

Collective Agreement

Between

Maple Leaf Foods INC.
Brantford, Ontario

and

United Food and Commercial Workers
International Union
A.F.L., C.I.O., C.L.C.,
Local 175

Begins:

02/01/2003

Terminates:

03/30/2006

00367 (09)

Name

Address

Phone

Member ID.....

Work Address.....

Work Phone.....

Union Steward.....

Phone.....

**United Food & Commercial Workers
UFCW Canada Locals 175 & 633
2200 Argentia Road
Mississauga, Ontario L5N 2K7
Phone: (905) 821-8329
www.ufcw175.com**

RECEIVED
Toll free outside Metro Toronto
1-800-565-8329
MAY 1 2002
Fax (905) 821-7144

Revised February 2003

Dear Fellow Members:

I wish to welcome new members to Locals 175 & 633 of the United Food and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

I hope you will all read this contract and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from it.

As a union member with a contract, you have the freedom to plan for the future. You will know what your income will be in advance. Your rights and benefits are written down and cannot be revoked, and your **job** security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. If unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled **by** the Steward, a full-time Union Representative can be contacted at any time to assist you.

In addition to the Stewards in the workplace and the Union Representatives who support them, we also have a team of professionals who provide support.

We should all **be** proud of our Unions achievements. We have proven many times that employers can treat their workers fairly and still run their business efficiently.

In the United Food and Commercial Workers Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, our trained staff will **support** you and help you in any way they can.

Non-Union workers are at the mercy of their employer. This is one reason our Local Union continues to grow.

Our organizing team works around the clock to help bring other workers **into** our union. If you know **of** someone who works in a non-union environment, do them a favour and give our organizers a call.

We also believe in the education of our members and their children. Lack of economic resources **should** not be a hindrance to further education. In this regard, the UFCW offers a number of scholarships at the local, national and international level. They are for your benefit as Union members.

In addition, your Union works to keep you up-to-date about legislation concerning your **working** rights.

Your Local Union represents some 50,000 members across Ontario. **As** we continue to grow, we have moved **to** keep up with the growth in areas of servicing and all-round members' support. included in this booklet is a list of Union representatives and other representatives there to **support** you, the member.

Only by all of us working together can we keep what we have gained over years of hard negotiations and obtain what is rightfully ours in the future. Our labour may be the only commodity we have to sell. Let us not sell it cheaply.

Please feel free to contact me at any time with questions or concerns about the Union. This is your Union. You put the 'U' in our Union.

In Solidarity,
Wayne Hanley, President,
UFCW CANADA Local 175.

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent some 50,000 members across Ontario, of whom some 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Stewards, Union Representatives, Benefits Representatives, Staff lawyers and a Communications Representative. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

UNITED FOOD & COMMERCIAL WORKERS

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of more than 230,000 members in Canada and 1,500,000 members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America: the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The UFCW represents workers in nearly all aspects of Canadian life which is mirrored in the makeup of Locals 175 & 633.

UFCW CANADA LOCALS 175 & 633

Your local union, with over 50,000 members, is the largest UFCW local union, and the largest local union of any union in Canada.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

UFCW LOCALS 175 & 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

PRESIDENT

Wayne Hanley, Oakville

SECRETARY-TREASURER

Jim Andress, Guelph

RECORDER

Betty Pardy, London

VICE-PRESIDENTS

Rick Alagierski, Mississauga

Phil Anderson, Peterborough

Toni Pettitt, Hawkestone

Mona Bailey, Omamee

Bryan Braithwaite, Chatham

Georgina Broeckel, Arthur

Fay Boucher, Thunder Bay

Sam Caetano, Toronto

Matt Davenport, Hamilton

Bruce Dosman, Hanover

William Foley, Burlington

Roland Fortin, Kitchener

David Fox, Napanee

Steve Garland, Kitchener

Rudolf Gwinner, Cambridge

Joe Hand, Newcastle

Jim Hastings, Mississauga

Rick Hogue, Thorold

Jim Hough, Burlington

Tim Kelly, Stratford

Janice Klenot, Kitchener

Jane Koren, Wasaga Beach

Cliff Kostyniuk, St. Catharines

June Maruschak, Samia

Nancy Melcore, Brampton

Tony Morello, Angus

Pat Newell, Port Hope

Fitzroy Reid, Toronto

~~Scott~~ Saunders, Woodville

Don Schmidt, Walkerton

Dale Simon, Thunder Bay

Andy Spruyt, Fonthill

June Towler, Bradford

Patricia Tweedie, Niagara Falls

Karen Vaughn, Picton

Coreena Zurkan, Kenora

LOCAL 633 EXECUTIVE BOARD

PRESIDENT

Dan Bondy, Amherstburg

SECRETARY-TREASURER

Roy Reed, Orillia

RECORDER

Neil Hotchkiss, Amherstburg

VICE-PRESIDENT:

MaryLou Mallet, Arthur

Peter Small, Oshawa

What You Get For Your *Union Dues*

- Higher than average wages and benefits. According to recent government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- Job Security. Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- Grievance Procedure. Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you.
- Problems with the Workplace Safety and Insurance Act or Employment Insurance? The Union employs **experts** in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and out in the cold in these matters. They can only turn to expensive lawyers for help.
- Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc. Compare your benefits package with those of non-union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for **yours**? You bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected **violation** of this agreement to the **attention** of the **Union Steward** as **soon** as possible, because **time limits may be important in winning your grievance.** A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all **volunteers**. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing **to** file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

UNION SCHOLARSHIPS, TRAINING AND EDUCATION

There are a number of scholarships available for UFCW Canada Locals 175 & 633 members, and their children, who are pursuing a Post Secondary education. To find out more about the scholarship program or various courses listed below, please contact the Locals 175 & 633 Training Centre, at (905) 564-2500 or 1-800-728-8902 or visit the web site: www.ufcw175.com.

Locals 175 & 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment by governments of the training and education of the workforce.

To address that need Locals 175 & 633 offer annual regional stewards training seminars. These seminars are held separate from courses which are available to members at the Locals Training and Education Centre in Mississauga. On a weekly basis the Union offers courses which allow our members to further their formal education and increase their ability and skill level in areas ranging from computer foundations, literacy and math upgrading to steward training and workplace advocacy.

In addition, twice a year the Locals offer stewards and members scholarship programs which are conducted at the Locals Training and Education Centre in Mississauga.

Thirty scholarships are awarded annually to stewards province wide to attend a weeklong in-depth training and education seminar. The theme of the week is "Labour's History: Past, Present and Future" and ensures that our stewards are well-informed and educated to be representatives of our Union in their workplaces. Stewards also receive nine hours of hands on computer training during the weeklong course.

Thirty members' scholarships are also awarded annually to provide members throughout the province with an opportunity to attend a weeklong computer training course. The course is a basic computer course which will give members an understanding of how a computer works and an introduction to using a computer.

With each of these scholarship programs the Locals will cover the cost of the course and materials as well as the members' wages, per diems, accommodation and transportation costs.

WORKPLACE SAFETY AND INSURANCE ACT "W.S.I.A"

Formerly WORKERS COMPENSATION ACT

The Workplace Safety and Insurance Act, "W.S.I.A.", formerly, Workers Compensation Act or "W.C.B." is an insurance program to protect workers against **loss** of income due to job-related disabilities. Here are answers to the **most** commonly **asked** questions:

1. HOW DOES THE WORKER REPORT AN ACCIDENT?

If an accident occurs at work, section **22** (1) of The Act requires a worker to file a claim as **soon** as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational **dis**ease, after the worker learns that he or she suffers from the disease.

2. IS THERE AN EXTENSION OF TIME?

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is just to do **so**.

3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?

Section **22** (4)... A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require.

4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?

Section **22** (5)... When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection **37**(e) concerning the worker's functional abilities. The disclosure is for the sole purpose of facilitating the worker's return to work.

5. FAILURE TO FILE?

Section **22** (6)... If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5) no benefits shall be provided under the insurance plan unless the Board, in its opinion, decides that it is just to **do so**.

6. NOTICE TO EMPLOYER?

Section **22** (7)... The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board.

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section **23** (3)... A person receiving benefits under the insurance

plan or who may be entitled to do so shall **notify** the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

8. WAGES FOR DAY OF ACCIDENT?

Section 24 (1)... The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

9. EMPLOYMENT BENEFITS?

Section 25 (1)... Throughout the first year after a worker is **injured**, the employer shall make **contributions** for employment **benefits** in respect to the worker when the worker is absent from work because of the injury. However, the contributions are required only if:

- (a) the employer was making contributions for employment benefits in respect to the worker when the injury **occurred**
and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

10. DUTY TO CO-OPERATE IN RETURN TO WORK?

Section 40 **(1)** The employer of an injured worker shall co-operate in the early and safe **return** to work of the **worker** by:

- (a) contacting the worker as **soon** as possible after the injury occurs and maintaining communication throughout the period **of** the worker's recovery and impairment
- (b) attempting to provide suitable employment that is available and consistent with the worker's **functional** abilities and that, when possible, restores the worker's **pre-injury** earnings
- (c) giving the Board such information as the Board may request concerning **the** worker's return to work and
- (d) doing such other things as may be prescribed.

WORKERS DUTY?

Section 40 **(2)**... The **worker** shall co-operate in his or her early and safe return to work by:

- (a) contacting his or her employer **as soon** as possible after the injury occurs and maintaining communication throughout **the** period of the worker's **recovery** and **impairment**
- (b) assisting the employer, as may be **required** or requested, to identify suitable employment **that** is available and consistent with the

worker's functional abilities and that, when possible, restores his or her **pre-injury** earnings

- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

11. NOTICE OF DISPUTE?

Section 40 (6)... The employer or the worker shall **notify** the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work.

12. OBLIGATION TO RE-EMPLOY?

Section 41 (1)... The employer of a worker who has been unable to work as a result of an **injury** and who, on the date of the injury, had been employed continuously for at least one year, by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her **pre-injury** employment, the employer shall:

- (a) offer to **re-employ** the worker in the position that the worker held on the date of **injury**, or
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

TIME LIMITS

- 1 A 30 day time limit on appealing a Board decision about return to work or a **labour market** re-entry plan made on or after January 1, 1998.
- 2 A six month time limit on **appealing** any other Board decision made on or after January 1, 1998.
- 3 A six month time limit on filing a claim.

The changes to the new act **are** significant and have reduced or **limited entitlement** for injured workers. However, you should never let management talk you out of filing a **claim**, it is your **right**. In fact it is a violation for an employer to refuse to **submit** a claim.

Your **local** union has a benefit department that will answer any **questions** you may have in regard to **filing** or appealing a **W.S.I.B.** claim. **Contact** your union **office**.

Maternity Benefits:

If your child is born or adopted after December 31st, 2001. You must have worked and paid EI premiums for at least 600 hours in the last 52 weeks, or since the beginning of your last EI claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

Parental Benefits:

Parental benefits can be collected for up to 35 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. Under the new rules a combination of maternity (biological mothers only), parental and sickness benefits can be received up to a combined maximum of 50 weeks in a 52 week period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

Discharge or Quit:

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. Contact your Union if you need assistance with your appeal.

How to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last **26** weeks of work. Your insured earnings will be averaged over a number of weeks known as a **divisor**. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last **26** week period; or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

intensity Rule:

Any week of regular benefits collected after June 30, 1996 could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (**5**) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

Work Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn **work** credits to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

Sick Benefits:

Sick benefits are paid for up to **15** weeks, if you have **600** hours of insurable employment in the last **52** weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with **less** than **600** hours. **Medical** reports are necessary.

EMPLOYMENT INSURANCE

(formerly UNEMPLOYMENT INSURANCE)

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st 2000. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

“Where to Apply?”

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

Regular Benefits:

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have paid into the EI account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than \$25,921) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413 (2001).

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the **small green book** which must be posted in every workplace.

Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training so that the **employee** can work in a safe manner.
- Acquaint the worker with any **workplace hazard**.
- Appoint a **competent** person as supervisor.
- Cooperate with and assist the health and safety committee and representative.
- Take **every precaution** reasonable for the protection of the **worker**.

Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any **potential** or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Note: Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they **cannot** discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to **convince** a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

Workers' Obligations

- **Use** all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and **all** regulations and report any **violations** of the law or **regulations** to your Supervisor.

Workers **may** not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a **job** or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly **notify** your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have reasonable grounds to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may **be** appealed, you must return to the job if he so orders, pending the outcome of such appeal.

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THIS AGREEMENT BETWEEN

Maple Loaf Foods Inc., Brantford, Ontario,
(Hereinafter called "the Company")

AND

United Food and commercial Workers International Union,
affiliated with the AFL, CIO and the Canadian Labour Congress, (CLC), Local 175
(Hereinafter called We Union")

Recognizing that the welfare of the Company and that of its employees depends upon the welfare of the business as a whole, and recognizing further that a relationship for goodwill and mutual respect between employers and employees can contribute greatly to the maintenance and increase of that welfare, the parties to this contract join together in the following Agreement:

ARTICLE 1 RECOGNITION

1.01 The Company recognizes the union as the exclusive bargaining agent for the employees of its Brantford plant and Brantford Airport Plants.

The Company will not bargain collectively during the term of this Agreement with any other labour organization affecting these employees.

ARTICLE 2 OBJECTS

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

Since the maintenance for a good standard of wages and working conditions depends upon sound and efficient operation of the business, the Union agrees to co-operate with the company at all times.

- a) To maintain and improve quality of products.
- b) To avoid waste of products, materials or time.

- c) To assist in keeping the Company's premises clean and tidy.
- d) To conserve and protect machinery and equipment.

it is recognized by this Agreement to be the responsibility of the Company and of its employees to co-operate fully, individually and collectively, for the promotion of the aforesaid conditions.

ARTICLE 3 BARGAINING UNIT

- 3.01** The bargaining unit is composed of all employees below the rank of foreperson in the employ of the Company as hereunder defined:

The term 'Employees' as used in this Agreement shall be considered to include production employees, trades persons, maintenance employees, stationary engineers, plant employees engaged in shipping, receiving and plant janitorial services below the rank of foreperson, except as set out below. The exceptions are; forepersons, assistant forepersons, security staff, plant clerical staff, nurses, scientific workers employed by the laboratory staff and confidential employees as listed in Appendix C.

- 3.02** Part-time workers, that is, employees regularly employed for twenty-four hours weekly or less, and students as defined in Article 13, are eligible for membership in the Union, but are not entitled to privileges in Articles 10, 11 and 13 of this Agreement.

ARTICLE 4 UNION DUES

- 4.01** The Company agrees to deduct weekly from each employee's pay during the term of this Agreement and in the case of new employees beginning with the first weekly check-off after they have completed one working day in the calendar year. the regular weekly Union dues, and will transmit the total sum of the amounts so deducted to the Financial Secretary of the Local Union on or before the fifteenth day of each month. The Company shall inform new employees of the terms of this Article at the time they are hired. Twice the regular weekly Union dues shall be deducted in any one check-off where the employee did not have dues deducted in the checkoff immediately preceding due to absence on vacation. Within six (6) months from the date of ratification, the dues and initiation report will be provided in the form of email (remit@ufcw175.com) or on computer diskette as well as a hard copy of the dues report being attached to the remittance cheque.

4.02 The amount of weekly dues to be deducted from employees may be increased by special assessment, provided such assessments are levied in accordance with the Constitution and By-Laws of the Local 175.

4.03 The Company agrees that upon receipt of written authorization in the form of a signed Union Membership Card, it will deduct from the wages of employees joining the Union after the ratification of this Agreement, the initiation fee due from him/her to the Local Union on the first payday of the following calendar month and shall remit such deducted amounts to the Financial Secretary of the Local Union on or before the first day of calendar month next following.

ARTICLE 5 MAINTENANCE OF MEMBERSHIP

5.01 The Company agrees that it shall be a condition of employment that any employee who, at the date of this Agreement, was a member of the Union in good standing, or who becomes a member after that date, shall maintain such membership during the term of this Agreement. Employees shall be deemed members of the Union in good standing so long as they continue to pay their weekly Union dues.

5.02 No employee shall be subject to any penalties against his/her application for membership or for reinstatement as a member in the Union except as may be provided in the Constitution and By-laws of the Union; and no coercion or intimidation of any kind shall be practiced to compel or influence an employee to join 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 6 MANAGEMENT

6.01 Subject only to the provisions of this Agreement, the management and operation of the business, and the employment, direction, promotion, transfer, layoff, and suspension, discharge, or other discipline of employees for just cause, shall be vested solely in the Management of the Company.

ARTICLE 7 SETTLEMENT OF COMPLAINTS AND GRIEVANCES

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

7.02 Stewards. The Union agrees to appoint or elect and the Company to recognize stewards, who shall be regular employees of the Company, to deal with matters affecting employees in departments or groups of departments in the Company's plants. A list of these stewards shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in this list. A list of the names of the members of supervision shall be supplied to the Union and the company shall advise the Union immediately in writing of any permanent change in this list.

7.03 Grievance Committee. The Union also agrees to appoint or elect a Grievance Committee, not to exceed three, all regular employees of the Company, to deal with questions which may not be decided in the 1st, or 2nd steps described in Section 4 below. The Grievance Committee shall include the Chief Steward of the Local Union. A list of Grievance Committee members shall be supplied to the Company. The Company shall be advised immediately in writing of any change in this list.

Subsection 3 (a). If an employee so desires, he/she may be accompanied by his/her steward or chairperson when discipline is being given to that employee.

7.04 Grievance Steps: Alleged grievances shall be dealt with progressively in the following manner:

1st Step: Between the aggrieved employee, or the Steward or both, and the foreperson of the department which the employee works. If the complaint affects the rate of pay of an employee, the Department Stewards shall be informed.

2nd Step: Between the Steward and/or Chief Steward and/or the Unit Chairperson and the Operations Manager or his/her designated representative and other members of his/her staff as required by the Company. If requested, complaints presented at this stage shall be in writing, if they allege violation of the Agreement, they shall set out clearly the respects in which the Agreement has been violated.

3rd Step: Between the Grievance Committee and the Plant Management. A full-time representative of the Union may be called in if desired by either party. Complaints presented at this stage shall be in writing.

The aggrieved employee or employees may be present during the three above steps, if so desired.

Grievance Committee Meetings. Meetings of the Grievance Committee shall be held at times suitable to the operation of the business, by arrangement between the Plant Manager and the Unit Chairperson of the Local Union. The Company will pay the aggrieved employee concerned and the members of the Grievance Committee

at their applicable rate for time spent at meetings of the Grievance Committee with management representatives.

- 7.05 Arbitration.** If settlement is not reached by the above procedure, the matter in dispute shall be referred by the Union or by the Company to an Arbitration Committee of three members, one to be appointed by the Union, and one by the Company, and a third, who shall act as Chairperson, to be mutually agreed upon by the other two. Upon receipt of the name of the member appointed by the party submitting the grievance to arbitration, the other party shall name its nominee. If it fails to do so within two weeks, its nominee will be appointed by the Minister of Labour of the Province of Ontario upon request by the party submitting the grievance to arbitration. If agreement cannot be reached within one week as to the appointment of a third member, he/she shall be appointed by the Minister of Labour for the Province of Ontario.

Notwithstanding the foregoing paragraph, the parties may agree to the appointment of a single Arbitrator with the same powers as an Arbitration Committee. In such cases, the party referring the grievance to arbitration shall, instead of submitting the name of its nominee, submit the name of the Arbitrator it wishes to suggest to the other party. If agreement cannot be reached on the appointment of a single Arbitrator within 5 working days, an Arbitration Committee will be appointed in accordance with the provisions of the above paragraph except that in the case of a grievance submitted under Article 7.9 the Union will name its nominee within five working days following the period provided for appointment of a single Arbitrator.

The time limits set out above may be extended by mutual consent between the parties.

A decision of a majority of the Arbitration Committee shall be deemed to be a decision of the Committee. In reaching its decision, the Committee or the single Arbitrator shall be governed by the provision of this Agreement and such decision shall be final and binding upon all parties concerned.

The Company and the union request that the Arbitration Committee meet within one month following appointment if possible and to render a decision within one month of that meeting if possible.

The cost of the Chairperson shall be shared equally by the parties. Each party shall pay its own costs including those of its nominee, representatives and witnesses.

- 7.06 Actions of Officials.** If either the Company or the union alleges violation of the Agreement through action of the officials of either, the complaint may be dealt with through the Grievance Procedure established by this Article, beginning with the 2nd Step, and discussions between the Company and the Union apart for the Grievance Procedure shall not preclude resort to the Grievance Procedure later, if so desired.

- 7.07 Wage Grievance.** When a grievance which affects the rate of pay of an employee is settled and as a result of the settlement the employee receives an increase in his/her rate, the increase shall be paid retroactively to the date on which the complaint was first submitted to the Company in writing. A request for wage increase, if not answered within 72 hours, may be treated as a grievance and handled progressively as set forth in Section 4 of this Article.
- 7.08 Dismissal.** If an employee is dismissed for any reason whatsoever and feels that he/she has been unjustly dealt with, he/she shall promptly notify a member of the Grievance Committee who shall, if a grievance is to be filed, notify the Operations Manager in writing within five (5) working days of receipt of notice of dismissal by the aggrieved employee stating the grounds of objection to the dismissal. The dismissal shall then constitute a grievance and shall be dealt with according to the grievance procedure as set out above beginning with the 2nd step of Section 4 of this W e . If subsequently it is decided that the employee was unjustly dismissed, he/she shall be reinstated in his/her former position and shall be compensated for all time lost at his/her regular rate of pay, or granted such lesser compensation as may be deemed fair in the circumstances or by unanimous decision of an Arbitration Board. To ensure prompt handling of any such grievance, except by mutual agreement between the Company and the Union, not more than five (6) working days shall be allowed for consideration under each successive step until the matter is brought to arbitration.
- The company will notify the Unit Chairperson or Chief Steward or his/her designated representative within one working day if an employee with seniority is dismissed or suspended. Where notification of dismissal or suspension is not given within one working day, and if a grievance is to be filed, it may be submitted within three (3) working days of the receipt of the notice by the Unit Chairperson or Chief Steward.**
- 7.09 Continue Work During Grievance Investigation.** If an employee feels he/she is suffering a grievance, he/she should report the complaint at once in the manner described in Section 4 above. Pending its investigation and settlement, he/she should meanwhile try faithfully to perform the duties assigned to him/her by his/her foreperson or by any supervisory officer of the company.
- 7.10 Discussion Between Steward and Foreperson.** A Union Steward, or in his/her absence the Chief Steward, may discuss with the foreperson of his/her department, direct matters which may affect the welfare of his/her department as a whole, even though at the time same may not constitute a grievance. Similar discussion may take place between the Unit Chairperson or Chief Steward and the Operations Manager or his/her designated representative.
- 7.11 Slowdowns and Interruptions of production.** It is agreed that the Union and its members, individually and collectively, will not, during the term of this Agreement.

cause, permit or ~~take~~ part in any slowdown or other curtailment or restriction of production or ~~interference with~~ work in or about the Company's plants or premises.

7.12 Strikes and Lockouts. It is agreed that there shall be no strike by or lockout of employees affected by this Agreement during the life of this Agreement or during negotiations for its renewal.

7.13 Labour/Management Committee. It is agreed that two Bargaining Unit members elected by the Union and two Management members will make up this committee. Unless otherwise agreed, this committee will meet every two months to discuss policies, procedures and matters of mutual concern.

ARTICLE a WAGES

8.01 Regular, probationary, part-time and student employees shall be paid in accordance with the provisions set out in Appendix D, Job Category Classification System and Schedule of Wage Categories.

8.02 Within one (1) month following the signing of this Agreement the Company will provide the Unit Chairperson or the Chief Steward with a list of the rates paid to all regular and probationary employees and will, thereafter advise him/her in writing of changes that occur.

ARTICLE 9 NIGHT AND WEEK-END PREMIUMS

9.01 The Company agrees to pay a premium of thirty-five (.35¢) cents per hour to all regular and probationary employees working on shifts beginning between the hours of 2:00 p.m. and 2:00 a.m. Employees working on shifts beginning at 12:00 noon will receive the same premium from 2:00 p.m. until the completion of their shift or 6:00 a.m. Employees working on shifts beginning between 2:00 a.m. and 5:00 a.m. will receive the same premium until 6:00 a.m. This premium shall not be considered as part of such employees' basic rates.

Regular and probationary employees whose schedule calls for work on calendar Saturdays and/or Sundays shall be paid one and one-half times their regular rates for all scheduled hours worked on such days. Such premiums shall not be considered as part of such employees' basic rates.

Sanitation employees required to work a regular shift on Saturdays (5th Shift) will be paid at their regular rates.

ARTICLE 10 HOURS OF WORK AND OVERTIME

- 10.01 All hours worked by regular and probationary employees in excess of eight (8) hours per day or forty (40) hours per week, on a basis of five (5) days per week, shall be paid for at one and one-half (1½) times their regular hourly rates. Overtime premiums will only be paid following forty (40) hours of work provided the time missed was not a result of being sent home or laid off.
- 10.02 Alternate schedules, considered to be more in keeping with the wishes of employees, may be submitted by the Union. Such schedules will be implemented by the Company provided Management agrees they satisfactorily meet the requirements of the business and, in this respect, Management's decision shall not be made arbitrarily or unreasonably. In the event a grievance is processed to arbitration and the Arbitration Committee determines that Management's decision was made arbitrarily or unreasonably and that the alternate schedule submitted by the Union is to be implemented, the arbitration award shall be made effective the week following receipt of the award.
- The Company will continue to post the schedule by noon each day, however if it is not posted, the Company will call the employees. If the employee leaves early for their own reasons, it is their responsibility to call the plant to find out where and when they are working.
- 10.03 Double their regular hourly rates shall be paid to all regular and probationary employees for those hours worked on Sunday, except for those whose work regularly falls on Sunday.
- 10.04 Because, however, receipts of raw materials and the demand for the Company's products vary from season to season and from day to day, the Union agrees that it may at times be necessary to exceed or to reduce these basic hours of work.
- 10.05 Emergency Call-In. Regular hourly-rated employees, if specially called in at any time outside their regular working hours, shall be through when the emergency is over, and shall be paid at the rate of time and one-half for all hours worked, but with a minimum guarantee of four (4) hours at their regular rates.

- 10.06 Daily Guarantee. Any regular or probationary employee reporting for work as usual unless previously notified not to report, who is dismissed for that day by reason of some cause for which he/she is not responsible, shall receive for that day at least four (4) hours' pay at his/her regular rate. The above guarantee shall not apply if work is not available due to Acts of God. Employees will be notified two (2) hours prior to their shift start not to report, if not required for their shift.
- 10.07 The Union agrees that its officers, stewards and members shall not transact Union business during hours for which they are paid by the Company, except with the permission of the Company. No steward may leave his/her department without securing permission from his/her foreperson. Permission will be granted as soon as reasonably possible.
- 10.08 Employees shall not be regularly required to work more than five (5) hours without a meal period. When employees are required to work three hours or more beyond their scheduled working hours, they will be entitled to an allowance of \$8.00, which will be added to their gross earnings for that fiscal week.
- Employees, if required to work in excess of five hours on Sunday (except for those employees whose schedule calls for work on calendar Sundays), will be entitled to an allowance of \$5.50.
- Lunch periods will be scheduled between three and one-half (3½) and five (5) hours into the shift, unless a mutual agreement is reached to vary the lunch times.
- 10.09 There shall be no accumulation of overtime premiums for the same hours worked, but the highest single premium shall apply.
- 10.10 Injury-Shift Guarantee. An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours necessarily lost in the scheduled shift in which the accident occurs and/or for hours necessarily lost from up to three subsequent scheduled shifts within three weeks of the date of the accident if, as a result of such injury he/she is sent home or to the hospital or for medical attention on instructions from the medical department but, if such is not possible, then by a Company representative. If the injury occurs on a non-scheduled day, the employee will be paid for the hours necessarily lost which would have been worked had the injury not occurred. Workers' Compensation for such injury shall be deducted from benefits due under this section.

ARTICLE 11 PUBLIC HOLIDAYS

11.01 The Company agrees to pay all regular and probationary employees at their regular rates of pay, for the normal number of hours of work on each of the following public holidays, whether they work or not on such holiday, and such hours paid will be considered as hours worked for the purposes of Article 10.1.

New Years Day

Good Friday

Easter Monday

Victoria Day

Dominion Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Regular and probationary employees absent on the work-day next preceding or their work-day next following any of the above paid holidays shall not be entitled to pay for such holiday unless the absentee received permission from the Company to be absent or was absent because of sickness or for other good cause arising from circumstances beyond his/her control. The work-day next preceding the holiday and on which the employee must report for work and work shall be interpreted to be one of the three workdays immediately preceding the holiday.

Effective December 12, 1996, one (1) individual floater to be granted between the months of October 1 through April 30.

11.02 Employees eligible for holiday pay and instructed to report for work on a holiday, shall be paid at the rate of two (2) times their regular rates for all hours worked on the calendar day of the holiday in addition to holiday pay to which they are entitled.

11.03 If any of the above holidays fall 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. If any of the paid holidays fall on a Sunday, the Monday following shall be observed and where Monday is also a holiday, the Tuesday will be observed in lieu of Monday.

Subsection 3. By mutual agreement a paid holiday may be observed by the plant, on another day in lieu of the holiday, and in such a case the day generally recognized as the Public Holiday, shall be considered a normal work day and regular rates will apply.

- 11.04 A regular or probationary employee, if laid off or recalled in the pay weeks in which the public holiday falls, shall receive eight (8) hours' pay at regular rates for such holiday, provided he/she receives pay for hours worked in such week. Payment will also be made in respect to such holidays which are observed on Monday to employees laid off on the Friday, Saturday or Sunday immediately preceding. Similarly, payment will be made in respect to Saturday holidays to employees laid off on the Friday immediately preceding. To qualify for this holiday pay, employees must report for work when required in that week.
- 11.05 If a paid public holiday falls within the employee's vacation period, he/she may elect to receive holiday pay as provided in the first paragraph of this Article or receive a compensatory day's holiday.

If the employee elects to receive a compensatory day's holiday with pay, it shall be taken at a time to be agreed upon between the Company and the employee. If subsequently the employee does work on the day agreed upon as the compensatory day's holiday, it shall be considered as work performed on a paid public holiday and the employee shall be paid as set out above.

- 11.06 The Company agrees to pay to an employee who would otherwise qualify for holiday pay under Article 11, but who is receiving sick pay or Workers' Compensation, the difference between sick pay or Workers' Compensation as the case may be and eight (8) hours' pay at his/her regular rate when the employee returns to work, as long as he/she continues to receive sick pay or, if on compensation, for such period as the employee would have been entitled to receive sick pay had he/she been sick. Should the public holiday be observed on a non-scheduled day, the Company will pay the employees eligible for either of the above payments, eight (8) hours' pay at their regular rates.

ARTICLE 12 REST PERIODS

- 12.01 The Company agrees to grant rest periods of ten (10) minutes during morning and afternoon shifts, provided the working time of the shift exceeds two and one half (2½) hours. A rest period of ten (10) minutes shall be granted in overtime, provided the overtime shift is expected to exceed one and one half (1½) hours. The Union agrees that except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that Rest Periods must not be abused. The Company will schedule a minimum of eight (8) hours

between scheduled shifts unless the employee agrees to a lesser period of time.

ARTICLE 13 SENIORITY

13.01 Subject to the provisions of this Article, seniority shall mean accumulated service in the bargaining unit, except that all service with the Company prior to December 12, 1993, shall be considered as "seniority". Persons from the bargaining unit appointed to plant supervisory positions after December 12, 1993, shall continue to retain seniority while in such positions for a period of one year from the date of their appointment.

13.02 Employees shall be regarded as falling into three (3) classes: part-time, student and regular.

Part-time employees shall mean employees regularly employed for twenty-four (24) hours weekly or less. These employees shall not be entitled to seniority.

"Students" shall mean those employees hired around the school vacation period, meaning March break, May 1 until September 1, and the Christmas Holidays. These employees shall not have seniority. Such employees, if retained after the vacation period, shall be subject to the probationary period commencing at the end of the school vacation period.

All other employees shall be regarded as probationary employees when hired and shall have no seniority. After three (3) months' service they shall become regular employees and shall receive credit for seniority from the date of their employment, provided however, that for the purpose of determining the probationary period each full day of absence from work for any reason, will be added to the stipulated three (3) month period.

Probationary employees, if laid off and later rehired, will be given credit for past service as a probationary employee, if they complete the probationary period within nine months from the date they became probationary employees.

13.03 Lay-Off. In case it becomes necessary to reduce the working force, the order of lay-off shall be as follows:

- First:** Student employees will be laid off.
- Second:** Part-time employees except by agreement with the Union.
- Third:** Probationary employees will be laid off, provided regular employees remaining can perform the required tasks satisfactorily.
- Fourth:** Regular employees in order of seniority, provided those employees who are retained can perform the required work satisfactorily. Senior employees who may be expected to qualify reasonably quickly will be given an opportunity to do so.

- 13.04** Recall. When increasing the working force, the order of recall shall be full-time employees in order of their seniority, regardless of the departments in which they were previously employed, provided they can perform the required work satisfactorily. Part-time employees in order of their seniority.
- 13.05** An employee transferred from one plant of the Company to another shall retain his/her seniority, subject to approval by the management and local union of the plant to which he/she is transferred.
- 13.06** Accident or Sickness Leave. 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 corresponding to seniority as set out in Article 13.11 and shall be returned to the position previously held or to a position carrying a rate equal to that previously held subject to seniority and ability to perform the required work satisfactorily. If such positions are not available, the employee shall, subject to seniority and ability, be placed on a job he/she can satisfactorily perform. Applications for reinstatement after the expiry of the allowable periods shall be considered on their merits.
- 13.07 a)** Leave for Union Position. One employee who is elected or appointed to a full-time position with the Union, shall upon proper notice, be granted leave of absence without pay, for a period not to exceed the term of this Agreement. Such employee, upon one month's notice of his/her desire to return to work with the Company, shall subject to his/her seniority and ability to satisfactorily perform the required work, be placed in the position previously held or one at an equal rate of pay. If such positions are not available the employee shall, subject to seniority and ability, be placed on a

job he/she can **satisfactorily perform**, retaining the **seniority** possessed at the time such leave of **absence** was granted.

- b) **Public Office Leave.** Employees who are elected to the municipal government, the **Provincial Legislature** of the Government of Canada shall, upon **establishing** need for same, be granted leave of absence **without** pay for a period not to exceed the duration of this Agreement. **Those** granted such leave will **retain the seniority** possessed prior to the leave but will not accumulate **seniority** during the leave of absence.
- c) **Temporary Union Business Leave.** Subject to the needs of the business, leave of absence for the purpose of **attending** Union schools, **conventions** or conferences for a period not exceeding **30 days** shall be granted to up to **3** employees **chosen** by the Union on a **written request** from the Local Union. The Union shall **give** the Company written notice of not less than **2** days before the requested leave **is** to commence. **Employees** on such leave of absence shall **accumulate seniority** during the period of the leave of absence.

13.08 Leave of Absence. Subject to the **exigencies** of the business, leave of absence **without** pay up to one year may be granted by the Company on the **written** request of an employee **provided** the **reasons** stated in the application are **sufficient**.

13.09 Pregnancy and parental leave. shall be granted in accordance with the Employment **Standards Act of Ontario** as amended from time to time.

13.10 Seniority records shall be maintained by the Company showing the places on the **seniority list** of all employees in every department. This list shall be revised quarterly or as **otherwise** agreed and copies given to the Chief Steward of the Union. The names and **service** of probationary employees will be added to this list.

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

- a) **Voluntarily** leaves the **service** of the Company, or is **dismissed** for cause.
- b) **Fails to return** to work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact or a telegram or a notice mailed to the employee at the last known **address** of the

employee. shall constitute a reasonable *effort* on the part of the Company, and if, within 48 hours of such notice, the employee fails to report for duty, or to advise the Company of the date when he/she will so report, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ. In urgent cases, however, where it is necessary to secure workers at notice of less than 48 hours, 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 vacancy is filled.

The Company will give the employee reasonable time to report to work, however this time will not extend beyond 2 hours.

Employees rehired under such circumstances shall retain the positions to which they are appointed, but provided the employees with whom the Company was unable to communicate in time, later within 96 hours advise the Company of their desire to return to the Company's employ, they shall retain their seniority, and shall be eligible for recall on the next occasion of a vacancy in a position for which they possess the required ability.

- c) Has been out of the Company's employ in excess of allowable breaks defined below:

Length of Employee's Service

Allowable Break

Over 90 days to 12 months

• Time equivalent to one-half of length of service.

Over 1 year

• Time equivalent to length of service of up to two years.

These allowable breaks on lay-off may be extended by adding periods of absence resulting from sickness or personal injury certified by a physician, up to the above time limits, or by leave of absence granted by the Company, up to one year.

An employee who return to work within the time of an allowable break shall retain the seniority he/she had at the time he/she was laid off, but shall not accumulate additional seniority during the period of lay-off. A seniority employee laid off or suspended, who returns from layoff or suspension, shall accumulate seniority for a period of twenty working days following the lay off or suspension.

- 13.12 Persons whom the Company is training to fill technical, commercial or supervisory positions, may be employed or retained in employment in plant operations irrespective of the seniority provisions of this Article. The secretary of the Local Union shall be advised of such appointments. Except by agreement with the Union, such appointments shall not exceed 1% of the total number of employees covered by this contract.
- 13.13 Changes introduced into the Company's seniority policy as a result of the provisions of this Article, shall apply only to employees affected by this Agreement, who are presently in the employ of the Company, and future employees.

ARTICLE 14 JOB POSTING

- 14.01 Notices of vacancies above Production Category 1 (including all Mechanical and Engineer categories) within the Bargaining Unit will be posted. A copy of all such notices will be given to the Unit Chairperson or Chief Steward of the Union at the time of posting. Those applying within five (5) working days from the time of posting will receive consideration for the vacancy on the basis of ability and seniority, seniority being the governing factor when ability is equal, provided they possess suitable qualifications for the job and can qualify reasonably quickly. All promotions shall be on a probationary basis until the employer has demonstrated his/her ability to perform the new task satisfactorily. Employees selected to fill such positions temporarily shall receive equal consideration with such applicants. Employees who have successfully bid on a job posting in the previous twelve (12) months will not be eligible to apply to a posting unless the posted position is in a higher wage category. The employee may elect to return to his/her former position within twelve (12) days of his/her commencement in the position.

SHIFT PREFERENCE

An employee who successfully bids on a job posting, must work on the shift where the vacancy appears.

The employee must remain on that same shift for one year. During this period of time, they have the option of applying for any other job posting within the plant

After one (1) year, the employee has the option of bumping less senior employees within the same job posting.

if an employee is laid off their regular job on their shift, they have the options of bumping to another shift or choosing a layoff day providing the needs of the business are satisfied.

ARTICLE 15 VACATIONS

15.01 The Company agrees subject to the provisions set forth in the following sections of this Article to grant vacations with pay on the basis of service calculated to January 1st, as follows:

- a) Employees with service of less than five (5) years will be granted vacations in accordance with Ontario Law.
- b) Thereafter, employees will receive vacations with pay based on years of service as follows:

After 5 years' service 3 weeks
 After 10 years' service 4 weeks
 After 20 years' service 5 weeks
 After 25 years' service 6 weeks

15.02 Employees who, after January 1st and prior to September 1st of the calendar year, reach the service required to entitle them to an additional week of vacation, in accordance with the vacation scale set out in Section 15.01(b) above, will become eligible for such additional week of vacation on completion of the required years of service. If circumstances permit such week may be granted earlier in the year.

15.03 The vacation week shall be considered to consist of 40 hours at the regular hourly rate, provided this amount will be reduced by one fifty-second (1/52nd) for each week of absence excepting absences which are:

- (1) With permission up to 30 days annually.
- (2) Due to sickness up to 30 days annually or such longer periods as an employee may be entitled to receive sick pay under the Company's Sick Pay Plan, and
- (3) Up to one (1) year due to compensable accident.

15.04 The Company may schedule a one week shut down each year. This will normally be scheduled the last week of July prior to Civic Holiday. Employees will be notified of this shut down by March 1st in the year the shut down is to be scheduled.

- 15.05 Vacations may be granted at any time subject to the demands of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Subject to the requirements of Article 15.04 employees will indicate their preference for their first two weeks vacation entitlement in order of seniority. Where there is a shutdown, as in Article 15.04, the shutdown week will be considered to be the employees first week of vacation. Employees will then indicate their preference for any remaining weeks' entitlement in order of seniority.
- 15.06 Employees with six (6) or more years of service who leave the service of the Company for any reason will be eligible at time of leaving to receive any unexercised vacation credit to which they may be entitled as follows:
- Vacation with pay for which they were eligible at January 1st last preceding.
 - One fifty-second (1/52nd) of the vacation scale applicable in each case at time of separation for each week of service computed back to January 1st.
- 15.07 Every employee will take his/her vacation in the year in which he/she becomes eligible for it. Vacation periods shall not be accumulated from year to year.

ARTICLE 16 SAFETY AND HEALTH

- 16.01 The Company shall make reasonable provision for the safety and health of employees during working hours. Protective devices on machinery and other devices deemed necessary properly to protect employees from injury shall be provided by the Company. This, however, shall not be construed to include such personal necessities as safety boots, gloves, coveralls, or any such article which becomes the personal property of the employee.

The Union agrees to appoint or elect and the Company to recognize three bargaining unit representatives on the Joint Health and Safety Committee. Unless otherwise agreed this Committee will meet monthly. This Committee may make recommendations on matters affecting the safety and health of employees.

ARTICLE 17 SICK PAY, BENEFIT AND PENSION PLANS

- 17.01 Sick Pay. Effective the first full pay week following the date of ratification, sick pay will be paid in the following amounts in accordance with the Company's Sick Pay Plan:

Effective February 1, 2003

Group 1	Production Category 1	\$295.00
Group 2	Production Categories 2-4 and Mechanical Category 1	\$324.00
Group 3	Mechanical Categories 2-3 and Engineers	\$353.00

Effective February 1, 2004

Group 1	Production Category 1	\$307.00
Group 2	Production Categories 2-4 and Mechanical Category 1	\$338.00
Group 3	Mechanical Categories 2-3 and Engineers	\$365.00

Effective February 1, 2005

Group 1	Production Category 1	\$319.00
Group 2	Production Categories 2-4 and Mechanical Category 1	\$348.00
Group 3	Mechanical Categories 2-3 and Engineers	\$377.00

The service scale for duration of payments is as follows:

6 months to 18 months' service	4 weeks
18 months to 5 years' service	118 weeks
5 years to 7 years' service	26 weeks
7 years to 10 years' service	34 weeks
10 years' service and over	52 weeks

The required premiums will be paid 75% by the Company and 25% by the employee.

The three day waiting period will be waived in respect to an employee who is hospitalized during the waiting period due to an illness, accident or day surgery.

- 17.02 Life Insurance. In accordance with the Company's Life Insurance Plan, eligible employees are covered for \$30,000,

The Company will pay the full cost of Group Life Insurance Plan.

- 17.03 Extended Health Care. The Company's Major Medical plan will remain in effect for the term of this Agreement, except for benefits introduced in any compulsory government-sponsored plan.

Drug Card

The Company will implement the generic drug plan **card** based on the current coverage by September 1, 1998. There is a seven dollar (\$7.00) dispensing fee cap.

a) Dental Plan

Effective January 1, 2003, allowable expenses will be based on the current Ontario Dental Association Fee Schedule up to a maximum of \$1,600.00 per calendar year.

b) Vision Care

Effective February 1, 2003, allowable expenses will be paid to a maximum of \$140.00. Effective February 1, 2004 \$150.00. Effective February 1, 2005 \$160.00.

17.04 Pension Plan

Effective February 1, 2005, amend employer contribution from \$12.00 to \$13.00 retroactive for all eligible years in the plan.

ARTICLE 18 APPEARANCE IN COURT

18.01 An employee summoned to appear or required to serve jury duty or one who has been served with a subpoena to appear as a witness shall be paid the difference between what he/she would have earned for his/her scheduled hours at his/her paid rate and the court fee received. Employees should notify their foreperson as soon as possible after receipt of notice of selection for jury duty or after receipt of the subpoena to appear as a witness. The Company may require the employee to furnish a certificate of service from an officer of the court before making any payment under this section. The employee will come to work during those regular hours that he/she is not required to attend court. An employee serving as a juror or as a subpoenaed witness is not required to work his/her regular scheduled shift.

ARTICLE 19 BEREAVEMENT PAY

19.01 When an employee attends the funeral of an immediate relative, he/she shall receive eight (8) hours' pay at his/her regular rate for the day of the funeral and for two (2) other days to be taken not later than two (2) days following the day of the funeral, provided that such payments are made only in respect to absence from work on his/her regular work days.

When an employee cannot attend the funeral of an immediate relative because of geographical distance, he/she shall receive (8) eight hours pay at his/her regular rate for the day of the funeral. Such payment will be made in respect to absence from work on his/her regular workday.

For the purpose of this clause, an immediate relative shall be one of the following: Wife, Husband, Daughter, Son, Mother, Father, Sister, Brother, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandmother, Grandfather, Grandchildren, Stepson, Step-daughter (on both sides of the family).

When an employee attends the funeral of an immediate family member, specifically Great Grandfather, Great Grandmother, immediate Aunt(s), immediate Uncle(s) they shall be entitled to eight (8) hours pay at his/her regular rate for the day of the funeral, provided that such payments are made only in respect to absence from work on his/her regular work day. If an employee should request time off for attendance at the funeral of a spouse's Great Grandfather, Great Grandmother, immediate Aunt(s), immediate Uncle(s) the day of the funeral will be granted at no pay.

ARTICLE 20 RENEW OF LICENSES

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

ARTICLE 21 CLOTHING

21.01 Oilskin aprons, oilskin sleeves, gloves, hair nets, head coverings and knives specified by the Company as required for work will be supplied to employees but such items shall remain the property of the Company and shall not be removed from the Company's premises.

Launderable outer work clothing specified by the Company as required for work will be supplied to employees. The Company will make the necessary arrangements for the laundering of such clothing. Notwithstanding the above, the deposit system

presently in effect for leather gloves, jackets, coveralls and smocks shall continue in effect. The Company will provide a \$30.00 allowance towards the costs of frock liners if employees purchase a frock liner during the course of this Collective Agreement.

Employees with more than six (6) months' seniority, who purchase C.S.A. approved safety footwear for use on the job, will receive an allowance of up to \$100.00 towards such purchase. Employees with less than six (6) months' seniority who purchase C.S.A. approved safety footwear shall be reimbursed up to \$100.00 towards such purchase on attainment of six (6) months' seniority. **Effective February 1, 2004, increase allowance to one hundred and fifteen dollars (\$115.00). Effective February 1, 2005, increase allowance to one hundred and twenty-five dollars (\$125.00).** For a subsequent purchase, employees will again become eligible for this allowance one (1) year from the date of their previous purchase under this provision.

Tool Allowance

Employees in the mechanical group will be granted a tool allowance of up to five hundred dollars (\$500.00) during the course of the Collective Labour Agreement for the replacement of tools required by the company, which are broken or worn out on the job. The allowance may also be used for the purchase of new tools, required by the company to maintain new equipment or to employ new techniques.

New employees in the mechanical group will not be eligible until they have completed twelve (12) months service on the job.

ARTICLE 22 GOVERNMENT REGULATIONS

22.01 It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party, which in any way contravenes laws, orders or regulations issued by, or under authority of, the Government of Canada or that of the Province of Ontario, or such agency as may be deputed by either of such Governments from time to time in regard to wages, bonus, hours, conditions of labour or other related matters.

ARTICLE 23 UNION NOTICES

23.01 During the life of this Agreement, the Company agrees to permit Union Officers, who are employees of the Company, to put notices of Union meetings or of other

matters of interest to Union members upon bulletin boards customarily used for such purposes, provided all such notices are to be first approved by the manager, or his/her designated representative.

The Union agrees to refrain from distributing any other notices or publications upon the Company's premises, and to distribute any printed material at the gates only after working hours.

ARTICLE 24 PLANT CLOSING

24.01 When it becomes necessary to close the plant or a substantial portion of the plant and it is not expected that those affected will be re-employed, a separation allowance will be paid to employees subject to the following:

- a) They have one (1) or more years' seniority.
- b) They are actively employed with the Company and accumulating seniority or have been laid off within the thirty (30) day period preceding the date of notice of Closing. Employees on leave of absence up to one (1) year, and employees receiving Workers' Compensation or off sick will be eligible, provided they have not been off work in excess of the time limits corresponding to seniority as set out in Article 13.
- c) They have not refused an offer of employment by the Company in the same plant or in another unit of the business, the location of which is reasonably accessible to the location of the place of employment from which the employees are being separated.
- d) They have not refused an offer of employment the requirements of which are not substantially different from the work previously performed and provided they cannot be reasonably expected to perform the offered work satisfactorily.
- e) They have not been granted retirement on pension.
- f) They have not been transferred to another plant.
- g) The closing is not brought about by war, strike, walkout, work stoppage, slow down or other cessation of work, fire, government action, or Act of God.

- h) In order to qualify for separation allowance employees will continue to work in a satisfactory manner as long as required.
- i) The scale of separation allowance shall be as follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>AMOUNT</u>
1	\$ 300.00
2	\$ 400.00
3	\$ 500.00
4	\$ 600.00
5	\$ 700.00
6	\$ 850.00
7	\$1,000.00
8	\$1,150.00
9	\$1,300.00
10	\$1,450.00
11 to 20	The ten year allowance plus \$250.00 for each year over ten.
21 and over	The twenty year allowance plus \$325.00 for each year over twenty.

24.02 Employees who accept separation pay under the provisions of this clause shall on so doing terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

24.03 In respect to those employees who are eligible for separation allowance under this Article the Company will continue to contribute to the Group Life Insurance, Medical-Surgical, Extended Health Care and Hospitalization plans. Such contributions shall continue for a period of up to three months following the month in which the plant is closed and will be made on the basis existing at the time of dosing.

ARTICLE 25 DURATION OF AGREEMENT

25.01 This Agreement shall remain in full force and effect February 1, 2003, until the 30th day of March 2006, and shall thereafter automatically renew itself from year to

year, unless a notice of termination or of amendment is given by either party to the other in writing **anytime within 90** days before the expiry date of the Agreement. If such notice is given, this Agreement **shall remain in force** during the period of negotiations.

Sub-titles of the provisions of this Agreement are for index purposes only and are not intended as a guide to interpretation of the Agreement.

In signing the foregoing Agreement the parties hereto recognize that no rigid rules can of themselves secure mutual co-operation which both parties agree is essential alike to the welfare of the business and to that of the employees.

It is, therefore, of paramount importance to all concerned that the spirit of this Agreement be followed as faithfully as the written terms.

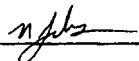
With this in mind the parties hereto pledge their best endeavour to carry out the provisions of this Agreement in a spirit of goodwill, tolerance and understanding.

SIGNED this 19th day of September, 2003.

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

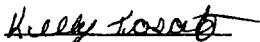
MAPLE LEAF FOODS INC.
BRANTFORD, ONTARIO

Virginia Haggith



Kim Hickey

Patricia Sherwood



APPENDIX "C"

Office Janitor

APPENDIX "D"

I. JOB CATEGORY CLASSIFICATION SYSTEM

- (a) Subject to the following provisions, regular full-time, probationary, part-time and student employees shall receive the applicable wage rates set out in **Appendix "D", Section 2** Schedule of Wage Categories for the classifications to which they are regularly assigned, provided they are qualified.
- (b) An employee shall receive the applicable category rate after he/she has been assigned to the **classification** concerned for a period of six (6) weeks and is qualified, subject to (e) or (f) below.
- (c) When an employee is regularly assigned to classifications in more than one **wage** category he/she shall be paid an hourly wage rate determined by bringing into account the actual percentage of time worked in the highest rated category and the balance of the total time worked in the next highest rated category. When such an employee regularly works 75% or more of his/her time in the highest rated category he/she shall be paid the rate for that category.

The above hourly wage rate calculation will be subject to (e) or (f) below.

- (d) When an employee is required to temporarily fill a job in a higher rated category he/she shall receive the higher rate, but if required to temporarily fill a job in a lower category he/she shall receive his/her regular rate, subject to (e) or (f) below.
- (e) "The starting rate for new employees hired prior to July 22, 2000, will be 80% of the applicable category. Automatic increases of 5% of the category rate will be granted on the completion of each 6 months' service, except that after twenty-one months service, the category rate will be paid."

New part-time employees hired prior to July 22, 2000, shall receive a starting rate of 80% of the applicable category. Automatic increases of 5% of the category rate will be granted on the completion of each one thousand (1,000)

hours worked. After four thousand (4,000) hours worked, they will be paid the rate of the category as set out in Appendix "D", Section 2 - Schedule of Wage Categories.

- (f) It is agreed that the differential for new employees applicable to all other employees will not apply to those in the Mechanical or Engineers categories. The starting rate for new employees hired in the Mechanical or Engineers categories will be 0.50¢ per hour below the category rate. An automatic increase of 0.25¢ per hour will be granted on the completion of 3 months' service. After 6 months' service, the category rate will be paid.
- (g) Lead Hands designated by the Operations Manager shall be paid a premium over their calculated wage rate for the duration of the assignment, on the following basis:

Lead Hands - fifty cents (50¢) per hour.

2. SCHEDULE OF WAGE CATEGORIES

PRODUCTION	Effective Feb 1/03	Effective Feb 1/04	Effective Feb 1/05
Category 4	\$15.54	\$15.84	\$16.14
Gravy Maker Line Operator Freezer/Fryer/Oven Operator Hayssen Operator Formulator Massager Waste Water Sanitation			
Category 3 (e)	\$15.28	\$15.58	\$15.88
Quality Control Shipper-Receiver			
Category 3	\$15.24	\$15.54	\$15.84
Set up and Maintain Equipment Pastry Maker Fork Lift Operator			

	Effective Feb 1/03	Effective Feb 1/04	Effective Feb 1/05
Category 2	\$14.34	\$14.64	\$14.94
Pie Line Attendant			
Plate Freezer Operator			
Skidding			
Dicing			
Comatrol			
Sepomatic			
Category 1	\$14.04	\$14.34	\$14.64
General Labour			
Packer			
Spreader			
Inspection			
Janitor/Janitress			
MECHANICAL			
Category 3			
Electrician 'A' (fully qualified with Provincial Certificate)	\$22.05	\$22.35	\$22.65
Millwright "A" (fully qualified with Provincial Certificate)	\$22.05	\$22.35	\$22.65
1st Class Engineers or Refrigeration B	\$22.05	\$22.35	\$22.65
Category 2	\$17.53	\$17.83	\$18.13
General Maintenance 'A'			
Category 1	\$14.62	\$14.92	\$15.22
Maintenance Help			
ENGINEERS			
2nd Class Engineers	\$21.70	\$22.00	\$22.30
3rd Class Engineers	\$21.55	\$21.85	\$22.15
4th Class Engineers	\$21.55	\$21.85	\$22.15

New Hires After July 22, 2000Effective February 1, 2003

Full-time

	Category 1	Category 2	Category 3	Category 3a	Category 4
Start Rate	\$10.35	\$10.57	\$11.23	\$11.27	\$11.45
1st year	\$11.18	\$11.42	\$12.13	\$12.16	\$12.37
2nd year	\$12.01	\$12.27	\$13.03	\$13.07	\$13.29
3rd year	\$12.84	\$13.11	\$13.84	\$13.97	\$14.21
4th year - full	\$14.04	\$14.34	\$15.24	\$15.28	\$15.54

Part-time

	Category 1	Category 2	Category 3	Category 3a	Category 4
Start Rate	\$10.35	\$10.57	\$11.23	\$11.26	\$11.45
1st year	\$10.85	\$11.08	\$11.77	\$11.80	\$12.00
2nd par	\$11.35	\$11.59	\$12.31	\$12.35	\$12.58
3rd par	\$12.10	\$12.36	\$13.13	\$13.16	\$13.39
4th year - full	\$13.10	\$13.38	\$14.22	\$14.26	\$14.50

Student Rates

	category 1	Category 2	Category 3	category 3a	Category 4
1st year	\$9.22	\$9.42	\$10.02	\$10.05	\$10.22
Subsequent years	\$10.25	\$10.47	\$11.13	\$11.16	\$11.35

Effective February 1, 2004**Full-time**

	Category 1	Category 2	Category 3	Category 3a	Category 4
Start Rate	\$10.65	\$10.87	\$11.53	\$11.57	\$11.75
1st year	\$11.48	\$11.72	\$12.43	\$12.48	\$12.67
2nd year	\$12.31	\$12.57	\$13.33	\$13.37	\$13.59
3rd year	\$13.14	\$13.41	\$14.24	\$14.27	\$14.51
4th year - full	\$14.34	\$14.64	\$15.54	\$15.58	\$15.84

Part-time

	Category 1	Category 2	Category 3	Category 3a	Category 4
Start Rate	\$10.65	\$10.87	\$11.53	\$11.56	\$11.75
1st year	\$11.15	\$11.38	\$12.07	\$12.10	\$12.30
2nd year	\$11.65	\$11.89	\$12.61	\$12.65	\$12.86
3rd year	\$12.40	\$12.66	\$13.43	\$13.46	\$13.69
4th year - full	\$13.40	\$13.68	\$14.52	\$14.56	\$14.80

Student Rates

	Category 1	Category 2	Category 3	Category 3a	Category 4
1st year	\$9.43	\$9.63	\$10.22	\$10.24	\$10.41
Subsequent years	\$10.48	\$10.69	\$11.35	\$11.38	\$11.57

Effective February 1, 2005**Full-time**

	Category 1	Category 2	Category 3	Category 3a	Category 4
Start Rate	\$10.95	\$11.17	\$11.83	\$11.87	\$12.05
1st year	\$11.78	\$12.02	\$12.73	\$12.76	\$12.97
2nd year	\$12.61	\$12.87	\$13.63	\$13.67	\$13.89
3rd year	\$13.44	\$13.71	\$14.54	\$14.57	\$14.81
4th year - full	\$14.64	\$14.94	\$15.84	\$15.88	\$16.14

Part-time

	Category 1	Category 2	Category 3	Category 3a	Category 4
start Rate	\$10.95	\$11.17	\$11.83	\$11.87	\$12.05
1st year	\$11.45	\$11.68	\$12.37	\$12.40	\$12.60
2nd year	\$11.95	\$12.19	\$12.91	\$12.95	\$13.16
3rd year	\$12.70	\$12.96	\$13.73	\$13.76	\$13.99
4th year - full	\$13.70	\$13.98	\$14.82	\$14.86	\$15.10

Student Rates

	Category 1	Category 2	Category 3	Category 3a	Category 4
1st year	\$9.63	\$9.82	\$10.41	\$10.44	\$10.61
Subsequent years	\$10.69	\$10.91	\$11.57	\$11.60	\$11.79

3. CLASSIFYING NEW OF CHANGED JOBS

- (a) The Company will classify the job into the wage category schedule, based on comparisons with other jobs in the plant, and notify the Chief Steward, in writing.
- (b) In case of disagreement, the Union will give written notice to the Company stating the wage category in which, in the Union's judgement, the job should be classified, and a list of job comparisons explaining the basis upon which the Union's judgement was made. If notice of disagreement as set out above is not received by the Company within 60 days of the date the Chief Steward was notified of the wage category in which the job was classified by the Company, the category in which the job was placed by the Company will be considered the agreed category for the job.

Similarly, when the Company has advised the Union that there is no justification for reclassifying a job in a higher rated category where the Union alleges a job has been changed, the Union may give written notice of disagreement to the Company stating the wage category in which, in the Union's judgement the alleged changed job should be classified, and a list of job comparisons explaining the basis upon which the Union's judgement was made.

Following receipt of the Union's notice of disagreement, the Company, within 30 days, will submit the Union in writing, a list of job comparisons explaining the basis upon which the Company's judgement was made.

- (c) The disagreement will then be discussed by the Chief Steward and/or Unit Chairperson and Management representatives. A full-time representative of the Union may attend this meeting.

If no agreement is reached, the Union may refer the disagreement to arbitration as set out in Article 7, Section 6 by giving written notice to the Company, within 30 days following the above meeting, stating the Union's final judgement of the appropriate wage category and the list of job comparisons on which it will rely at arbitration. Following receipt of the Union's notice the Company will submit its final judgement of the appropriate wage category and the list of job comparisons on which it will rely at arbitration.

The Arbitrator, or Arbitration Committee, shall have only the authority to decide in favour of the wage category set by the Company or the wage category submitted by the Union, based on comparisons with other jobs in the plant as submitted on the final lists of job comparisons submitted by the parties. The Arbitrator's, or Arbitration Committee's, decision will establish the wage category which will be binding on both parties.

- (d) After the job is started the wage category set by the Company will be implemented and the applicable rate will be paid retroactive to the date that the job reached normal operation. Similarly, if subsequently the job is placed in a higher rated category as a result of a disagreement submitted by the Union, including at arbitration, the rate increase will be paid retroactive to the date that the job reached normal operation.

LETTER OF UNDERSTANDING #1

Between: **Maple Leaf Foods Inc., Brantford, Ontario,
(Hereinafter called "the Company")**

and

**United Food and Commercial Workers International Union,
Affiliated with the AFL, -CIO, and the Canadian Labour
Congress (CLC), local 175 (hereinafter called "the Union").**

R E CLOTHING SUPPLIES

This will confirm our understanding with respect to supplying clothing to employees.

Freezer coats will be made available to employees working in the freezer, or employees working outside in Winter.

Shippers will be supplied with snowsuits as in the past.

As employees rotate around vests sometimes are needed in certain areas of the plant. When this happens, vests will be made available to such employees.

SIGNED this 19th day of **2003.**

**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175**

**MAPLE LEAF FOODS INC.
BRANTFORD, ONTARIO**

LETTER OF UNDERSTANDING #2

Between: **Maple Leaf Foods Inc., Brantford, Ontario,**
(Hereinafter called "the Company")

and

United Food and Commercial Workers International Union,
Affiliated with the AFL, -CIO, and the Canadian Labour
Congress (CLC), local 175 (hereinafter called "the Union").

R E RECALL RIGHTS

This will confirm our understanding with regards to having a Union Representative present when the company is recalling employees.

The Company will continue as in the past to have a Union Representative present when recalling employees to witness that the calls were made, if the employee was unavailable.

SIGNED this 19th day of September, 2003.

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

MAPLELEAF FOODS INC.
BRANTFORD, ONTARIO

M. Johns

Kelly Rosato

LETTER OF UNDERSTANDING #3

Between: Maple Leaf Foods Inc., Brantford, Ontario,
(Hereinafter called We Company")

and

United Food and Commercial Workers International Union,
Affiliated with the AFL, -CIO, and the Canadian Labour
Congress (CLC), local 175 (hereinafter called We Union').

RE: PAST PRACTICE - ARTICLES #1, #7, #10.07, #18

This will confirm that the Company will live up to past practice regarding Articles #1, #7,
#10.07, #18.

SIGNED this 19th day of September 2003.

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

MAPLE LEAF FOODS INC.
BRANTFORD, ONTARIO



Kelly Roberts

LETTER OF UNDERSTANDING #4

Between: Maple Leaf Foods Inc., Brantford, Ontario,
(Hereinafter called "the Company")

and
United Food and Commercial Workers International Union,
Affiliated with the AFL, -CIO, and the Canadian Labour
Congress (CLC), local 175 (hereinafter called "the Union").

RE: OVERTIME

Step #1 If a person misses an overtime opportunity, which is not blatant, the Company will offer compensating time at both parties convenience, at the next available overtime opportunity (without taking the overtime from another employee) or within one (1) month period.

Failure to make up the time at the next opportunity will result in the employee being paid at their appropriate rate for the time missed.

Step #2 If the employee is missed a within a six (6) month period then that employee will be offered 50% (ie 50% of the missed time) or within another employee or within a one (1) month period.

Failure to make up the time at the next opportunity will result in the employee being paid at their appropriate rate for the time that was missed.

step #3 If the employee is missed again within the same (6) month period then that employee will receive the pay for the hours missed at their appropriate rate.

Blatant means: if an employee comes to a supervisor and tells them they were missed on the overtime opportunity before the overtime takes place or the Company has not updated the employees telephone number in the records after a change has been submitted by the employee.

If the employee is not missed within a six (6) month period they will be placed back into Step #1.

SIGNED this 19th day of September, 2003.

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

MAPLE LEAF FOODS INC.
BRANTFORD, ONTARIO

Kelly Tarrant

W. J. [Signature]

LETTER OF UNDERSTANDING #5

Between: **Maple Leaf Foods Inc., Brantford, Ontario,**
 (Hereinafter called "the Company")

and

United Food and Commercial Workers International Union,
 Affiliated with the AFL-CIO, and the Canadian Labour
 Congress (CLC), local 176 (hereinafter called "the Union").

R E PART-TIME EMPLOYEES

Subject to the following **conditions, the Company may** employ part-time employees who **will** not be entitled to the provisions of Article 10 and Article 11 and Article 13 of this Agreement.

- A) A part-time employee may not regularly work more than twenty-four (24) hours per week except between May 1st and September 15th.
- B) Hours worked by part-time employees should not exceed fifteen percent (15%) of the total number of hours worked by all employees in the plant except during the May 1st to September 15th period.
- C) It is agreed that if a part-time employee has completed 1040 hours of part-time work he/she will be considered to have part-time seniority and if he/she is hired to a full-time position as per (D) below, the part-time employee will be considered to have seniority effective the date of his full-time hire.
- D) If a full-time employee does not fill a job posting as per Article 14 then part-time employees may bid on the job posting based on the length of service and the criteria set out in Article 14.
- E) A full-time employee will not lose full-time employment as a result of his/her specific full-time job being split into the work of two (2) part-time employees.
- F) A full-time employee will not be sent home prior to his/her quitting time unless all part-time employees who are working on the same shift have been sent home, provided that the full-time employee can perform the work

the part-time employee is performing provided the Company does not incur overtime costs.

SIGNED this 19th day of September 2003.

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

MAPLE LEAF FOODS INC.
BRANTFORD, ONTARIO

Kelly Rossato

LETTER OF UNDERSTANDING #6

Between: **Maple Leaf Foods Inc., Brantford, Ontario,**
(Hereinafter called "the Company")

and

United Food and Commercial Workers International Union,
Affiliated with the AFL, -CIO, and the Canadian Labour
Congress (CLC), local 175 (hereinafter called "the Union").

RE: VACATION POLICY

The Company and the Union have agreed that the following policy ~~has~~ been and will continue to be in effect with regards to scheduling vacation.

To all employees who are **entitled** to more than two (2) weeks' vacation within the given year, please indicate your preferred two (2) weeks on the vacation forms as per the Collective Agreement.

All vacation requests must be submitted on or before April 1 each year. The Company will approve the vacation schedule by April 15. Vacation request resubmitted between April 16 and May 1 will be scheduled based on seniority. All other vacation request submitted after April 15 will be based on the first come first serve basis pending the final vacation schedule. All vacations that are not booked by October 15 will be booked by the Company/Employee. (A full week of vacation booked will take preference over single days after April 1).

All vacation requests submitted between the period of January 1 and April 1, for this same period, will be rescheduled based on first come, first serve.

The number of employees allowed off per job posting, per category at any given time will be a maximum of 10%. During volume reduced production periods, the maximum of 10% may be exceeded by the mutual agreement of the employee and the Production Manager.

All vacation forms may be found in the Supervisor's Office and in the Human Resources office. If you have any questions or concerns, please see your Supervisor or Human Resources.

SIGNED this 19th day of September, 2003.

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

MAPLE LEAF FOODS INC.
BRANTFORD, ONTARIO

Virginia Hoyt

nlhs

Bum Hickey

Heey rosato

LETTER OF UNDERSTANDING #7

Between: **Maple Leaf Foods Inc., Brantford, Ontario,**
 (Hereinafter called "the Company")

and

United Food and Commercial Workers International Union,
 Affiliated with the AFL, -CIO, and the Canadian Labour
 Congress (CLC), local 175 (hereinafter called "the Union").

RE: BOOKLET PRINTING

This will confirm the Agreement reached during 2003 contract renewal negotiations regarding the printing of booklet copies of the Collective Agreement.

The Company to accept invoice for \$300.00 (three hundred dollars) towards Booklet printing Costs.

SIGNED this 19th day of September, 2003.

**UNITED FOOD & COMMERCIAL
 WORKERS INTERNATIONAL UNION,
 LOCAL 175**

**MAPLE LEAP FOODS INC.
 BRANTFORD, ONTARIO**

Kelly Ross

M. Jones

LETTER OF UNDERSTANDING #8

Between: **Maple Leaf Foods Inc., Brantford, Ontario,**
 (Hereinafter called "the Company")

and

United Food and Commercial Workers International Union,
 Affiliated with the AFL, -CIO, and the Canadian Labour
 Congress (CLC), local 175 (hereinafter called "the Union").

R E UFCW LEUKEMIA FUND

The Employer agrees to deduct once during the month of May from each employee's pay an amount of ten (10) dollars subject to authorization by such employee. Such deductions shall be matched on a dollar for dollar basis by the Employer. The Employer shall forward said deductions to UFCW Local 175 by the end of May. The amount forwarded shall be donated to the UFCW Leukemia Fund.

SIGNED this 19th day of September, 2003.

**UNITED FOOD & COMMERCIAL
 WORKERS INTERNATIONAL UNION,
 LOCAL 175**

Kelly Kasato

**MAPLE LEAF FOODS INC.
 BRANTFORD, ONTARIO**

M. Johns

LETTER OF UNDERSTANDING #9

Between: **Maple Leaf Foods Inc., Brantford, Ontario,**
(Hereinafter called "the Company")

and

United Food and Commercial Workers International Union,
Affiliated with the AFL, -CIO, and the Canadian Labour
Congress (CLC), local 175 (hereinafter called "We Union").

RE: PRODUCTION LEVELS

During the life of the agreement, should there be a need to increase production levels, beyond current capacity levels the Company and the Union will mutually agree on a process to achieve desired production levels. Any agreement reached by the parties will not be implemented unless ratified by the membership.

SIGNED this 19th day of September, 2003.

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

Holly Tereota

MAPLE LEAF FOODS INC.
BRANTFORD, ONTARIO

M. J. [Signature]

LETTER OF UNDERSTANDING #10

Between: Maple Leaf Foods Inc., Brantford, Ontario,
(Hereinafter called "the Company")

and

United Food and Commercial Workers International Union,
Affiliated with the AFL, -CIO, and the Canadian Labour
Congress (CLC), local 175 (hereinafter called "the Union").

RE: MECHANICAL CATEGORY 3 - HIGHER WAGE RATES

The Company reserves the right to pay higher than the wage rates set out within the Collective Agreement and its Appendices and Letters of Understanding for the positions in Mechanical Category 3. This will only occur for the purposes of recruiting new/replacement/licenced employees. In the event that this is necessary, the Company will demonstrate to the Union that they were not successful in recruiting qualified and suitable employees at the applicable starting rate. At such time, all current employees within Mechanical Category 3 will receive an equivalent increase, and the Category rate will be adjusted accordingly. Prior to doing so the Company will inform the Union of the Company's decision.

SIGNED this 19th day of September, 2003.

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

MAPLE LEAF FOODS INC.
BRANTFORD, ONTARIO

Hilly Roberts

M. J. [Signature]

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