

TEXT OF AGREEMENT

BETWEEN

**Maple Leaf Meats Inc.
21 Brockley Drive
Hamilton, Ontario**

AND

**United Food and Commercial Workers
International Union,
Local 617P**

March 25, 1998 - August 31, 2001

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THIS AGREEMENT BETWEEN

Maple Leaf Meats Inc, 21 Brockley Drive,
Hamilton, Ontario
(hereinafter called "the Company")

AND

United Food and Commercial Workers
International Union, Local 617P
(hereinafter ~~called~~ "the Union")

PURPOSE

That the purpose of this agreement is to maintain a harmonious relationship between the Company, Maple Leaf Meats Inc., 21 Brockley Drive, Hamilton, Ontario who produces such work as ~~meat~~ processing, smoking, packaging, poultry processing, freezing and/or other agricultural activity and its employees by establishing formal procedure for the determination of wages, hours and working conditions and for the settlement of grievances.

ARTICLE 1 - RECOGNITION

- 1.1 The Company recognizes the Union as the exclusive bargaining agency for all employees of Maple Leaf ~~Meats~~ Inc., 21 Brockley Drive, in the city of Hamilton, Ontario save and except forepersons, persons above the rank of foreperson, office, clerical, technical and sales staff.
- 1.2 Subject to the following conditions, the Company may employ part-time employees who are covered

by Articles 3 and 4 of the Agreement but **are** not entitled to the provisions of Articles 9.1(a), 9.1(d), 9.4, **9.5(b)**, 9.6, 9.8 and 9.9, Article 10, Articles 11.2(c), 11.2(d) and **11.3, Article 13, Articles 14.1, 14.2, 14.3 and 14.4, Article 15 and Articles 17.13 and 17.14 of this Agreement:**

- a) The Company will not use part-time employees to **displace a full-time employee who was hired** prior to October 1, 1997.
- b) Hours worked by part-time employees should not exceed 35% of the total number of hours worked by all employees in the plant in any calendar quarter.
- c) A part-time employee will not work **more than 24 hours per week except between May 1st and September 1st inclusive, when a part-time employee may work up to 40 hours per week.**
- d) Part-time employees will be paid **\$8.50 per** hour.
- e) Part-time employees will be paid **time** and one-half **after 8 hours per shift.**
- f) Part-time employees will not **have** part-time **seniority until** they have worked 1040 hours. Their **name will** then be added to the part-time **seniority list** which will be **separate and distinct from** the **seniority list** for full-time employees.

g) Provided that they can perform the required work, **part-time** employees will be offered, in order of their part-time seniority, additional hours of work, to a maximum of twenty-four (24) hours per week except between May 1st and September 1st inclusive when the maximum will be increased to forty (40) hours per week.

h) Provided that they can perform the required work, **part-time** employees who have an application for **full-time** employment on file with the Company will be offered **full-time** employment, in order of their part-time seniority. Their total number of part-time hours worked will be divided by 40 in order to determine the number of weeks of **full-time** seniority that they will be given for the purpose of placing them on the seniority list for **full-time** employees.

When a part-time employee gives an application for **full-time** employment to the Company, a copy of such will be given to the Union.

i) **Full-time** employees who were hired subsequent to October 1, 1997, will not be laid off while a part-time employee is still employed provided that a laid off **full-time** employee is willing and able to perform the required work of the ~~part-time~~ employee. If a **full-time** employee is given notice of layoff, he/she will inform the Company, in writing, at

the time when he/she receives notice of **layoff**, whether he/she is willing to perform **part-time** work. When a **laid off full-time employee who** was **hired** subsequent to **October 1, 1997**, works part-time, he/she **will** be subject to all of the provisions of **Article 1.2**, including being paid **\$8.50 per hour**.

- j) **Part-time employees** will be paid statutory **holiday pay and vacation pay** in **accordance** with the provisions of **Ontario** legislation.
- k) Part-time **employees** will not have **credited** service and **will not** be eligible for benefits coverage or for contributions **on their behalf to CCWIPP**.
- l) Relatives of **full-time** employees who **seek** part-time employment will be given preference of **employment** for **part-time** jobs.

Reference will be defined as follows:

Applications for part-time **employment** from relatives of **full-time employees** will be given preference **when such** applicants have **equal** skills and work **records** to other applicants for part-time employment.

- 1.3 Persons **outside** the bargaining Unit **shall not** perform bargaining **Unit work**.
- 1.4 **Supervisory** personnel **shall not** be permitted to perform **work** normally performed by **an** employee in **the bargaining unit except:**

- a) **the work cannot be performed by bargaining unit employees because of skill requirements;**
- b) **special equipment to perform the work is not available to the Company;**
- c) **in the instruction and training of employees.**

ARTICLE 2 - MANAGEMENT RIGHTS

The **Union** acknowledges that **the management** of the plant and **the direction of the working forces** are fixed exclusively in the Company, and without limiting the generality **of the foregoing, the Union acknowledges that it is the exclusive function and the right of the company to:**

- a) **maintain order, discipline and efficiency, assign work and overtime and make and enforce plant rules;**
- b) **hire, discharge, classify, promote, transfer, layoff or suspend or otherwise discipline employees provided that if a non-probationary employee has been discharged or disciplined without just cause, a grievance may be filed and dealt with under the grievance procedure herein;**
- c) **determine the nature and kinds of business conducted by the Company, the kinds of machinery, equipment, tools and material to be used, the products to be manufactured, the schedules of work, the methods, processes and techniques of work, the size and makeup of the work force, the extension, limitation, curtailment or**

cessation of **operations**; establish **standards** of **quality** and quantity of production, subject to the provisions of the Collective Agreement.

ARTICLE 3 • UNION SECURITY

- 3.1 All employees **who**, on the date of the signing of this Agreement are union **members** in good standing or may **become** union **members** in good standing, **shall** as a condition of employment **maintain** union membership.
- 3.2 All new employees shall, as a condition of employment, **become** Union members after they have completed one working day and **remain** **Union members** in good standing. Employees shall be deemed to be **members** of the Union in good standing provided that they continue to pay their **Union** dues.

ARTICLE 4 • CHECK-OFF

- 4.1 The **Company** **agrees** to deduct in each pay period **from** wages due and payable to each employee **coming** within the scope of the bargaining unit the regular Union dues as defined in the **Local** Constitution. **Twice** the **regular** Union dues **shall** be deducted in any one **check-off where** the employee was absent or **has** insufficient pay in the check-off **immediately** preceding in **accordance** with the **Local** Constitution.
- 4.2 The **required** union initiation fee will be deducted by the company from the new

employees' pay, from which the first dues deduction is made.

- 4.3 The company will transmit the **total amounts** so deducted to the Secretary-Treasurer of **Local 617P**, United Food and Commercial Workers, 1129 Main Street East, Hamilton, Ontario L8M 1P2, on or before the fifteenth (15th) day of the month following, with an **alphabetical list** showing from whom **union** dues were deducted and **reasons** why no deduction was made.
- 4.4 The company will **show** the **amount** collected for **union** dues on the employees' T-4 slip each year.
- 4.5 The **union** agrees to save the company **harmless** from any **action** or claims by employees **against** the company **arising out** of deductions or payments made in **accordance** with this Article and **assumes** full responsibility for the disposition of the funds so deducted **once** they have **been** remitted to the Secretary-Treasurer.
- 4.6 Upon receipt of proper notification from the **union**, the company will deduct from **union** members such **special assessments** as are levied by the **union** in **accordance** with its Constitution and **By-Laws**, and will forward **such assessment**, together with a record of those from whom deductions were made, to the Secretary-Treasurer of the **Local union**.

ARTICLE 5 - STEWARDS AND UNION COMMITTEES

5.1 The Company agrees to recognize one steward, except as otherwise indicated, who must be an employee with seniority, in each of the following departments and on each of the specified shifts:

- Bacon Department • day shift
 - afternoon shift
- Wiener Department. • day shift
 - afternoon shift
- Sanitation • midnight shift
- Shipping/Receiving/Annex - day shift
- Maintenance • day shift
 - afternoon shift
 - midnight shift
 - plus 2 additional stewards

One of these stewards may also be designated as the Plant Chairperson and another as the Chief Steward.

A list of these stewards, including an indication of the stewards who are designated as the Plant Chairperson and the Chief Steward, will be supplied to the Company by the Union. The Company will be advised immediately by the Union, in writing, of any change to this list.

The Company recognizes that the Chief Steward and Department Stewards are required from time to time to investigate and process grievances or

discuss with supervisors other matters affecting employees. When it becomes necessary for the Chief Steward or a Department Steward to leave his/her job during working hours to attend to these matters, he/she will give his/her supervisor as much advance notice as possible, at which time the supervisor will make arrangements for the Chief Steward or Department Steward to be relieved within one hour after receiving such notice. The Chief Steward or Department Steward must advise his/her supervisor as to what the general nature of the business is and how much time that he/she will require. The Union agrees that there will not normally be duplication of duties or responsibilities of its stewards, however, it is recognized that there may be times when, because of circumstances, the Union or the Company may deem it necessary to have more than one representative attend to the matter. The Chief Steward must inform the appropriate supervisor of a department into which he/she is entering.

5.2 Labour Relations Committee

During the term of this Agreement, meetings between the Labour Relations Committee and the company will be held at least every month or such earlier time as may be agreed. The union or the company shall submit an agenda of the business to be transacted. The Labour Relations Committee shall consist of the Union Plant Chairperson and Chief Steward. The union

representative will be allowed to attend these committee meetings.

5.3 Union Grievance Committee

The union Grievance Committee, shall consist of the union Plant Chairperson, Chief Steward and the steward from the department concerned. A list of the Grievance Committee shall be supplied to the company and kept up to date.

5.4 Time spent by employees in Carrying out the functions of the above committees, shall be considered to be time worked and paid for by the company.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

6.2 No employee may file a grievance unless he has first discussed it with his supervisor and given the supervisor an opportunity to adjust the complaint. The employee may, upon request, be accompanied by his steward.

6.3 All grievances must be filed within three (3) working days of the circumstances giving rise to the grievance or when the employee knew or ought to have known of the circumstances giving rise to the grievance.

6.4 Should an employee file a grievance, it shall be processed in the following manner

FIRST STEP

The grievance shall be submitted in writing to the supervisor stating the nature of the grievance and the remedy. The grievance shall be discussed with the grievor and steward and the supervisor shall deliver his reply in writing within the (3) working days.

SECOND STEP

If the answer to the complaint is not satisfactory, the grievor and Chief Steward may present the grievance to the manager or his designate within three (3) working days of the supervisor's reply. The manager or his designate will deliver his reply within the (3) working days.

THIRD STEP

If the answer to the complaint is not satisfactory, the Chief Steward may present the grievance to the Management Committee or its designate within five (5) working days of the managers' reply. The grievance shall be discussed at a meeting of the Management Committee and the Union Grievance Committee and a representative of the union will be allowed to attend. The Management Committee shall deliver its reply in writing to the Chief Steward within five (5) working days of the meeting. If the answer is not satisfactory, the grievance may be referred to arbitration.

- 6.5 The union shall have the right to initiate a policy grievance and the company shall have the right

to initiate a grievance at **Step 3** of the grievance procedure and all provisions of the **Grievance and Arbitration Procedures** shall apply to such grievances. A policy grievance shall not be filed by an employee or could be the **subject** of a grievance **filed by an** employee.

6.6 a) **If an employee with seniority is dismissed, suspended or laid off and feels he has been unjustly dealt with, he may file a grievance within three (3) working days, beginning with Step 3 of the grievance procedure and shall be dealt with in accordance with the grievance procedure. The Plant Chairperson or steward shall be present for dismissal or suspension.**

b) Such grievance may be settled under the grievance procedure by:

(i) **confirming** the company's action;

(ii) reinstating the employee with full compensation and without **loss** of **seniority,**

(iii) by any other **arrangement** as may be **deemed** fair by the parties.

6.7 Any **time** limit may be extended by **mutual** agreement in **writing.**

ARTICLE 7 - ARBITRATION

7.1 If settlement **is** not **reached** through the procedure outlined in Article 6, the grievance **shall** be referred by the **union** or by **the** company

within ten (10) days following the reply following the Third Step meeting to an Arbitration Board of three (3) members, one to be appointed by the union, one by the company and a third who shall act as Chairman, to be mutually agreed upon by the nominees representing the two parties. This time limit may be extended by agreement between the union and the company.

- 7.2 Upon receipt of the name of the nominee appointed by the party submitting the grievance to Arbitration, the other party shall name its nominee. If it fails to do so within twenty-one (21) days, the party submitting the grievance to Arbitration shall request the Minister of Labour to do so. If agreement cannot be reached within fourteen (14) days as to the appointment of the Chairman, the party submitting the grievance to Arbitration shall request the Provincial Minister of Labour to appoint him.
- 7.3 The Arbitration Board is authorized to confirm the penalty in cases concerning the discharge of an employee or the Arbitration Board may substitute such other penalty as it deems just and reasonable in the circumstances.
- 7.4 A decision of the majority of the Arbitration Board shall be deemed to be the decision of the Board. In reaching its decision, the Board shall be governed by the provisions of this agreement and/or the jurisdiction of the Arbitration Board. Decisions by the Arbitration Board shall be final.

and binding on all parties concerned. The company and the union shall agree each to bear an equal share of expenses incurred, if any, by reason of the employment of the third member of the Arbitration Board.

ARTICLE 8 - NO STRIKE, NO LOCKOUT

- 8.1 The union agrees that neither it, its staff, nor any of the employees represented by it will instigate, counsel, encourage or participate in any strike, slow-down, work stoppage or other interference with production of work, whether complete or partial, while this Agreement continues to Operate.
- 8.2 The company agrees that it will not lock out employees covered by this Agreement while the Agreement continues to operate.

ARTICLE 9 - SENIORITY

- 9.1 a) Seniority is defined as length of *accumulated service* with the company *calculated* as elapsed time from the date he was employed by the company provided he successfully completes his probationary period. If his seniority is broken, such calculation shall be from the date he was employed following the *last break in his seniority*.
- b) Each January 15th, April 15th, July 15th and October 15th, or as otherwise agreed between the parties, the Company will give to the Chief Steward a seniority list showing the name, the

department and the seniority date of all employees who have seniority. A copy of this list will also be sent to the Union office.

- c) Each January 15th and July 15th, or as otherwise agreed between the parties, the Company will give to the Chief Steward a list of the paid rates, including group leader premiums, of all employees who have seniority. This list will show employee names and if an employee is rated on a job in the department of which he/she is a member at the time that the list is printed, the job on which he/she is rated.
 - d) An employee shall be considered to be on probation for his first ninety (90) days following his last date of hire. During this probationary period, the employee shall be considered temporary only and shall not be covered by the terms of this Agreement. It is agreed that a probationary employee may be disciplined, discharged or laid off at any time at the sole discretion of the company for any reason including work performance.
- 9.2 a) Absence from work because of bona fide sickness or accident shall not constitute a break in service.
- b) Leaves of absence authorized by the company in writing shall not constitute a break in service.

9.3 The following departments shall be recognized:

Bacon
Wiener
Maintenance
Sanitation
Shipping/Receiving/Annex

9.4 During the term of this Collective Agreement, when as a direct result of the introduction of new equipment or new products into this facility, the union and the company will sit down and implement new departments and rates subject to the provisions of the Collective Agreement.

9.5 a) The Company will post notice of a permanent job vacancy within seven calendar days of the date that Management determines that a permanent job vacancy exists. Notice of the vacancy, together with the job rate, will be posted on the main bulletin board for a period of ninety-six (96) hours. The job will be filled by the bidder with the highest plant seniority who is able to satisfactorily perform the work to be done. If no employee working or laid off on the plantwide seniority list bids the job, the most senior laid off employee will be recalled. Bid slips must be signed and dated, and time punched, to be honoured. It is agreed that the original vacancy and one subsequent vacancy shall be posted.

b) When a temporary job vacancy occurs that Management knows will last for more than

six weeks, the foreperson will offer, in order of Seniority, employees in the department who can satisfactorily perform the required work the opportunity to take the temporary assignment. It is agreed that the above process will only apply to the original temporary job vacancy.

If the rate of the temporary job is higher or lower than the employee's regular rate, the employee will be paid the rate of the temporary job for the duration of the temporary assignment.

- 9.6 An employee shall cease to have seniority, his name shall be removed from the seniority list and his employment terminated in the event:
- a) He is discharged for just cause which is not reversed during the grievance or arbitration procedure.
 - b) He quits.
 - c) He misuses a leave of absence or is employed elsewhere during a leave of absence.
 - d) He is absent due to sickness or accident for a period of more than twenty-four (24) months.
 - e) He is laid off for a period of twelve (12) months.
 - f) He is recalled from layoff and does not report for work within forty-eight (48) hours after he

has been requested to report by the Company unless reasons satisfactory to the Company are supplied. In the event the Company is unable to contact him, he fails to report within five (5) days of mailing of a registered letter to his address shown on the Company records.

- g) He is absent from work for three (3) working days without securing a leave of absence unless reasons satisfactory to the company are supplied.
 - h) He makes a false statement relevant to his employment on his application for employment.
- 9.7 Employees shall notify the office in writing of their proper post office address, and telephone number and the company will be entitled to fully rely upon the address and/or telephone number of the employees in its files in the case of giving notice to such employees. No employee shall receive consideration who fails to receive notice because of his/her failure to comply with this provision.
- 9.8 When increasing or reducing employees, seniority shall govern the matter, with the last laid off being the first recalled, providing that the employee can perform the work or can learn the job in a reasonable time. Employees being laid off will be given two (2) working days' written notice or pay in lieu thereof.

- 9.9 An employee with seniority who is on a shift on other than a temporary basis may request to change shifts with a more junior employee in his/her department who is performing the same job on other than a temporary basis on another shift. Such change of shift will be made as soon as reasonably possible provided that the employee requesting the shift change has not had a change of shift under the provisions of this Section within the previous 12 months.

ARTICLE 10 - TEMPORARY ASSIGNMENTS

- 10.1 When temporarily transferring employees from one department to another, the Company will transfer the most junior employee who has the skill and competence to perform the required work. An employee, who, because of his/her skill and competence, is temporarily transferred, out of order of seniority, to another department on a repetitive basis, may register his/her objection to such repetitive transfer to his/her foreperson and department steward, in which case the Company will have four (4) weeks to obtain a replacement who can perform the required work satisfactorily or to train another employee who possesses suitable qualifications and can qualify reasonably quickly for such temporary transfers.

No permanent transfer from one department to another shall be made except with the written consent of the employee.

- 10.2 An employee temporarily transferred to a higher paying classification shall be paid the rate for that classification for the time he performs such job. An employee who is temporarily transferred to a lower paying classification for the convenience of the company shall continue to be paid the rate of his regular classification.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.1 Employees may apply for leaves of absence without pay. Applications will be made in writing. Leaves of absence may be granted in the sole discretion of the company.
- 11.2 a) An employee who is chosen to attend a Union seminar and/or conference shall, upon one week's written notice to the Company, be granted a leave of absence without pay, not exceeding two weeks in duration, provided that the absence of such employee does not interfere with the efficient operation of the plant. The maximum number of employees granted such leave of absence at any time will be three, but not more than two from any one department.
- b) The company agrees to provide payroll service for employees absent under (a) and negotiations. The union will advise the company of the hours to be paid upon receipt of an account, agrees to reimburse the company.

c) An employee who is elected or appointed to a full-time position with the union shall upon one (1) month's notice be granted an extended leave of absence without pay for a period of up to one (1) year.

d) Upon one (1) month's notice to the company to return to work, he shall be placed in the job previously held without loss of seniority.

11.3 The Company will grant pregnancy and/or parental leave and benefits coverage during such leave(s) in accordance with the Employment Standards Act of Ontario. Under no circumstances will the benefits coverage referred to in the preceding sentence continue for a period of less than seventeen weeks.

ARTICLE 12 - RELATIONSHIP

12.1 Neither the company nor any person acting for the company shall in any manner seek to dominate, influence, hinder or discriminate against the lawful activities of the union or against any present or prospective member of the union.

12.2 The company and the union agree there will be no discrimination against employees and union members because of race, colour, sex, creed, national or ethnic origin.

- 12.3 The use of **the masculine** gender in this Agreement shall also be considered to include the feminine.
- 12.4 The company **agrees** to provide a bulletin board in an area **accessible to** employees in the plant for the purpose of **posting** meeting notices and official **union information**. Such **postings** shall not be political or **controversial** and are subject to approval by **the company**.
- 12.5 The **Company agrees to admit to** its office **the** authorized **representative** of the **Union** for **the purpose of dealing** with **the administration** of this agreement provided he obtains the consent of the manager.

ARTICLE 13 - PAID HOLIDAYS

- 13.1 The Company will pay employees eight (8) hours' pay at their **regular** rates, for each of the holidays **listed** below:

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

If any of the holidays listed above fall on a **Sunday**, the Monday following will be observed and where Monday is also a holiday, the Tuesday will be observed in lieu of Monday. If any of **the** holidays listed above **fall** on a Saturday, the Friday preceding will be observed

and where Friday is also a holiday, the Thursday will be observed in lieu of Friday,

The Company will also grant employees one floater holiday to be taken on a day to be agreed upon between Management and the employee. A floater holiday will not be granted in the prime vacation period from May 1st to August 30th.

- 13.2 If the Company requires work to be performed on any of the holidays listed above, the Company will advise the employees at least three (3) working days in advance.

If an employee does work on any of the holidays listed above, he/she will be paid one and one-half times his/her regular rate for all hours worked on such days, in addition to any payment to which he/she is entitled under Article 13.1.

- 13.3 An employee will not be paid for any of the above holidays unless he/she works his/her last regularly scheduled work day preceding and his/her first regularly scheduled work day following the holiday. Notwithstanding the preceding sentence, if an employee does not work his/her last regularly scheduled work day preceding and/or his/her first regularly scheduled work day following a holiday but is paid by the Company for such day or days, as the case may be, as a result of being on vacation, bereavement leave or jury or crown witness duty, the employee will be eligible to be paid for the holiday.

An employee may ~~be~~ absent due to ~~his/her~~ illness ~~on his/her~~ last regularly scheduled work day preceding the holiday or ~~his/her first~~ regularly ~~scheduled work~~ day ~~following the~~ holiday, ~~but not both days,~~ and upon ~~presenting~~ ~~medical~~ evidence ~~satisfactory~~ to the Company, ~~the~~ employee will be eligible for ~~payment~~.

If ~~an employee is~~ laid off or recalled in the payroll ~~week~~ in ~~which~~ a holiday ~~falls,~~ provided that the employee qualifies for payment for the holiday under all of the provisions of Article 13, ~~he/she~~ will receive eight (8) ~~hours'~~ pay at ~~his/her~~ ~~regular~~ rate for the holiday, provided that ~~he/she~~ receives pay for ~~hours~~ worked in such payroll week.

- 13.4 ~~If~~ a holiday listed above falls within an employee's vacation ~~period,~~ provided ~~that~~ the employee qualifies for payment for the holiday under all of the provisions of Article 13, ~~he/she~~ ~~will~~ be paid for the holiday ~~at the time~~ that it ~~falls~~ but ~~may~~ also elect to take ~~an~~ additional day ~~off~~ without pay to replace the holiday. If the employee elects to take ~~an~~ additional day ~~off~~ without pay to ~~replace~~ the holiday, it must be taken ~~within 12 months~~ of the ~~date~~ of such holiday and on a ~~day~~ to be agreed upon ~~between~~ Management and ~~the~~ employee.

When a ~~holiday~~ falls on an employee's ~~regular~~ day ~~off,~~ (~~excluding~~ Saturday or Sunday), ~~he/she~~

will observe his/her next scheduled work day as the holiday.

- 13.5 Pay received for a holiday will be considered as hours worked.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.1 a) The normal work week shall be forty (40) hours and the normal work day shall be eight (8) hours on any five consecutive calendar days except Sunday. Hours worked in excess of the normal work day or the normal work week shall be termed overtime and paid at the rate of time and one-half the employee's regular straight time rate of pay except that if an employee is paid one and one-half times his/her regular rate for any hours worked prior to reaching forty (40) hours worked in a week, such hours paid at time and one-half will not count as part of the forty (40) hours worked in a normal work week that require further payment of time and one-half for hours worked in excess of the normal work week.
- b) Except as set out below, when the Company changes an employee's scheduled hours of work from his/her present schedule to another schedule, the employee will be entitled to 24 hours' notice of the schedule change unless the schedule change is with the agreement of the employee. If the schedule change is not with the agreement of

the employee and the Company fails to provide 24 hours' notice of the schedule change, the employee will be paid one and one-half times his/her regular rate for all hours worked outside his/her previous schedule until the expiry of the 24 hours' notice.

When the Company changes an employee's scheduled work week from a Monday to Friday schedule to a scheduled work week which includes Saturday, the employee will be entitled to 30 calendar days' notice of the schedule change unless the schedule change is with the agreement of the employee. If the employee is moved back to a Monday to Friday schedule, the employee will be entitled to 7 calendar days' notice of the schedule change unless the schedule change is with the agreement of the employee.

- 14.2 Overtime shall be on a voluntary basis and the Company will distribute overtime work, as evenly as possible, amongst qualified employees with seniority within a department who normally perform the work required. Probationary employees in a department may only work overtime on Monday to Friday inclusive if there is no employee with seniority working on the same shift who is qualified to perform the required work and willing to work the overtime required by the Company. Probationary employees in a department may only work overtime on Saturday and/or Sunday if there is

no employee with seniority who is qualified to perform the required work and willing to work the overtime required by the Company.

Employees *shall* be advised of possible overtime work as soon as the Company is aware of the need for such work.

14.3 Sunday Work

Full-time employees will be paid at time and one-half their straight time rate for all hours worked on calendar Sundays.

14.4 Saturday Premium

Except as set out below, full-time employees will be paid a premium of one dollar (\$1.00) per hour for hours worked at straight time rates on calendar Saturdays. This premium will not be considered as part of such employees' basic rates.

If an employee, who works on a Monday to Friday schedule, chooses to work on Saturday when he/she has worked less than forty (40) scheduled hours of work, he/she will only be paid time and one-half his/her regular rate for hours worked in excess of forty (40) hours and will not be paid Saturday premium for any hours worked on calendar Saturday.

14.5 Reporting Allowance

Unless he has been notified beforehand not to report for work, an employee reporting for work at his scheduled starting time shall be provided

with a **minimum** of **four (4)** hours' work or pay in lieu except **in** the case of **an** Act of God or in the **case** of an employee returning after absence.

ARTICLE 15 - VACATIONS AND VACATIONPAY

15.1 ~~An employee shall receive an annual vacation~~ with pay in **accordance** with his year8 of employment, attained during the **current** calendar

- After one **(1)** year of service • two weeks
- After five **(5)** years of **service** • three weeks
- After twelve **(12)** year8 of service • **four** weeks

15.2 The company ~~will~~ give preference to **seniority** in ~~scheduling~~ vacations ~~within~~ the department subject to ~~maintaining~~ the efficient **operation** of the plant. Notice will be ~~posted~~ by February 1 of the current year requesting employees to **state** ~~their~~ preference of vacation **dates**. Employees shall ~~submit~~ their vacation preference by February **28**. The company shall ~~post~~ the vacation schedule by April 1. ~~Request~~ to re-schedule vacation after April **1** ~~will~~ only be considered on a "first come, first serve" basis, providing ~~re-scheduling~~ does not ~~interfere~~ with the vacations of other employees or ~~with~~ the efficiency of the **operation**.

- 15.3 Vacation pay will be 2% of the employee's wages for the preceding **calendar year** or forty **hours pay at his basic straight time rate** for each week of vacation entitlement. Vacation pay shall not be **reduced due to time lost from** work for Workers' compensation.
- 15.4 **An** employee **quitting** or leaving **his employment** for other reasons shall receive accumulated and unpaid vacation pay.

ARTICLE 16 - SAFETY

- 16.1 The company agrees to **make** reasonable and proper provisions **for the maintenance of high standards** of health and safety in the **workplace**. The company shall comply with applicable legislation and regulations.
- 16.2 Where the nature of the work or working conditions **so require** the employees shall be **supplied at the company's expense**, with all necessary tools, protective clothing, safety equipment and other protective devices which shall be **maintained and replaced where necessary, at the company's expense**.
- 16.3 The Company will give a copy of the **Form 7** to the Plant **Chairperson** by not **later** than the working day following the day on which the **Form 7** is sent to the Workplace Safety **Insurance Board**.
- 16.4 **Where specified** by the Company as required for work in the plant, knives, steels, ~~and~~ white coats,

white pants, hair nets, arm **guards**, mesh gloves, **cotton** gloves, plastic gloves, plastic aprons, plastic sleeves and rubber boots will be supplied to employees at no **cost**. Thermal coats/vests will normally be supplied to employees at no **cost** once every **three** years, however, if an employee's thermal coat/vest **becomes** worn out prior to the expiry of the **three year period**, the Company will issue the employee a **replacement when required provided that the thermal coat/vest has only been** subjected to **normal usage** and not to **abuse** by the employee. Such articles **remain** the property of the Company and, except with **permission**, **shall** not be **removed from** the Company's premises and must be **returned** for new issue or upon **separation** of the employee. Such articles not **returned** when worn out or upon separation will be paid for by the employee.

ARTICLE 17 - GENERAL

- 17.1** All employees **are** expected to attend work **as** scheduled. When an employee is unable to **report** for work as scheduled, he **shall** notify his supervisor **at** least **thirty** (30) minutes prior to his scheduled **starting** time except when unable to do so **due** to events beyond his **control** and **advise** why he is unable to **report** and when he will be **returning** to work.
- 17.2** It is agreed **that** neither **party** to **this** agreement **shall enter into** any agreement or contract with the employees which conflicts with the **terms** and provisions of **this** agreement.

17.3 An employee who is required to work more than nine and one-half (9½) hours on any shift will be paid a meal allowance of \$5.50.

Effective September 1, 1999, the amount of the meal allowance will increase from \$5.50 to \$6.00.

Effective September 1, 2000, the amount of the meal allowance will increase from \$6.00 to \$6.50.

17.4 The company agrees to give to all employees covered by this agreement two (2) coffee breaks in each shift, one in the first half and one in the second half of the shift, of fifteen (15) minutes duration each, and every two (2) hours thereafter when working, except where the employee is provided with a hot meal. These coffee breaks shall be as close as possible to the middle of the shift and will be staggered where practical.

17.5 The company will allow employees a reasonable time for changing clothing and equipment necessitated by changing working conditions.

17.6 Employees injured on the job will be supplied transportation to the company doctor, or to their own doctor if they so desire, and will be driven home if unable to continue work.

17.7 When an employee attends the funeral of an immediate relative he shall receive eight (8) hours' pay at his 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 of absent ~~from~~ work on his regular work days. For the purpose of this clause, an immediate relative shall be one of the following: ~~mother~~, father, wife, husband, daughter, ~~son~~, father-in-law, mother-in-law, sister, brother, ~~grandparents~~ (both sides of the family), ~~grandchildren~~ and ~~step-parents~~.

- 17.8 When an employee is notified of a death of an immediate relative and is unable to attend a funeral, he shall receive Sixteen (16) hour's pay (two days) at his regular rate provided that such payments are made only in respect of absence ~~from~~ work on his regular work days. For the purpose of this clause, an immediate relative shall be one of the following: mother, ~~father~~, wife, husband, daughter, ~~son~~, father-in-law, mother-in-law, sister, brother, ~~grandparents~~ (both sides of the family), ~~grandchildren~~ and ~~step-parents~~.
- 17.9 Lead hands shall be defined as a person who performs work and directs work of others, and shall not have authority to hire, fire, suspend, or otherwise penalize other employees, and he shall be a union member.

Lead hands will not receive preferential treatment where daily overtime is concerned, or daily hours worked when a supervisor is present in the department. Lead hand jobs will be posted,

but **seniority, skill and competence**, and attitude will be equal criterion for selection.

17.10 If an employee is **called** for Jury Duty or **required** under a subpoena as a **crow**n witness while on the **active payroll on his normal work** day, the company **agrees** to pay the equivalent of an eight (8) hour day at **straight time** ~~the~~ **least** the amount received for Jury **Duty** pay or **crow**n witness fees.

17.11 a) **Warnings** on an employee's **record** are to be **withdrawn and removed** after one year provided **that** there is no other **warning** or has not **been** any other **warning** in the employee's **file**.

b) No disciplinary action shall be considered when the **circumstances giving rise** to it were **more than three (3) full working days** after the **facts** occurred, or **were known**.

17.12 The **union**, the Chief **Steward**, and the **department steward** will be notified in writing of all written **reprimands, dismissals, and quitting**, of **union employees** not later **than 24 hours** from the **time** of **occurrence**.

17.13 **Tool Allowance**

Employees of the Maintenance Department shall, upon **presentation** of tools **which are broken or worn out on the job and which are specified** by the Company **as being required for the job**, be **reimbursed** for the **replacement cost** of such tools, to a maximum of \$150 per **calendar** year.

A new employee in the Maintenance Department will be eligible for tool allowance as of January 1st of the calendar year following his/her entry into the Maintenance Department.

17.14 **Emergency Call-In**

An hourly rated employee who, after leaving the company's premises, is specially called in at any time outside his normal working hours, shall be through when the emergency is over, but shall, nevertheless, be paid for a minimum of four (4) hours ~~at time~~ and one-half (1%) for the time spent on the emergency work outside his scheduled hours.

17.15 **Safety Footwear Allowance**

Full-time employees with more than six (6) months of credited service and part-time employees with part-time seniority, who purchase C.S.A. approved safety footwear for use on the job, will be reimbursed up to \$65.00 toward such purchase. Full-time employees with less than six (6) months of credited service and part-time employees who do not have part-time seniority, who purchase C.S.A. approved safety footwear for use on the job, will be reimbursed up to \$65.00 toward such purchase on attainment of six(6) months of credited service or part-time seniority, as the case may be. For a subsequent purchase, employees will again become eligible for this allowance one year from the date of their previous purchase under this provision.



Effective January 1, 2000, the safety footwear allowance will be increased from \$65.00 to \$75.00.

ARTICLE 8 - WAGES & BENEFITS

Wages and Benefits will be part of Appendix A & B.

ARTICLE 19 - DURATION

This Agreement shall be in full force and effect from the 25th day of ~~March~~ 1998 until the 31st day of August 2001, and from year to year thereafter unless either party gives notice in writing to the other of termination or of amendment not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration.

Pending and during the conduct of negotiations either for a new contract or to amend the existing contract, this agreement shall remain in full force and effect.

Signed this 21st day of December, 1998.

**UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION,
LOCAL 617P**

**MAPLE LEAF MEATS INC.
21 BROCKLEY DRIVE
HAMILTON, ONTARIO**

**Mr. LeCouter
W. Massi**
Larry J. Fisher

**C. Caldwell
D. Shechner
J. E. Book
N. E. Courtney**

APPENDIX A

Job	Hourly Wage Rate			
	Effective 03/25/98	Effective 08/31/98	Effective 08/31/99	Effective 08/31/2000
General Labour Sanitation Janitor	\$11.35	\$11.55	\$11.85	\$12.10
Machine Operators Shipper/Receiver Palletizer/Material Handlers Spreader/Scale Q.C. Scale	\$11.60	\$11.80	\$12.10	\$12.35
Smoke House Operator	\$12.35	\$12.55	\$12.85	\$13.10
Plant Utility Operator	\$12.85	\$13.05	13.35	13.60
Apprentice Millwright/Electrician	\$11.85	\$12.05	12.35	12.60
Set-up/Creaser	\$12.85	\$13.05	13.35	13.60
Maintenance B no License	\$14.85	\$15.05	15.35	15.60
Electrician with License Millwright with License	\$17.35	\$17.55	\$17.85	\$18.10
Millwright with License (trainer) Electrician with License (trainer)	\$18.10	18.30	18.60	18.85

Apprentices to be paid Class B on the last year.

Shift premium

A premium of twenty-five cents (25¢) per hour worked will be paid to all employees working on regularly scheduled shifts beginning from 1:00 p.m. until 3:00 a.m.

This premium shall not be considered as part of such employees' basic rates.

Lead Hands - 25¢

Last year of apprenticeship to receive non licensed rate.

Probationary employees receive 75¢ hour less than job rate for full 90 days probationary period.

APPENDIX B

BENEFITS

1. Any **regular full-time** employee **is** initially eligible for coverage when **his** records with the **company** on the **first (1st)** day of any such **month** **show** that he **has** had not **less** than six (6) **months** of credit **service** and **is** **working**,
2. Employees lose their **eligibility** for all coverages when their records with the company **show**:
 - (a) They have quit.
 - (b) They have **failed** to **return** to **work** when recalled, in **accordance** with the Collective Agreement.
 - (c) They have **been on** leave of absence or layoff for **thirty calendar days**.
 - (d) **When** they have **been** absent in **excess** of **twenty-one (21)** consecutive **months** or length of **service**, whichever **is** less, due to **sickness** or noncompensable accidents.
 - (e) Employment with the **company** **has** been terminated.
3. There is an **obligation** upon the employee to complete all initial eligibility requirements of the **insurer**. Any **cost** to the employee for subsequent **forms** requirements that **are required** to **maintain** the **same** with the insurer in **order to** be eligible for, and the **maintenance** of, the benefits available under the

provisions of the Collective Agreement will be reimbursed 100% by the company upon presentation of receipts.

4. (a) LIFE INSURANCE
\$10,000 - for eligible employees.
Effective April 1, 1998, Life Insurance is increased to \$15,000 for eligible employees.
Effective September 1, 1999, Life Insurance is increased to \$20,000 for eligible employees.
- (b) ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
\$10,000 for eligible employees.
Effective April 1, 1998, Accidental Death and Dismemberment Insurance is increased to \$15,000 for eligible employees.
Effective January 1, 2000 Accidental Death and Dismemberment Insurance is increased to \$20,000 for eligible employees.
- (c) WEEKLY ACCIDENT & SICKNESS PLAN
The company agrees to purchase through an Insurance Carrier a weekly Accident and Sickness Plan. The conditions of the Plan are as follows:
 - (i) Coverage - first day accident, fourth day sickness. The three day waiting period will be waived in respect to an employee who is hospitalized.
 - (ii) Service scale for duration of payments (as of every September 1st)

3 months to 5 years service - 15 weeks
6 years to 12 years service - 18 weeks
13 years to 20 years service - 24 weeks
21 years to 26 years service - 28 weeks
27 years and over - 35 weeks

- (iii) Employees will not be entitled to benefits under the Weekly Accident and Sickness Plan for any period for which they are eligible to receive Employment Insurance Sickness benefits.

An employee who meets all of the criteria necessary to be paid benefits under the Weekly Accident and Sickness Plan but is not entitled to such benefits because he/she is eligible to receive Employment Insurance Sickness benefits may request a weekly advance on his/her Employment Insurance Sickness benefit. In order to receive each weekly advance on his/her Employment Insurance Sickness benefit, an employee must sign an "Employment Insurance Sickness Benefit Advance Repayment" form as provided by the Company which authorizes the deduction of any monies, that are not repaid within seven calendar days from the date that an Employment Insurance Sickness benefit cheque is issued to the employee, from vacation monies owing to the employee. The amount of the weekly advance will be limited to the amount of the

employee's weekly entitlement to Employee Insurance Sickness benefits and the total amount of all weekly advances paid out by the Company to an employee will not exceed the total amount of vacation pay that the employee has earned but not been paid at the time that he/she moves onto Employment Insurance Sickness benefits.

- (iv) (a) **Weekly Accident and Sickness**
Amounts 60% of weekly earnings.
- (b) **Drugs/Major Medical**
Will be reimbursed at 80% from Insurance Company as per Plan C.
- (c) **Vision**
\$135.00 in any 2 years.
Effective January 1, 2000, \$145.00 in any 2 years.

MEMORANDUM OF AGREEMENT

When it becomes necessary, because of a lack of production volume, for the Company to reduce the hours of work of an employee with seniority by a minimum of four (4) hours but less than eight (8) hours on a given shift, the following paragraph will apply:

An employee with seniority who is working on a job that is not going to be performed for a minimum of four (4) hours but less than eight (8) hours on a given shift (hereinafter referred to as Employee A) will be given the opportunity to displace the most junior employee working on the exact same shift in his/her department except on one of the jobs listed below provided that he/she can perform the required work. If there is no junior employee working on the exact same shift except on one of the jobs listed below in the department of Employee A, then Employee A will be given the opportunity to displace the most junior employees working on the exact same shift in the plant except on one of the jobs listed below provided that he/she can perform the required work. If Employee A displaces the most junior employee, then the displaced most junior employee will have his/her hours of work reduced. If Employee A chooses not to displace the most junior employee, then Employee A will have his/her hours of work reduced.

When it becomes necessary, because of a lack of production volume, for the Company to reduce the hours of work of an employee with seniority by one or two

eight (8) hour shifts in a payroll week, the following paragraph will apply:

An employee with seniority who is working on a job that is not going to be performed for a shift (hereinafter referred to as Employee B) will be given the opportunity to displace the most junior employee working in his/her department except on one of the jobs listed below provided that he/she can perform the required work. If there is no junior employee working except on one of the jobs listed below in the department of Employee B, then Employee B will be given the opportunity to displace the most junior employee working in the plant except on one of the jobs listed below provided that he/she can perform the required work. If Employee B displaces the most junior employee, then the displaced most junior employee will have his/her hours of work reduced. If Employee B chooses not to displace the most junior employee, then Employee B will have his/her hours of work reduced.

When applying the above paragraph, it is understood and agreed that Article 14.1(b) of the Collective Agreement will not apply.

When there are probationary employees working in the plant, the term, "the most junior employee" will be replaced by the term, "the probationary employee of the Company's choice" wherever it appears in this Memorandum

List of Jobs
Smoke House Operator

All jobs in the Maintenance Department

If it becomes necessary, because of a lack of production volume, for the Company to reduce the hours of work of an employee with seniority by three or more eight (8) hour shifts in a payroll week, it is agreed that Article 9.8 will apply. In all other situations when it becomes necessary for the Company to reduce an employee's hours of work, it is understood and agreed that the employee who is working on the job that is not going to be performed will have his/her hours of work reduced.

This Memorandum will remain in effect unless changed through subsequent negotiations.

Agreed this 23rd day of March, 1998.

UNITED FOOD AND
COMMERCIAL
WORKERS
INTERNATIONAL
UNION,
LOCAL 617P

Mr. LeCouter
John Botas
Warren Massi

MAPLE LEAF MEATS
INC.
21 BROCKLEY DRIVE
HAMILTON, ONTARIO

A. M. Fontainha
N. E. Courtney
C. Caldwell
J. E. Book

Memorandum of Agreement

Employees who were hired **prior to October 1, 1997** and **who are** subsequently laid off will be **offered** the work that would normally be performed by part-time employees provided **that they informed** the Company, in writing, at **the time** when they received notice of layoff that they would be willing to perform **part-time** work and provided **that they can perform the required work**. If any such employee **informs** the Company, in writing, at **the time that he/she receives notice** of layoff **that he/she** is willing to perform part-time work, a copy of such **will** be given to the Union.

If a laid off employee who **was** hired prior to October 1, 1997, **performs the required work**, he/she will not be paid **\$8.50 per hour** but **rather** will be paid **his/her** regular rate prior to being laid off.

Such employees will be paid for all hours worked at their **straight time rate until** they have worked in excess of eight (8) hours on a shift or forty (40) hours in a week **except** that if an employee is paid one and one-half times his/her **regular rate** for **any hours worked prior to reaching forty (40) hours worked in a week**, such hours paid at time and one-half will **not count** as part of the forty (40) hours worked in a week **that require further payment** of time and one-half for hours worked in excess of forty. **Such** employees will **not be paid the premium of one dollar (\$1.00) per hour for hours worked on calendar Saturdays**.

Such employees will have their Life Insurance, Accidental Death and ~~Dismemberment~~ Insurance, Extended Health Care including Vision and ~~Dental~~ coverage continued for three months following the end of the month in which they were laid off.

This Memorandum will ~~remain~~ in effect ~~unless~~ changed through ~~subsequent~~ negotiations.

Agreed this 23rd day of March, 1998.

FOR UNITED FOOD AND
INC.
COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL 617P

FOR MAPLE LEAF MEATS
21 BROCKLEY DRIVE
HAMILTON, ONTARIO

Mr. LeCouter
John Botas
Warren Massi

A. M. Fontainha
N. E. Courtney
C. Caldwell
J. E. Book

MEMORANDUM OF AGREEMENT

Re: Dental Insurance Plan

The Company will provide a Dental Insurance Plan on the following terms and conditions

1. The following services will be covered:
 - Examinations
 - Consultations
 - Specific diagnostic procedures
 - X-rays
 - Preventative services such as scaling and polishing and fluoride treatments
 - Routine fillings
 - Extractions
 - Anaesthesia
 - Periodontal treatments
 - Endodontic treatments
 - Surgical services
 - Dentures, denture relining and/or rebasing repairs and adjustments
 - Crowns, inlays and onlays
 - Fixed bridgework

2. Covered dental expenses do not include and no payment will be made for:
 - services not included in the above
 - services provided under any government plans or Workers' Compensation
 - services covered under any other insurance
 - cosmetic treatment

- charges for broken appointments
- dentures replacing an existing appliance which is less than 3 years old or which can be made serviceable
- dentures within 3 years from the date that dentures were provided under this Plan
- theft or loss of dentures

3. A full-time employee will become eligible for coverage under the Plan effective the first day of the month coincident with or next following the completion of six (6) months' credited service provided that the employee is *at* work on such day. If the employee is not *at* work on *such* day, he/she will become eligible for coverage under the Plan effective the first day that he/she subsequently returns to work

Credited service, as used in the above paragraph, means accumulated service which does not include credit for periods of layoff, which is consistent with the intended meaning of the words as used in Part 1 of the Benefits section of the Collective Agreement.

4. The Plan will reimburse the employee for 80% of allowable expenses (except for charges related to dentures, crowns, inlays, onlays and fixed bridgework, in which case 50% will be reimbursed), with a maximum annual payment of \$1,000.00 to each employee or dependent. Allowable expenses will be based on the 1994 Dental Association Fee Schedule of Ontario.

Effective July 1, 1998, allowable expenses will be based on the 1995 Dental Association Fee Schedule of Ontario.

Effective March 1, 1999, allowable expenses will be based on the 1996 Dental Association Fee Schedule of Ontario.

Effective March 1, 2000, allowable expenses will be based on the 1997 Dental Association Fee Schedule of Ontario.

5. Where claim charges are estimated to exceed \$300.00 for my employee or dependent, a treatment plan will be submitted to the insurance company before treatment commences.
6. Coverage under the Plan will continue until the end of the month in which an employee is laid off. Coverage will be reinstated on the first day of the month coincident with or next following recall from layoff.

If an individual wishes continuation of these benefits during layoff, he/she may extend the coverage, for up to three (3) months, provided he/she pays the full monthly premium in advance.

In situations other than layoff, cessation of coverage under the Plan will be in accordance with Part 2 of the Benefits section of the Collective Agreement.

Agreed this 23rd day of March, 1998.

FOR UNITED FOOD AND
INC.
COMMERCIAL **WORKERS**
INTERNATIONAL UNION
LOCAL 617P

Mr. LeCouter
John Botas
Warren Massi

FOR MAPLE LEAF MEATS
21 BROCKLEY DRIVE
HAMILTON, ONTARIO

A. M. Fontainha
N. E. Courtney
C. Caldwell
J. E. Book

March 23, 1998

Mr. Richard Pollock
Business Representative
U.F.C.W., Local 617P
1129 Main Street E.
Hamilton, Ontario
L8M 1P2

Dear Richard:

With respect to scheduling employees to work on Saturday, this will confirm the following:

1. If an employee's religious beliefs do not allow him/her to work on Saturday, the Company acknowledges the requirement to accommodate such employee under the Ontario Human Rights Code.
2. If there is only one employee in the plant working on a job classification, such employee will not be required to work on a Tuesday to Saturday schedule unless it is with the agreement of the employee.
3. The Company recognizes that some senior employees may not want to be scheduled on Saturday. In such circumstances, the Company will attempt to find a more junior employee to assign to the Tuesday to Saturday schedule.

Yours truly,

Norma E. Courtney
Vice-President, Human Resources

March 23, 1998

Mr. Richard Pollock
Business Representative
U.F.C.W., Local 617P
1129 Main Street E.
Hamilton, Ontario
L8M 1P2

Dear Richard:

The Company agrees **to** give preference of employment to **members** of the U.F.C.W. who seek employment at the Brockley Drive, Hamilton plant.

Preference will be defined **as** follows:

Applications for employment **from** U.F.C.W. **members** **will** be given preference when such applicants have equal skills and work records **to** other applicants for employment. The Company will not discriminate against U.F.C.W. members who apply for employment **as** a result of the fact **that** they were active in the Union in their past employment.

All rates of pay **and** conditions of employment **that** apply to other new employees **will** also be applicable to new employees who were previously U.F.C.W. **members.**

Yours truly,

Norm E. Courtney
Vice-President, **Human** Resources

Memorandum of Agreement

The Company ~~agrees~~ to pay contributions to the Trust Fund of the Canadian ~~Commercial~~ Workers Industry Pension ~~Plan~~ on behalf of all full-time employees who have completed their probationary period (Employees).

Effective January 1, 1999, the Company ~~agrees~~ to pay contributions to the ~~Trust~~ Fund of the Canadian ~~Commercial~~ Workers Industry Pension ~~Plan~~ in the amount of ten ~~cents per~~ hour for ~~each~~ Employee.

Effective January 1, 2000, the Company's contributions will ~~increase from~~ ten ~~cents per~~ hour to twenty ~~cents per~~ hour for each Employee.

Effective January 1, 2001, the Company's contributions will ~~increase from~~ twenty ~~cents per~~ hour to ~~thirty cents~~ per hour for each Employee.

The hours that ~~shall be~~ counted for the ~~purpose~~ of the Company's contributions shall include hours worked, hours paid ~~because~~ of vacations, ~~statutory~~ holidays, bereavement leave and jury duty and will also include lost hours not paid by the Company for Employees attending Union business when ~~approved~~ by the Union and the Company.

The Company will contribute for ~~the hours~~ specified above, to a ~~maximum~~ of forty (40) hours ~~per~~ week and to a ~~maximum~~ of two thousand (2,000) hours ~~per~~ ~~calendar~~ year for each Employee.

These contributions, supported by a report in a format designated by the trustees of the Canadian Commercial Workers Industry Pension Plan, showing the names of Employees for whom contributions were paid and the number of hours for which contributions were paid for each Employee, will be remitted directly to the Canadian Commercial Workers Industry Pension Plan within fifteen (15) days following the end of each month to which the contributions are applicable. The Company agrees to pay any late remittance damages, interest or charges that are presently provided for in the Contribution Control Program of the Canadian Commercial Workers Industry Pension Plan Trust Fund as of its latest revision in June 1991.

It is understood that the Company's participation in the Canadian Commercial Workers Industry Pension Plan shall be limited to making on a timely basis the remittances as outlined herein and also providing from time to time such documents, forms, reports and information as may be required by the trustees of the Canadian Commercial Workers Industry Pension Plan provided that such are reasonably required and necessary to the administration of the Plan. The Company assumes no responsibility for pension benefits provided by the Canadian Commercial Workers Industry Pension Plan.

This Memorandum will remain in effect unless changed through subsequent negotiations.

Agreed this 23rd day of March, 1998.

FOR UNITED FOOD AND
INC.
COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL 617P

FOR MAPLE LEAF MEATS
21 BROCKLEY DRIVE
HAMILTON, ONTARIO

Mr. LeCouter
John Botas
Warren Massi

A. M. Fontainha
N. E. Courtney
C. Caldwell
J. E. Book

