Offals	1
Push and Space into Cooler	1
Box Fancy Meats	1
Animal Food and Floors	1

PORK CUT DEPARTMENT CLASS

Remove Chine Bone	5
Pull Tenders—Mark Hams	4
Remove Shank Bone (Hams)	4
Remove Aitch Bone	4
Remove Femur Bone	4
Remove Blade Bone	4
Remove Humerus Bone	4
Remove Soft Bone/Mark Ribs	4
Drop Shoulders	3a
Lift Neckbones and Riblets	3a
Remove Collar Butt	3a
QA Auditor	3a
Remove Shoulders and Briskets	3
High Trim-CCP	3
Low Trim-Scale-CCP	3
Knife Sharpener	3

3 PC Hams	3
Remove Shank Bone (Shoulders)	3
Chilled Shoulders	3
Inspect, Weigh & Bag Backs	3
Push Hogs/Pre-Trim	2
Defat Hams	2
Trim Hams	2
Pack Hams	2
Shank Skinner	2
Hand Skinner	2
Trim Shoulders	2
Trim Collar Butts	2
Bag/Wrap /Shoulders	2
Pack Neckbones and Riblets	2
Rib Gun	2
Clear Ribs	2
Trim Bellies and Backs	2
Trim Tenders	2
Saw Bones	2
Bag/Pack	2
Bag/Pack Tenders	2
Unload and Wash Coolers	1
Floor Person	1

SHIPPING DEPARTMENT CLASS

Scale	3
Forklift Operator	3
Load Trucks	3
Scanner/Receiver	3
Pre-operational Set Up	3
Strap	2
Pack and Scale Fat/Trim	2
Cryovac	2

Pack Cov	2
Leaker Checker	2
Palletize/Export Stamp	2
Sticker	1
Palletizer	1
Make Cartons	1
Box Runner	1

RENDERING DEPARTMENT

<u>Jobs</u>	<u>Class</u>
Rendering Operator	4
Load Trucks/Receiver	4
Hide Fleshing	3
Wet Tank Operator	2

SANITATION DEPARTMENT

<u>Jobs</u>	<u>Class</u>
Sanitation	2

MAINTENANCE DEPARTMENT

<u>Job</u>	<u>Class</u>
Greaser and Oiler	3
Mechanic Assistant	5

In addition to the class level rates set out above, the following job rates will also apply:

The Company reserves the right, at its discretion, to pay higher than any of the class level rates or job rates set out above. Prior to doing so, the Company will inform the Chief Steward of the Company's decision.

Lead Hands

Rates of pay for new Lead Hands will be established according to the provisions of Article 18.2. The Company continues to reserve the right, at its discretion, to pay higher than the established rate. Current Lead Hands will be red circled.

Maple Leaf Pork Retention Bonus

Due to the economic conditions specific to Alberta, for the life of the current contract, all employees on payroll on January 1st each year will receive a retention bonus of \$0.25 per hour for all straight time hours worked in the previous year. This amount will be made payable to qualified employees in a lump sum (less statutory deductions) by January 30th following the year completed.

Red circled employees will receive applicable wage increases in each year of the contract.

Ratification increases retroactive to April 1st, 2009, for all employees on payroll as of **July 16th, 2009**.

18.2 Rate for a New or Changed Job

The Company will establish the rate for a new or changed job by comparing the job with similar jobs already listed in Article 18.1.

The Company will send written advice of the established rate to the Chief Steward.

Within fifteen (15) calendar days of notification described in the preceding paragraph, and upon objection by the Union to the newly established rate, Management will discuss the matter with the Union Chairperson and/or Chief Steward. If the matter is not settled within fifteen (15) calendar days after such discussion, it will be referred in writing for further review, such written notice to contain a submission in support of the objection to the newly established rate.

If the matter is not settled within fifteen (15) calendar days from the date of written notice, the parties shall appoint a qualified consultant in Job Evaluation to determine the rate and his/her decision shall be final and binding. The expense of such consultant will be shared equally by the Company and the Union.

If the parties cannot agree on the appointment of a qualified consultant in Job Evaluation, then proceedings will be taken under the fourth step of Article 4. In assessing the rate established by the Company for the new or changed job, the Arbitration Board shall consider the rate of similar jobs listed in Article 18.1 in reaching its decision.

18.3 Application of Rates

Provisions respecting the application of rates are set out in Schedule "A" attached hereto and form part of this Agreement.

18.4 List of Rates and Classifications

Each January 15th and July 15th, or as otherwise agreed between the parties, the Company will give to the Chief Steward a list of the paid rates, including group leader premiums, of all employees who have seniority.

Article 19 – Welfare Plans

Weekly Indemnity

Weekly Indemnity will be as follows:

- For eligible employees whose rate is \$10.50 per hour or less \$250.00/week
- For eligible employees whose rate is more than \$10.50 per hour but less than \$11.99 per hour \$270.00/week
- For eligible employees whose rate is more than or equal to \$11.99 per hour but less than \$12.39 per hour \$290.00/week
- For eligible employees whose rate is more than or equal to \$12.39 per hour but less than \$13.04 per hour \$305.00/week
- For eligible employees whose rate is more than or equal to \$13.04 per hour but less than \$14.80 per hour \$320.00/week
- For eligible employees whose rate is more than or equal to \$14.80 per hour but less than \$16.62 per hour \$360.00/week
- For eligible employees whose rate is more than or equal to \$16.62 per hour but less than \$17.53 per hour \$380.00/week
- For eligible employees whose rate is more than or equal to \$17.53 per hour but less than \$18.44 per hour \$400.00/week

- For eligible employees whose rate is \$18.44 per hour or more \$413.00/week

The schedule for the above benefits is as follows:

- 3 months' seniority to less than 5 years' seniority - 26 weeks
- 5 years' seniority to less than 10 years' seniority - 39 weeks
- 10 years' seniority and over - 52 weeks

Employees will not be entitled to benefits under the Weekly Indemnity Plan for any period for which they are eligible to receive Employment Insurance Sickness benefits.

Employees will pay the total premium cost of the Weekly Indemnity Plan. This premium cost will be deducted from their pay each week.

In the event that any Government legislation provides benefits for accident, illness or pregnancy during the term of this Agreement, such benefits shall be substituted for the above.

Dental Insurance Plan

Effective thirty days following ratification (**July 16th, 2009**), allowable expenses will be based on the **2008** Insurance Company adjusted fee guide.

Effective **January 1st, 2010**, allowable expenses will be based on the **2009** Insurance Company adjusted fee guide.

Effective **January 1st, 2011**, allowable expenses will be based on the **2010** Insurance Company adjusted fee guide.

Basic services reimbursed at eighty - **five(85%)** percent with an annual maximum of **fifteen** hundred (\$**1,500.00**) dollars.

Vision Care

Coverage will be **two hundred (\$200.00)** dollars every two (2) year period as prescribed in the plan.

Coverage will also include one hundred (\$100.00) dollars every two years towards the cost of an eye exam, conducted by a certified ophthalmologist.

Life Insurance

Life Insurance coverage for an eligible employee will equal the employee's annual base salary.

Pension Plan

Effective August 16th, 2006, the Company will contribute fifty-seven (\$0.57) cents per qualifying hour to a maximum of two thousand (2,000) hours per calendar year for each employee, after an employee has completed six (6) months of seniority.

Effective March 31st, 2007, the Company will contribute sixty-two (\$0.62) cents per qualifying hour to a maximum of two thousand (2,000) hours per calendar year for each employee, after an employee has completed six (6) months of seniority.

Effective March 29th, 2008, the Company will contribute sixty-seven (\$0.67) cents per qualifying hour to a maximum of two thousand (2,000) hours per calendar year for each employee, after an employee has completed six (6) months of seniority.

Effective March 29th, 2009, the Company agrees that in addition to the contributions it will make to the CCWIPP (Canadian Commercial Workers Industry Pension Plan), the Company will contribute \$0.05 per qualifying hour worked (to a maximum of 2000 hours per calendar year per employee) to

the Stabilization fund for a period of time as determined by the CCWIPP Trustees. The Company's contribution will increase by an additional \$0.05 on March 28th, 2010 and on March 27th, 2011. The Company further agrees that, should the Stabilization Fund cease to exist, the contribution allocated to the Stabilization Fund will be added to the current CCWIPP contributions.

Massage Therapy

Massage therapy will be covered up to a maximum of three hundred (\$300.00) dollars per year and must be based on a Doctor's prescription for services to be eligible.

Chiropractic

Chiropractic will be increased from current coverage of ten (10) treatments per year to twenty (20) treatments per year. Applicable plan eligibility requirements and restrictions apply other than those specified above.

Oral Contraceptives

Oral contraceptives will be added to the current drug plan and will be included in the yearly drug plan maximum. This will be subject to the dispensing fee cap. Only oral contraceptives will be covered which must legally require a prescription.

Pharmacist Prescription

With no change to the current drug coverage, drugs that legally require a prescription, which are prescribed by a licensed pharmacist, will be covered by the current drug plan.

Orthotics

The Company will reimburse employees for one (1) pair of orthotics every two (2) years to a maximum of two hundred (\$200.00) dollars. The orthotics must be custom fit and prescribed.

Long Term Disability

Policy #:	<u>22180, Division 402</u>
Insurer:	Sun Life
Waiting Period:	Eligible for coverage on the first day following one (1) year of service.
Monthly Benefit Amount:	60% of monthly earnings

Article 20 - Methods And Improvements

20.1 The Company continually strives to improve methods and costs and in doing so will purchase and install new and improved equipment. If such an installation results in a material change which may cause the closing of a department or substantially reduce the number of employees in a department, the Company agrees to discuss changes contemplated and matters related to such changes at least thirty (30) days prior to implementation of the changes. If, solely because of such changes, an employee is transferred to other work within the plant, he/she will be entitled to the provisions of Schedule "A" (#6) and an employee with five (5) years or more seniority who cannot be placed within the plant will be eligible for the provisions of Article 17, Severance Pay.

20.2 If an employee alleges that there has been an unreasonable increase in his/her work, the Union may request that the matter be reviewed with the Company.

Representatives of the Local Union (not to exceed two) and, if desired, a full-time staff representative of the Union may meet with Plant Management to discuss the facts of the case and endeavor to resolve the issue. The employee concerned may be present at these meetings if so desired by the employee or by either party.

Article 21 - Duration Of Agreement

The term of this Agreement shall be from April 1st, 2009, to March 31st, 2012, and shall continue in force after March 31, 2012, on yearly basis, which in each instance of renewal shall be regarded as the term of the Agreement, until terminated by either party giving the other party not more than sixty (60) days, and not less than thirty (30) days, notice in writing prior to the expiration date. If amendments are contemplated by either party to become effective in the ensuing term, the party proposing such amendments shall give notice in writing thereof to the other party not more than ninety (90) days and not less than sixty (60) days prior to March 31, 2012. During the period of negotiations, this Agreement shall remain in force.

Signed this _____ day of _____, 2009.

United Food & Commercial
Workers Canada,
Local 401

Maple Leaf **Consumer**
Foods
Lethbridge, Alberta

Bargaining Committee:

Company:

Trevor Wilson
Jody Petrak
Randy Ruaben
Ernesto Delgado

Nick Johnson
Sev Habetler

This Agreement was ratified on July 16th, 2009.

Schedule "A" - Application Of Rates

1. Employees will be paid the class level rate or job rate, whichever is applicable, for the job that they regularly perform, when they become qualified. "Qualified" shall be interpreted to mean able to regularly perform the job without instruction or assistance. Except by agreement with the Union, the period of qualifying shall not exceed six (6) weeks, after which the rate shall be paid. Prior to becoming qualified, a new employee or a recalled employee will be paid the Class 1 rate.
2. When an employee regularly performs more than one job, he/she will be paid a rate calculated by taking the actual percentage of time worked on the highest rated job and the remaining percentage of time worked on the second highest rated job. When the two (2) highest rated jobs are at the same rate, the employee will be paid the highest rate. Where an employee regularly performs fifty (50%) percent or more of his/her time on the highest rated job, the employee will be paid the highest rate.

3. Permanent Transfer

Form 300 shall indicate a permanent transfer and a copy of same shall be given to the Chief Steward immediately after the employee is advised. If an employee is transferred permanently to work where the job rate is higher, he/she shall receive the higher rate when he/she becomes qualified, as defined in Section 1 above. While an employee is attempting to qualify on a higher rated job, he/she will continue to be paid the rate of the job from which he/she transferred, not the Class 1 rate. If an employee is permanently transferred to work where the job rate is lower, such lower rate shall start twelve (12) weeks, including lay-off, after the date of such transfer.

The twelve (12) week period set out in the foregoing paragraph shall be extended one (1) day for each day the employee is required to return temporarily to his/her previous higher rated work. Where the employee returns temporarily to his/her previous higher rated work for a period in excess of three (3) consecutive weeks, the twelve (12) week period set out in the foregoing paragraph will recommence when the employee is again transferred to the work where the job rate is lower.

4. Temporary Transfer

When an employee is required temporarily to fill a higher rated job, he/she shall receive the higher rate provided however that such higher rate shall not be used as part of the job rate referred to in Sections 1, 2, and 3 above. The employee's regular job rate (Form 300) shall apply immediately such temporary assignment ceases. Form 301 shall indicate a temporary transfer and a copy of same shall be given to the department Steward. Where an employee is kept on the same temporary assignment for a period of three (3) months, the rate for such assignment shall be regarded as a permanent transfer under Section 3 above.

If an employee works in a higher classification on the day before and the date after a statutory holiday, he will be paid for the statutory holiday at the higher rate of pay.

If an employee works in a higher classification for four (4) consecutive weeks immediately prior to his/her vacation, the employee will be paid at the higher rate for that vacation.

5. If an employee at his/her own request is transferred permanently from work where the job rate is higher, the lower rate shall prevail immediately upon transfer.

6. Where an employee is transferred to work where the job rate is lower as a direct result of the introduction of new equipment or where an employee remains on a job reduced in value following a technological change, his/her rate shall not be reduced for a period of three (3) years, including lay-off, provided that the employee accepts all opportunities for transfer to work where the job rate is higher. Such employee will not be paid a rate greater than the rate paid at the time of transfer except for reasons of a general wage increase after the date of transfer.
7. An employee whose schedule calls for work to commence at any time other than between 6 a.m. to 9 a.m. inclusive shall receive a night shift premium of **fifty (50¢)** cents per hour for all hours worked between 4 p.m. and 7 a.m., such premium to be continued for hours worked after 7 a.m. where the employee was entitled to the premium for hours immediately before 7 a.m. Such premium shall not be a part of his/her regular rate.
8. An employee, designated by the Company as a group leader, will be paid a premium of fifty (50¢) cents per hour above his/her regular rate for the duration of the assignment. No group leader shall hire, lay off, suspend, discharge, exercise other discipline or except on direction from a member of Management, transfer employees to other departments. A group leader will not be retained in his/her department under Article 11.2, solely because of his/her duties as a group leader.

An employee, designated by the Company as a Maintenance and Utilities Lead Hand, will be paid a premium of seventy-five (75¢) cents per hour above his/her regular rate for the duration of the assignment. Such premium shall not be a part of his/her regular rate.

9. In the case of an employee who has signified his/her wish to return to his/her original department under Article 11.1, but is prevented from returning solely because of the lack of a qualified replacement, he/she shall be paid the job rate to which he/she would be entitled in his/her original department or the rate he/she is paid on the date he/she is prevented from returning to his/her original department, whichever is greater.

SCHEDULE "B" - PAID HOLIDAYS

1. Paid Holidays

- (a) Eleven (11) Paid Holidays shall be recognized as follows:

New Year's Day	Good Friday
Alberta Family Day	Canada Day
Victoria Day	Thanksgiving Day
Labour Day	Remembrance Day
Christmas Day	

First Monday in August (usually referred to as Civic Holiday).

Boxing Day (unless mutually agreed that the day before Christmas be substituted in place of Boxing Day).

If any of the Paid Holidays fall on a Sunday, the Monday following shall be observed as the holiday and where Monday is also a holiday, the Tuesday will be observed as the holiday in lieu of Monday. If Christmas Day, Boxing Day or New Year's Day falls on a Saturday, the Friday preceding shall be observed and where Friday is also a holiday, the Thursday will be observed in lieu of Friday.

- (b) For each recognized Paid Holiday, eight (8) hours holiday pay at his/her regular rate shall be paid to a regular employee, provided he/she is not exempt from the weekly pay guarantee as set out in Article 9 hereof and provided he/she has earnings on the payroll in the plant week containing the holiday. In order to qualify for holiday pay, an employee must be in attendance at work on the scheduled work day

preceding and the scheduled work day following such holiday, unless there is a justifiable excuse for the absence satisfactory to the Company.

In the case of an employee having seniority who is laid off prior to a Paid Holiday occurring in the same payroll week as the lay-off occurs and provided that such an employee, having seniority, has earnings on the payroll in the plant week during which such Paid Holiday occurs, he/she shall not be disqualified for such holiday pay. When an employee having seniority is laid off on a Friday and a holiday occurs on the Saturday, Sunday or Monday immediately following and provided that such an employee, having seniority, has earnings on the payroll in the plant week in which the lay-off occurs, he/she shall not be disqualified for such holiday pay. Similarly, if an employee having seniority is recalled from lay-off in a plant week containing a Paid Holiday and provided that such an employee, having seniority, has earnings on the payroll in such week, he/she shall not be disqualified for such holiday pay.

Upon his/her return to work, an employee granted leave of absence under Article 13.2, will be eligible for eight (8) hours pay for any Paid Holiday occurring during such period of authorized leave of absence.

- (c) In addition to (b) above, such employee shall be paid double his/her regular rate for all hours worked on a holiday provided under (a) above.

- 2. A regular employee otherwise entitled to paid holiday pay under this Schedule "B" who does not have earnings in the plant week containing a holiday, and who is or becomes eligible for Weekly Indemnity or Workers' Compensation benefits, will, upon return to work, be

compensated for a paid holiday occurring during such absence on the following basis:

3. (a) Absence under Weekly Indemnity:
 - (i) Every employee will be considered a member of the Welfare Plan even though he/she may have refused to join the Plan or does not have sufficient service to be eligible for Welfare Plan benefits;
 - (ii) When absence is due to sickness and the holiday falls during the three (3) day waiting period, the employee will be paid full paid holiday pay;
 - (iii) When absence is due to sickness or non-occupational accident and a paid holiday occurs after the waiting period, but during the employee's benefit period, he/she will be paid the holiday pay less one-fifth ($1/5$) of the weekly benefits;
 - (iv) If a paid holiday occurs on a non-scheduled day during the employee's benefit period, he/she will be paid full paid holiday pay.
- (b) Absence under Workers' Compensation:
 - (i) Where a paid holiday occurs during the first twelve (12) months of Workers' Compensation benefits, the employee will be paid holiday pay less the amount he/she receives in Workers' Compensation benefits for the day of the holiday,

- (ii) If a paid holiday occurs on a non-scheduled day during the first twelve (12) months of Workers' Compensation, the employee will be paid full paid holiday pay.

Letter of Understanding Number One

1989

United Food and Commercial Workers
International Union
Local 740P

Attention: Mr. N. LeClaire

Dear Mr. LeClaire:

This will confirm our discussion during the 1988 negotiations, wherein it was agreed that the Company will confirm clothing presently issued without charge to employees under Article 16.13, as of the date of ratification of the Agreement. It is further understood the Company will continue the practice of issuing freezer coats and freezer caps to employees regularly employed in the freezers.

Yours truly,

Burns Meats,
A Division Of Burns Foods (1985) Limited

John Froling
Plant Superintendent

Letter of Understanding Number 2
1989

United Food and Commercial Workers
International Union
Local 740P

Attention: Mr. N. LeClaire

Dear Mr. LeClaire:

This will confirm the understanding reached during the 1988 negotiations, wherein it was agreed that the Company will forego the requirement of employees providing a medical certificate upon their return to work following short term illness or accident not covered by Workers Compensation or under the Company Sick Pay Plan.

It is understood by the parties that the matter of habitual and excessive absenteeism will continue to be treated as a disciplinary matter. In the event that disciplinary action is contemplated by the Company for habitual or excessive absenteeism, the employee may present a medical certificate to the Company in defense. Such medical information will be taken into consideration by the Company in assessing the disciplinary measures it may take.

Yours truly,

Burns Meats,
A Division Of Burns Foods (1985) Limited

John Froling
Plant Superintendent

Letter of Understanding Number Three

April 4, 2003

United Food & Commercial Workers,
Local 401
1510 – 2nd Avenue S.
Lethbridge, Alberta
T1J 0G1

Attention: Mr. Randy Ruaben
Union Representative

Dear Mr. Ruaben:

Re: Introduction of 2nd Shift

This letter will confirm our discussion during the 2003 negotiations.

If during the life of the Agreement a second shift is introduced, the Company and the Union will meet to discuss the implementation. It is recognized that the application of various provisions of the Collective Agreement (i.e. shift transfer preference) may be delayed in order to facilitate the introduction of the second shift. The Union agrees to cooperate in this regard.

Yours truly,

Maple Leaf Foods Inc.

I. Henry
Vice President, Labour Relations

Letter of Understanding Number Four

Maple Leaf Consumer Foods – Lethbridge Pork (the Company) and UFCW Local 401 (the Union) agree that for the purposes of Article 12.1(a) only, the Shipping department will be considered to be part of the Cut department, thereby allowing employees from the Shipping department to be eligible for promotions within the Cut department, and employees from the Cut department to be eligible for promotions within the Shipping department

Letter of Understanding Number 5 – NEW

Subject: Lethbridge Plant Closure

1. The Company and the Union agree to enhanced severance pay which will apply only in the event the Company does not secure a purchaser for the Lethbridge Plant, and as a result, permanently closes the facility. The enhanced severance provides a greater benefit to employees in the bargaining unit as a whole, than that provided under Article 17 of the Collective Agreement.
2. The Company and the Union agree that this Letter of Agreement does not form part of the Collective Agreement.
3. This agreement will not be binding on any successor purchaser of the Lethbridge Plant and will expire upon the sale of the plant by Maple Leaf.
4. Enhanced severance, will be provided to eligible, active employees with seniority who have continued to work in a manner satisfactory to the Company, until their final day of employment, as determined by the Company.
5. Employees will receive the greater of, severance pay as calculated under Article 17 of the collective agreement, OR, severance calculated by multiplying the employee's regular straight-time weekly wage, using the employee's job-owned hourly rate, excluding overtime pay and retention bonus, by the number of years of employment, pro-rated for part years. Under no circumstances would an employee receive both.