

COLLECTIVE AGREEMENT

THIS COLLECTIVE LABOUR AGREEMENT is made
and entered into

BY and BETWEEN:

**MAPLE LEAF CONSUMER FOODS,
MONCTON,**

hereinafter referred to as the "Employer"

- AND -

UFCW Canada LOCAL 1288P,

hereinafter referred to as the "Union"

12586 (03)

December 16, 2007 to December 15, 2010

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DEFINITIONS:

It is agreed by the parties that, except where a contrary intention appears in this agreement:

- (A) Bargaining Unit means the bargaining unit referred to in the New Brunswick Industrial Relations Board Certificate, dated and issued March 29, 1968, modified by Article 2.1.
- (B) Employer means Maple Leaf Consumer Foods, Moncton, 144 Edinburgh Drive, Moncton, N.B. E1E 2K7.
- (C) Union means UFCW Canada Local 1288P.
- (D) "Shall" is imperative and "May" is permissive.
- (E) Words importing male persons include female persons.
- (F) Words in the singular include the plural and words in the plural include the singular.
- (G) Every schedule attached hereto and initialled by the parties is part of this agreement.
- (H) The term "Company" as used in this agreement shall mean the employer as defined in (B) above.
- (I) The term service as used in this agreement shall mean seniority as defined in Articles 9 of this agreement.
- (J) Whenever the term "in writing" is used in this agreement, it is agreed that

failure to do so does not render the decision or action taken, by the company, null and void, or detract from the essence of any action taken by the company.

PREAMBLE:

Recognizing that the welfare of the company and that of the employees depends upon the welfare of the business as a whole and Recognizing further that a relationship of goodwill and mutual respect between employer 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 AND BARGAINING UNIT:

1.01 The company recognizes the union as the exclusive bargaining agent for the purpose of bargaining collectively for the employees of the company, as defined below, the whole, in accordance with the New Brunswick Industrial Relations Act.

1.02 The company shall not bargain collectively during the terms of this agreement with any other labour organization affecting such employees.

1.03(a) The Bargaining Unit is comprised of employees who are unionized employees below the rank of supervisor in the employ of the company as set out below:

1.03(b) The term "Employee" as used in this agreement shall be considered to include Production Employees, Maintenance Employees, Plant Employees engaged in shipping or receiving, plant employees of MAPLE LEAF CONSUMER FOODS, MONCTON, engaged in the delivery of products, Plant Janitorial and Laundry Employees, all below the rank of Supervisor who are union members, except as set out below:

1.03(c) The exceptions are: Security staff, office clerical staff, lab and scientific workers, livestock buyers, farm hands, salesmen, supervisors, and those excluded by the New Brunswick Industrial Relations Act.

ARTICLE 2 - PROVISIONS FOR PART-TIME EMPLOYEES

2.01(a) Part-time employees shall be defined as employees who are not full-time and achieve their weekly hours as a result of working in various departments throughout the plant, but are not guaranteed a weekly number of hours. These employees are eligible for membership in the union after completion of their probationary period and will be entitled to all articles of this agreement.

2.01(b) The Company shall have the right to utilize part-time employees to replace full-time absent employees.

The number of working employees in the plant without a guarantee (Utility Workers and Part Time employees) will not exceed 25% of the Full Time employees with a guarantee. Should the number exceed 25% the Company will post the required number of jobs to get the number equal to or less than 25%.

The Union shall be provided, as requested, a list of part time employees, line hours and copy of the staffing tracker.

2.02(a) Part-time employees will be scheduled in a home department for overtime and vacation purposes. This will be the department they normally work in. If he does not have a full days work in that department, the employee will be allowed to bump a junior employee on the same shift in accordance with their seniority and ability to get the majority of hours.

Employees are assigned to their shift for a scheduled work week. If employees are put on call, the company will recall employees back by plant seniority, regardless of the shift they were on prior to the layoff. Employees are staffed weekly in accordance to the needs of the business and in consideration of seniority, skills and ability.

Notwithstanding this requirement, the company shall not be held in breach of this contract in the event that this practice is not followed due to circumstances beyond the control of the company or circumstances that the company could not be reasonably expected to be aware of.

2.02(b) Part time employees, when placed on call, will have a responsibility to check the part time call in phone daily to determine if they are scheduled to report for work. It is the responsibility of all employees to keep the Human Resources department

updated with new contact information (phone number, address, etc).

In the event that a part-time employee is scheduled to work and is not available for work for unjustifiable reasons as determined by the company, he shall subject himself to:

1st offence - loss of rights to the greater number of hours as stipulated in Article 2.02 for a one (1) month period.

2nd offence - loss of rights to the greater number of hours as stipulated in Article 2.02 for a two (2) month period.

3rd offence - dismissal.

The Company will administer this provision in a fair and reasonable manner.

2.03(a) In extenuating circumstances (i.e. unusual re-packing requirements, roof shovelling, parking lot sweeping, etc.), outside normal work requirements and after consulting with the Union, the Company may use Casual Employees as set out below:

Casuals are not included in the definition of part-time employees as per above and shall have no seniority or benefits under this contract and are not within the bargaining unit. It is also understood that casuals will not be used in situations where employees may be available for work.

2.03(b) Casuals will not be hired to perform work within the plant, for periods longer than five (5) working days. If a job requires more than five (5) working days to complete or is required on a frequent basis, then a part-time or full-time employee will be used to complete the job, or do the job if required frequently. Casuals will not be used in the plant to do bargaining unit work.

2.04 In an effort to ensure that part-time employees with greater seniority have an opportunity to obtain preferred shifts within the same department, it is agreed that during the months of July and January of each year the company will allow part-time employees with higher seniority to change shifts with another part-time employee with lesser seniority providing both employees can perform each others work satisfactorily. The Company may give consideration to requests to other departments, at the sole discretion of management.

2.05 Part-time employees will not be used where it is practical (practical as defined below) to employ full-time employees and except as otherwise agreed with the unit chairperson or chief steward, part-time employees will not be employed for the purpose of reducing overtime unless that part-time work is required on a regular basis.

DEFINITION OF PRACTICAL

The word practical, as contained in Article 2.05 shall be interpreted and applied based on the following factors:

1. Availability of experienced employees.
2. Expected duration of the required work to be performed.
3. Length of advance notice given to the employer prior to the work requirement.
4. Administrative consideration, including hiring, training, lay offs, insurability, etc.
5. Reasonable economic and business consideration.

The numbering of the above factors shall not be construed to establish priority of one factor in relation to another.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 All rights, power and authority that the company had prior to the signing of this agreement are retained by the employer except those specifically abridged, delegated, granted or modified by this agreement or any supplementary agreements that may be made hereafter.

3.02 The parties hereto agree, subject to any expressed terms providing otherwise, that it is the exclusive right and function of the company to:

- (a) Manage its business properties and plant,
- (b) Direct and distribute the working forces, the numbers and responsibilities of its employees and the scheduling of work,
- (c) Without limiting the generality of the foregoing, hire, lay off, promote, demote, and transfer,

(d) Without limiting the generality of the foregoing, suspend, discharge or otherwise discipline for just cause,

(e) Also without limiting the generality of any of the foregoing, to determine the methods of production and equipment to be used, the process, technique, methods and means of manufacture, production and distribution as well as allocation and use of employees.

3.03(a) It is expressly understood that the employer shall have the right, subject to any expressed terms providing otherwise, to utilize such personnel, including supervisors or other management representatives, in the operations of its business in whatever functions it alone determines.

3.03(b) It is not the Company's intention to have the Supervisors do Bargaining Unit work.

3.04 MANAGEMENT REPRESENTATIVES - The company shall furnish to the union at the date of this agreement a list of names of all non-Bargaining Unit employees with their primary jurisdiction. The union shall be notified in writing, of changes as they occur..

3.05 CONTRACTING OUT - The company agrees not to contract out bargaining unit work to the extent that it directly reduces the number of full-time employees, within a six (6) month period. Further, the Company agrees that if it becomes necessary to move any production line out of the facility, the Company will communicate with the Union prior to the moving of such line.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 PURPOSE - Both the company and the union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle grievances 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 minimum.

4.02 COMPANY TO RECOGNIZE STEWARDS - The union agrees to appoint or elect and the company to recognize stewards who shall be employees (excluding employees on probation) of the company, to deal with matters affecting employees in

departments or groups of departments in the company's plant. 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 the list.

4.03 **GRIEVANCE COMMITTEE** - The union agrees to appoint or elect a grievance committee, consisting of employees (excluding employees on probation) in the bargaining unit to deal with grievances at the third step in the grievance procedure as described in section 4.05 below. The grievance committee shall be comprised of not more than three (3) union members which may include the unit chairperson and/or the chief steward. 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.

4.04 **GRIEVANCE COMMITTEE MEETINGS** - Meetings of the grievance committee shall be held with management at times suitable to the operation of the business, by arrangement between management and the chief steward or unit chairperson of the local union. All time spent at these meetings shall be considered time worked for pay purposes and the company agrees to pay the members of the grievance committee and the aggrieved employee required to attend such meetings at their regular rate for time spent at such meetings. An aggrieved employee, who is dismissed, suspended or laid off shall not be paid for time spent at such meetings unless the management decision is not upheld.

4.05(a) Any matter of interpretation, application or administration or alleged violation of the provisions of this collective agreement that is brought to the attention of a union official shall be discussed with the employee relations officer of the company within five working days of the occurrence. The company after consultation with the union and the employee shall provide an answer within three (3) working days from the date of being notified of the problem or incident. Upon receipt of the company's response and/or the expiration of the three (3) working days whichever is less, the union may, if not satisfied with the company's response, file a grievance and the occurrence

will be deemed to have occurred on the date that the company gave its response or the expiration of the three (3) days whichever is less, as specified above.

Any grievance not settled in accordance with the above shall be filed in writing within five (5) working days of the occurrence, except when employees cannot be expected to be aware of such occurrence due to the following:

- (a) Absence due to sickness
- (b) Absence due to funeral
- (c) Absence for union business
- (d) Absence of a similar nature

In such cases, the five said working days shall begin on the day the employee returns to work. Grievances not processed further within the time limits specified shall be deemed abandoned.

NOTE: For the purpose of this article, the term "Working Days" shall not include Saturday, Sunday or any public holiday referred to in Article 16.

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

1st Step - Between the department steward or the unit chairperson or the chief steward, as the case may be, and supervisor or the company's designated representative. If the matter is not settled at the end of the next five (5) working days, then

2nd Step - Between the steward and/or chief steward or unit chairperson and the company's personnel department along with divisional supervisor or supervisor. If the matter is not settled at the end of the next five (5) working days, then

3rd Step - Between the grievance committee and the plant management. An accredited representative of the union (not necessarily an employee) may attend this meeting. If the matter is not settled within the next ten (10) working days, either party

shall have the right to submit the matter to an arbitration board under section 4.06 of this article.

4.05(b) The aggrieved employee or employees shall be present during the three (3) steps above, if they so wish or if desired by either party. When a decision is reached under any of the steps outlined above, such decision shall be final and binding and shall be retroactive to the date of the original submission.

4.06(a) ARBITRATION BOARD - If settlement is not reached by the above procedure, the grievance may be referred by the union or by the company 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 members representing the two parties.

4.06(b) 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 (2) weeks, the party submitting the grievance to arbitration shall request the Minister of Labour of the Province of New Brunswick to do so. If agreement cannot be reached within one (1) week as to the appointment of a third member, the party submitting the grievance to arbitration shall request the Minister of Labour for the Province of New Brunswick to appoint him/her.

4.06(c) The arbitration board shall meet within three (3) weeks of its appointment for the purpose of hearing the evidence of both parties and shall render a decision within three (3) weeks of the date of the last hearing session. These time limits may be extended by agreement between both parties, or at the discretion of the chairman of the arbitration board.

4.06(d) The parties hereto agree that the arbitration board shall not enlarge, amend, change or otherwise alter any terms of this agreement, unless stipulated by law.

4.06(e) The cost of the chairman shall be shared equally by the parties.

4.06(f) A decision of a majority of the arbitration board shall be deemed to be a decision of the board. In reaching its decision, the board shall be governed by the provisions of this agreement. Decisions rendered by an arbitration board shall be final and binding upon all parties concerned.

4.06(g) Notwithstanding the foregoing, the parties may agree to the appointment

of a single arbitrator with the same powers as an arbitration board. 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 five (5) working days, an arbitration board shall be appointed in accordance with the provisions of 4.06 above.

4.06(h) Notwithstanding 4.06 through 4.06(g), the company and union may nominate a neutral outside individual that will hereafter be referred to as the "Decision Maker". This decision maker shall hear grievances within one (1) week from the date that he is notified that a hearing is required, and shall render a decision within two weeks from the date of the hearing. All decisions of the decision maker shall be final and binding on both parties. The cost of this individual shall be shared on a 50-50 basis.

The parties hereto agree that the decision maker shall not enlarge, amend, change or otherwise alter any terms of the collective labour agreement unless stipulated by law.

4.07(a) WAGE GRIEVANCE - When a grievance which affects the classification and rate of pay of an employee is settled by agreement and as a result of such settlement the employee receives an increase in his/her rate, the increase shall be paid up to a maximum of six months retroactively to the date of which the wage problem was first brought to the attention of the company in writing or other time as can be agreed upon. Three (3) working days will be allowed to answer a request for a wage increase after which time it may be handled as a grievance as set forth in section 4.05.

4.07(b) If the company requires a meeting with an employee, he will be accompanied by a union steward. If the employee is the steward, he may be accompanied by the chief steward or the unit chairperson or an officer of the union. The whole not to be abused by the employee.

NOTE: Continuous Improvement (CIP) meetings are excluded from this clause.

4.07(c) If an employee is to receive disciplinary measures for misconduct, the company shall ensure that a union representative is in attendance when such discipline is being issued, providing that such a representative is currently available and capable

of being relieved of his/her duties at the time that the discipline is to be dispensed. It is further agreed, that in the event that a supervisor is uncertain as to whether a union representative is working in the building or not, he shall page on the P.A. system for a union representative to call him/her at his/her local. In an effort to contact a steward the supervisor will page a second time, 3 minutes after the initial page. In the event that no representative returns his/her call within three (3) additional minutes the supervisor shall administer said discipline. Notwithstanding the above, it is clearly understood, that any

discipline administered without the presence of a union representative shall not be considered null and void because a steward or union representative was not present.

4.08(a) **DISMISSAL, SUSPENSION OR LAY OFF** - If an employee with seniority is dismissed or suspended for any reason whatsoever, or is laid off and feels that he has been unjustly dealt with, he shall promptly notify a steward or an officer of the union who shall, if a grievance is to be filed, notify the Employee Relations Officer or a designated representative in writing within five (5) working days of receipt of notice of lay off, suspension or dismissal. The dismissal, suspension or lay off shall then constitute a grievance and shall be dealt with according to the grievance procedures set out above, beginning with the second step in section 4.05. If subsequently it is decided that the employee was unjustly dismissed, suspended or laid off, he shall be reinstated to his/her former position and shall retain all rights acquired prior to the dismissal, suspension or lay off and he shall be compensated for all time lost at his/her regular rate of pay, or granted such lesser or greater compensation as may be deemed fair in the circumstances by agreement between the management and union or by an arbitration board.

4.08(b) The company shall notify the unit chairperson or chief steward or his/her designated representative in writing as soon as possible that an employee with seniority is dismissed, suspended or laid off along with the reason for such action taken.

4.09 **DISCUSSION BETWEEN STEWARD AND SUPERVISOR** - A union steward or in his/her absence the chief steward or the unit chairperson may discuss with the supervisor 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. Such discussion to take place at a time to fit in with the operations of the department.

4.10(a) **UNION BUSINESS** - The union recognizes that stewards and officers are employees of the company and as such have jobs to perform on behalf of the company.

The company recognizes that stewards and officers have duties and responsibilities towards and on behalf of the union and are required at times to leave their jobs to process and investigate grievances or discuss with management other matters affecting employees. When it becomes necessary for officers and stewards to leave their jobs to attend to the above matters, they will request permission from their immediate supervisors or his/her replacement for a reasonable period of time off to process such matters or in the case of investigation, the unit chairperson and/or chief steward shall be allowed a maximum of one and one half (1 ½) hour per day to investigate such matters. On the

second and third shift, the company agrees to allow one designated union steward one half (½) hour per shift for such purpose. Arrangement will be made by their supervisor (or his/her replacement) to leave their jobs with no loss in pay. Such time will be granted as soon as reasonable, but not later than one hour following the request or as soon as a replacement can be found.

4.10(b) The unit chairperson will be paid twenty (20) hours per week to work on union business for the unit and twenty (20) hours per week for process improvement. If there is no involvement in process improvement the company agrees to pay only twenty (20) hours for union business.

4.11 The union agrees that there will not normally be duplication of duties or responsibilities of its stewards or officers; however, it is recognized that there may be times when, because of the circumstances, the union or the company may deem it necessary to have more than one representative attend to the matter.

4.12 All disciplinary action to become null and void after eighteen (18) months.

4.13 The company's and the union's actions, discussions, compromises and agreements shall be without precedent or prejudice in any legal proceedings for the life of this agreement.

4.14 The Company and the Union agree to establish a Labour Relations Committee composed of up to four (4) representatives of the Union (the Unit Chairperson of the Local and the Chief Steward) and up to four (4) representatives of the Company. The Labour Relations Committee shall meet at least once monthly, at a time and place to be decided by the Committee, to discuss all matters of general interest to both the Union and the Company. The Labour Relations Committee, is not intended to, nor shall it replace the Grievance Procedure.

ARTICLE 5 - UNION SECURITY

CHECK OFF

5.01(a) At the time of hiring, the company shall require all employees to sign Union membership cards authorizing the Company to deduct initiation fees and weekly Union dues as certified by the Union in writing, commencing with their first weekly paycheque.

The Union membership cards shall be forwarded to the Union at the same time as the Union dues are remitted.

5.01(b) Payment of union dues - the company agrees to deduct from each employees' pay, on each pay day, the regular union dues, commencing the employees' first full pay week.

5.01(c) Initiation Fees - the company agrees to deduct from the wages of each new employee the initiation fees due from him to the local union, following the completion of one month's service.

The company shall remit these membership cards, initiation fees and dues deductions (in alphabetical listing) to the Union Secretary-Treasurer on or about the fifteenth (15th) day of the month following which deductions were made, including the following information:

- pay period for which deductions have been made
- employee's last name and initial
- social insurance number
- hire/termination date*
- dues deduction per employee
- plant total
- employee seniority date*

* Where possible

5.01(d) Amount of Initiation Fees and Dues - The union shall advise the company in writing of the amount of the initiation fees and dues authorized by the employees, in keeping with the constitution and by-laws of the union.

5.02 Membership - The company agrees that it shall be a condition of employment that all employees be a member of the union in good standing and

maintain such membership.

5.03(a) There shall be no discrimination, coercion, interference, or restraint by the company or by the union, its membership, or by representatives of either party against any employee because of membership or non-membership in the union.

5.3(b) It shall continue to be the policy of the company and of the union that there shall be no discrimination, harassment, coercion, interference, or restraint by the company or by the union, its membership, or by representatives of either party against any employee covered by Human Rights Legislation.

5.04 The company agrees to allow the business agent of the union to visit the plant for the purpose of observing working conditions, interviewing members and to ensure that the terms of the Collective Agreement are being implemented. Under no circumstances will a union business agent interrupt, disrupt or stop any employee while engaged in the performance of their duties. Should there be a desire for other union representatives to visit the operation, then advance notice to the plant manager is required. The plant manager will coordinate the details pertaining to the visit.

UNION BUSINESS

5.05(a) The union recognizes that stewards and officers are employees of the company and as such have jobs to perform on behalf of the company. The company recognizes that stewards and officers have duties and responsibilities towards and on behalf of the union and are required at times to leave their jobs to process and investigate grievances or discuss with management other matters affecting employees. When it becomes necessary for officers and stewards to leave their jobs to attend to the above matters, they will request permission from their immediate supervisors or his replacement for a reasonable period of time off to process such matters or in the case of investigation, the chief steward shall be allowed a maximum of one and one half (1½) hours per day to investigate such matters. On the second and third shift, the company agrees to allow one designated union steward one half (½) hour per shift for such purpose. Arrangement will be made by their supervisor (or his replacement) to leave their jobs with no loss in pay. Such time will be granted as soon as reasonable, but not later than one hour following the request or as soon as a replacement can be found.

5.05(b) During the orientation of new employees, the Unit Chairperson or Chief Steward shall be provided time to provide an overview of the Collective Agreement.

5.05(c) The company shall give to the union any information pertinent or relevant for the union to enforce the provisions of this agreement.

5.06(a) The Company recognizes that the proper operation of the business entails ongoing meetings/discussions with the Union to deal with grievances and other complaints

of the Union members as well as suggestions to improve production. The Unit Chairperson will be paid twenty (20) hours per week to work on union business for the unit and twenty (20) hours per week for process improvement. If there is no involvement in process improvement the company agrees to pay only twenty (20) hours for union business. The Company further agrees that the Unit Chairperson and the Chief Steward shall not be laid off during the life of the Collective Agreement.

5.06(b) The Unit Chairperson shall be paid fifty cents (\$0.50) an hour above the rate of pay he would receive at the job he would be performing if working full time in the plant.

5.07 The union agrees that there will not normally be duplication of duties or responsibilities of its stewards or officers; however, it is recognized that there may be times when, because of the circumstances, the union or the company may deem it necessary to have more than one representative attend to the matter.

5.08 During the life of this agreement, the company agrees to permit union officers, who are employees of the company, to put notices on the bulletin board of union meetings or of other matters of interest directly related to MAPLE LEAF CONSUMER FOODS, MONCTON, and/or union members. Copies of such notices are to be given to the Human Resources. The union agrees to refrain from distributing any other notices or publication upon the company's premises. The union agrees not to display any material on this board that may be detrimental to the company or its customers.

5.09(a) LEAVE OF ABSENCE FOR UNION BUSINESS - Employees, not more than six (6), to be chosen by the union to attend union business outside the plant, shall be granted leave of absence (without pay) not exceeding thirty (30) days providing that the absence of each such employee shall not unreasonably affect the operations of the company's business. The union shall give the company written notice of not less than one (1) week before exercising this prerogative. Any request for an extension of a leave

of absence must be made prior to the expiration of the leave already granted. No more than two (2) employees from the same department shall be granted such leave of absence.

5.09(b) LEAVE OF ABSENCE FOR POSITION WITH THE UNION - Employees, not to exceed four (4), who are elected or appointed to a full-time position with the union or a full-time position to represent the United Food and Commercial Workers with the Canadian Labour Congress shall, upon proper notice, be granted leave of absence without pay for a period not to exceed the term of the allowable break. Within one (1) month's notice of his

desire to return to work with the company, the employee shall, subject to his seniority, be placed in a position with a rate of pay equal to that of the job previously held, provided he can perform the work. Such employee shall retain the seniority possessed at the time such leave of absence was granted. This time period may be extended for an additional three (3) months, provided the employee has given the company notice of his desire to return to work.

5.09(c) The Company agrees to pay employees on leave of absence as set out in (a) or (b) above, their regular wages and benefits and the Union will reimburse the Company for regular wages and 20% for Benefits.

5.10 The company agrees to pay three cents (\$0.03) for each hour paid on behalf of all unionized employees into the "UFCW Employee Assistance Program" fund which shall be administered by a Union Committee. For the purposes of the foregoing "each hour paid" shall mean each hour paid for straight time, overtime, vacation, holidays, union leave, bereavement or any other leave etc.

5.11 Effective July 27, 2008, the company agrees to pay four cents (\$0.04) for each hour paid on behalf of all unionized employees into the "UFCW Training Fund". For the purposes of the foregoing "each hour paid" shall mean each hour paid for straight time, overtime, vacation, holidays, union leave, bereavement or any other leave etc.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 The parties hereto agree that, during the term of this agreement, there shall be no strikes, slow-downs, stoppages of work or lockouts.

6.02 The company agrees to provide the union with as much advance notice as reasonably possible that the company intends to handle products of a plant involved in a labour dispute. This provision does not apply to plant facilities of which MAPLE LEAF

CONSUMER FOODS, MONCTON is directly involved in the management thereof.

ARTICLE 7 - HOURS OF WORK

7.01 WORK WEEK - The basic work week for the duration of this agreement shall be forty (40) hours and shall be comprised of five (5) eight (8) hour shifts normally from Monday to Friday. The employer shall determine the scheduling of shifts, starting and

quitting times and the times of lunch periods and work breaks. However, from the date of signing this contract, when a permanent new work schedule is initiated affecting more than two (2) employees in a department, it will be discussed with the union, but the company shall determine the final decision.

7.02 SCHEDULE OF HOURS - The schedule of hours for all permanent full-time employees will be defined in the Schedule of Working Hours. The union shall be notified in writing before any permanent changes to this schedule and will be provided copies of posted schedule.

7.03 CHANGE IN WEEKLY / DAILY SHIFT SCHEDULES

Weekly Schedule - No full time employee shall have his weekly work shift (i.e. A, B or C) changed without at least six (6) days notice from the start time of their existing shift. Part time employees shall not have their shift changed without at least forty-eight (48) hours prior notice from the start time of their existing shift. In the event it becomes necessary to change an employee's weekly schedule without notice as specified above, time and one-half will be paid for any work performed in the first shift of the new schedule. The union will be notified at the time of such changes.

Daily Schedule - In the event it becomes necessary to change an employee's daily start time, but less than or equal to two (2) hours, then forty eight (48) hours prior notice is required from the start time of their existing shift. Should the change be greater than two (2) hours, then the notice period will be six (6) days, as specified above. In the event it becomes necessary to change an employee's daily schedule without notice as specified above, time and one-half will be paid for any work performed in the first shift of the new schedule. The union will be notified at the time of such changes.

The above notice periods may be waived if there is mutual consent between the employee and the Company.

7.04 OVERTIME - All time worked in excess of eight (8) hours per day or hours worked in addition to the effective schedule will be paid at a rate of one and one half (1 ½) times their regular rate of pay unless an early shift start or shift change, as set out in 7.03 above. Shift premiums will be included in overtime calculations.

7.05 NO ACCUMULATION OF OVERTIME PREMIUMS - There shall be no accumulating of overtime premiums for the same hours worked but the highest single premiums shall apply.

7.06(a) OVERTIME PROCESS - The company shall post on Tuesday, in each department, an overtime sheet to be signed by employees who desire to work overtime during that week, including weekends. Employees wishing to work overtime will be required to sign the overtime sheet before the end of shift on Tuesday. Employees absent on Tuesday, but later return to work during the week, will be responsible for communicating directly with their supervisor should they have a desire to work overtime. Overtime, if required, will be assigned in accordance to the signed overtime sheet and employees will be scheduled to work on the basis of job ownership, plant seniority within the department provided the employee has signed the overtime sheet and has the ability to perform the required work, as determined by the company. Should overtime be required during the week, supervisor(s) will communicate directly to employees who are required for overtime.

Should overtime be required on the weekend, the overtime list of employees scheduled to work will be posted on the "overtime board" and "the call in line" on Friday before 2:00 pm. Employees, who have signed the overtime list, have a responsibility to check the weekend overtime list prior to leaving the building, and/or should the list not be posted when they leave, to check the overtime call in phone message to determine if they are scheduled to report for overtime work. The phone message on the call in line will be validated and a copy of such will be retained on file.

In the event that two shifts exist, which have the same jobs, any night shift employee wishing to work overtime on Saturday and/or Sunday of each work week must have the overtime sheet signed by Thursday of that week.

An employee after signing the overtime sheet will be scheduled to work overtime on Saturday and/or Sunday, but he may cancel this request by notifying the

day shift supervisor in the employees department by 11:00 am on Friday of that week, otherwise the work will be assigned accordingly.

Each employee may elect not to work daily overtime as indicated on the overtime sheet but such employees must, notify his supervisor as to this effect at least one and one half (1 ½) hours prior to the completion of his shift.

NOTE: If an employee voluntarily leaves his posted job for another job within the department he shall waive his rights to overtime on his posted job for that day. However, his plant seniority within his department shall apply for overtime. These conditions shall not be affected by job rotation.

Notwithstanding the above, with regard to overtime that may be required after the employees have left the premises of the company, it is understood and agreed that the company will follow the conditions above, to the extent that the company can be reasonably expected to be aware that such overtime was required before the said employees had left the premises of the company.

7.06(b) When overtime is required in a department and the Company is unable to secure a sufficient number of employees, the Supervisor of the department requiring overtime may choose another department for purposes of overtime and will endeavour to assign overtime to full-time employees with the most seniority as stipulated on that department's overtime sheet, provided the employee with seniority has the ability and skills to perform the required work and has indicated an interest by signing the overtime sheet.

The Supervisor requiring the overtime shall determine whether an employee has the required skills and ability to perform the job satisfactorily.

If the Company is unable to secure a shift by the above then the Company may assign such overtime to part-time employees providing they have the ability and skills, as determined by the Company.

7.06(c) **JOB TRAINING** - The Company agrees to set up a job-training program for employees who wish to learn different jobs in or out of their own department.

Training will continue until the employee can perform the job satisfactorily. After completion of such training, the employee must be able to perform that particular

job comparable to an employee doing the job on a full time basis. If at any time there is a question of the trainee's ability to perform the job satisfactorily, further training or cessation of training shall be decided by the Labour Relations Committee.

An employee who has been refused training can bring the issue to the Labour Relations committee.

If a supervisor goes outside his department for employees to work overtime, the most senior employees who have signed the overtime sheet with the ability and skills within the department chosen shall be given such overtime. Notwithstanding the above, the supervisor may use up to 20% of the required number of employees as trainees and the most senior employees within the department chosen will be given first opportunity for training if they have made a request for such training. No employee will be used as a trainee unless that employee has signed the request list for training.

All training whether performed during overtime or during regular shift hours will be performed at the discretion of the supervisor, and the supervisor shall maintain the right to refuse to train employees during extreme rush periods or when other similar circumstances prevail.

7.07(a) VOLUNTARY, MANDATORY OVERTIME - Any overtime required by full time employees shall be voluntary. Voluntary overtime shall not apply for any employee in cases of machinery breakdown, power failure or any circumstances beyond the control of the employer. Overtime shall be compulsory to a maximum of fifteen (15) minutes in order to save the product, which is already started.

If not enough full time employees are interested in working overtime, then overtime for part time employees shall be mandatory for equivalent periods of time up to a maximum of four (4) hours in any twenty four (24) hour period, except for full shifts scheduled outside the employees normal scheduled shift. If part time employees are required to work overtime on a mandatory basis, they will be forced by reverse seniority and starting with the most junior employee providing he has the ability to do the work. If a part time employee is forced to work overtime for a period of twenty (20) hours or more in any nine (9) day period, the Company shall have the right to go to the next more senior part time employee to force overtime provided they have the ability to do the work.

Overtime shall be offered first to full time employees and then to part time employees.

7.07(b) It is expressly understood that neither parties to this agreement shall encourage, organize, support or otherwise endeavour to influence employees not to work overtime during the life of this agreement.

7.07(c) BANKING OVERTIME - The conditions for banking overtime for full time employees and part time employees with greater than two (2) years service is as follows:

(1) The Company will provide on the payroll stub both dollar value and number of hours banked weekly.

(2) The employee will have one (1) month to check and verify his balance or amount of hours banked and dollar value. The Company will not be required to go back further than one (1) month to verify accumulated dollars and hours as per the payroll stub.

(3) The employee must decide if he wants to bank overtime before the start of the overtime shift and inform his Supervisor of their intent. An employee must bank all or none of their overtime for the upcoming overtime shift. If the employee does not inform the Supervisor the company will pay overtime as normal.

(4) In the event that the overtime is paid in error instead of being banked, no adjustments will be made.

(5) The maximum hours that can be banked will be the equivalent of forty (40) regular hours (26 2/3 hours overtime) at any one time. Once used, hours can start to be banked again.

(6) Twenty (20) hours accumulative is the minimum number of hours required to allow an employee to request time off or the expiry of six (6) months from the banking of the overtime. Any outstanding balance will be paid at this time as well (if an employee has twenty five (25) hours in the bank, twenty five (25) will be paid out). In other words the bank must be cleared out each time the employee sells his time or takes his time with payment.

(7) Time off has to be pre-arranged and agreed upon by the company.

(8) Any amount outstanding at the end of the calendar year will be paid to the employee within thirty (30) days.

7.08 Compensation of one (1) hour at the regular rate will be paid to any employee(s) who, after receiving request for overtime and having agreed to work are sent home without working overtime. This compensation will be void if reason for not working was beyond the control of employer.

7.09 An employee who reports to work on Friday of any work week, shall not be sent home without completing his shift, unless such employees mutually agree to work less than a complete shift or have been notified on Thursday of the same week that such employees would be sent home without completing the said shift. This shall only apply to day shift employees and shall be void in the event of a work stoppage beyond the control of the employer.

7.10(a) WEEKEND OVERTIME - An employee, not scheduled to work, and has been requested to work overtime on Saturday or Sunday and agrees to do so and having not been notified of any work request cancellation, arrives to work on said day and is sent home will receive five (5) hours pay at one and one half (1 ½) times his regular rate of pay.

7.10(b) An employee who is scheduled to work overtime on Saturday and/or Sunday will be expected to remain on the job the number of hours requested to a maximum of eight, unless mutually agreed between management and the employee that he may work for a lesser period of time. In this case, he shall receive pay at one and one half (1½) times his regular rate of pay, for actual hours worked.

7.10(c) On occasion the Company may, due to the needs of the business, schedule shifts that include Saturday and/or Sunday as part of the scheduled hours of work. If employees working these shifts are brought in on a full shift overtime, on weekdays; then their next scheduled Saturday or Sunday will be posted as overtime for all employees in that department and will be awarded as per Article 7.

7.11(a) WEEKLY GUARANTEE - The company agrees to guarantee every employee, except utility and part time workers, in every week of employment, thirty-seven (37) hours pay at regular rates subject to the following provisions. Overtime and off-shift premium shall not be considered when calculating what guarantee, if any, is to be paid. The guarantee will be void in the event of work stoppage beyond the control of the employer.

7.11(b) The Company shall adjust the work of crews in proportion to the work available or expected. To provide employees with the guaranteed hours of work, the company shall be free to distribute work within departments and to transfer employees from one department to another, reasonable consideration being given to seniority, to ability and to extreme changes in temperature.

7.11(c) The weekly guarantee shall be reduced by the number of hours for which an employee is not eligible or available for work. This will include tardiness or absence from work on any day or part of a day, quitting or hiring during the week, being engaged in a stoppage of work, suspension or dismissal, laid off or being laid off. Notwithstanding the above, this reduction in the number of guaranteed hours, shall not be construed to restrict management rights, as set out in Article 3 of this contract.

7.11(d) The guarantee shall be the same in weeks in which a paid public holiday occurs as in others. Pay received for public holidays shall be regarded as part of the guarantee unless such pay is for hours worked which fall outside an employee's scheduled hours of work.

In consideration of the foregoing, the union agrees and the company expects that employees will perform whatever work may be assigned to them conscientiously.

7.12 INJURY - DAILY GUARANTEE - An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours on the scheduled shift in which the accident occurs, if medically capable, he returns to work for the balance of the shift or in the event that he is not medically capable to return to complete the balance of the shift, that he returns on the next scheduled shift immediately following the shift on which the accident occurred.

ARTICLE 8 - REST PERIODS

8.01 The company agrees to grant rest periods of fifteen (15) minutes each during the first half and second half of each shift. The first break shall be provided if an employee works in excess of two and one half (2½) hours during the first half of the shift and the second break shall be provided if the employee works six and one half (6½) hours during the said shift. The union agrees that rest periods must not be abused and will be limited from the time an employee leaves his job until he returns to it.

8.01(a) The employer recognizes that the two fifteen minute breaks during each shift shall be considered time worked. If an employee has time worked of six and one-half hours (6½)(including the fifteen minute rest period) and is finished work for the shift, but has not yet had a second rest period, the employee shall be credited with the second rest period as time worked for that shift.

8.02(a) Three (3) minutes will be granted each employee as a wash up period, immediately preceding the first meal period and immediately preceding a second meal period (if any) and before scanning out for the day.

8.02(b) Four (4) minutes will be granted each employee who is working in Ham Boning as a wash up period, immediately preceding the first meal period and immediately preceding a second meal period (if any) and before scanning out for the day.

8.03 Employees will attempt to use washroom facilities during rest breaks and lunch breaks. Time paid for washroom use shall be considered time worked.

Notwithstanding the above, it is hereby agreed that employees will be provided ten minutes per shift for the purpose of using the washroom facilities. It is further agreed that an additional five (5) minutes will be provided for this purpose during overtime, provided the overtime is for a duration of at least two and one half (2 ½) hours. Upon completion of six (6) hours overtime the employee will be provided with another five (5) minutes for the purpose of using washroom facilities.

8.04 MEAL ALLOWANCE - Employees shall not be required to work more than five (5) hours or one (1) hour after scheduled quitting time without a meal period. If employees are required to work in excess of the above limits after the first meal period, the company will provide the second meal and allow thirty (30) minutes at overtime rates for such meal period. Notwithstanding the above, if the overtime required within a department is for a period equal to or less than one and one half (1 ½) hours, the employee may elect to be paid for the meal allowance and thirty (30) minutes at overtime rates for the meal period in lieu of stopping for the second meal period, providing that the company also agrees.

It is agreed that the meal allowance shall be \$10.00 per meal.

If work continues for four (4) hours beyond the first meal allowance, another meal will be provided and thirty (30) minutes at overtime rates will be allowed for such meal period.

8.05 An employee's regularly scheduled break or meal period will not be changed by more than one hour due to breakdown.

8.06 The Company and Union agrees to review current placement of scanners and the placement of new scanners to help cut down on loss of time for employees during their breaks.

ARTICLE 9 - SENIORITY

DEFINITION OF SENIORITY

9.01(a) Full-Time Seniority is defined as length of continuance employment within the Full-Time Bargaining Unit.

9.01(b) Part-Time Seniority is defined as length of continuance employment within the Part-Time Bargaining Unit. Part-time seniority shall be subordinate to the seniority and application of seniority of all full time employees.

9.02 Employees from the bargaining unit appointed to positions outside the bargaining unit shall continue to accumulate seniority while in such positions for a period of four months from the date of their appointment. Should they return to the bargaining unit beyond four months, they will have zero seniority.

PROBATIONERS

9.03(a) For six (6) months subsequent to the date of hire, plus any times that they are not available for work prior to passing probation, new part-time employees shall be regarded as probationers and shall, for the purpose of this agreement have no seniority and may be dismissed, suspended or laid off with no recourse to the grievance procedure as set out in Article 4.

9.03(b) For two (2) months worked after being hired, new full-time employees, not having satisfied a previous probationary period, shall be regarded as probationers and shall, for the purpose of this agreement, have no seniority and may be dismissed, suspended or laid off with no recourse to the grievance procedure as set out in Article 4.

9.03(c) For the purpose of determining the probationary period, any time missed

from work for any reason will be added to the stipulated probationary period. Upon completion of such additional service, employees shall receive credit for seniority from the date of their employment except that seniority will not be credited for periods of lay off.

9.03(d) Full time probationary employees, if laid off and later recalled, shall be given seniority credit for past service, if they complete their probationary period within one hundred and twenty (120) days as stipulated in (b) above.

9.04 SENIORITY LIST - The union shall be notified of all changes occurring to the seniority list. The company shall give to the local union every thirty (30) days a seniority list showing those persons who have seniority.

9.05 SENIORITY BROKEN - The seniority of an employee may be considered broken, all rights forfeited and there shall be no obligation to rehire when he:

(a) Voluntarily leaves the services of the company.

(b) Is discharged for just cause.

(c) Fails to notify the company within forty-eight (48) hours of his intention to return to work within one (1) calendar week when recalled by telegram or registered letter to his last known address on file; or fails to return to work in accordance to the time limits provided for in the layoff/recall provision.

(d) Fails to return to work on an agreed date or is not recalled on a part time or full time basis within two (2) years.

(e) When a person has received a medical prognosis that does not support a possible future return to work.

The company will notify the union in writing when any of the above occurs.

JOB POSTINGS -

9.06(a) When a successful applicant vacates a required job or it is deemed necessary to post any new job, the following job posting process will apply:

(1) The company shall post the vacancy on a bulletin board for a period of five (5) working days.

(2) The job will be awarded to the most senior applicant, providing they have the abilities to perform the job within the established training period; generally recognized of not more than ten (10) working days for lower skilled jobs and twenty (20) working days for higher skilled jobs.

(3) The details of the chosen applicant will be posted on the bulletin board.

9.06(b) The successful applicant(s) of a job posting, whether they accept the position or not, will not be permitted to bid on another job posting for a period of four (4) months from the date the job is awarded.

9.06(c) No more than three (3) job postings shall be made as a result of an initial job vacancy. Any further vacancies beyond the first, second and third blue postings, will be posted yellow for part time employees or green for employees without jobs (in non posted positions); unless the posting is for day shift, which will then be posted blue for all full time employees.

9.06(d) At the time of the job posting, should there be a full time employee in a non posted position (NPP), then in lieu of a yellow posting, a green posting will apply. Only full time employees without a job are eligible to bid on these green postings, unless the posting is for day shift, at which time it will be posted blue. If the job posted is not bid on, then the most junior full time employee without a bid job and on the same shift as the posting, will be assigned to the job. Such employees, who are assigned, will be permitted to post on future jobs without being penalized.

9.06(e) If an employee is removed from their posted position due to a drop in production requirements and their work returns within six (6) months (from the day they are moved) then the employee will have the option of returning to their former job.

9.06(f) Prior to employees taking their scheduled vacation, they may notify human resources that they are interested in posting to a specific job or jobs that may be posted

during their vacation period. In the event that such jobs get posted, the company will consider these employees in the process.

9.06(g) In the event that no full time employee bids on a job posting, it will then be posted yellow for part time employees.

MOVING TO THE NEW JOB

9.07(a) The Company will ensure that the successful employee will not be held back for a period longer than the following:

(1) Employees performing a lower skilled job (Bracket 10 or lower; or the equivalent) for more than ten (10) working days.

(2) Employees performing a higher skilled job (Bracket 11 or higher; or the equivalent) for more than twenty (20) working days.

9.07(b) In the event that an employee is required to stay at his present job posting beyond the time limits outlined above, the Company agrees to increase the wage rate of the employees so affected by \$0.50 per hour (plus bracket if greater) for each hour worked thereafter, up to a maximum of twenty (20) days. It shall be understood that this will only be used for the purposes of adequate job training.

9.07(c) Employees, once positioned on the job, will have up to, but not more than ten (10) working days for lower skilled jobs or twenty (20) working days for higher skilled jobs to determine if they want to stay on the job. If mutually agreed between the employee and the employer, this time may be shortened. If an employee is returned to his former job during the trial period at his own request or because of an inability to perform the job requirements as determined by the supervisor, they will be returned to their former job, wage and shift. Such employees will not be eligible to bid on another job posting for a period of four (4) months from the date of their decline.

ALL AROUND EMPLOYEES

9.08 The company agrees that the position of all around person within a department shall be considered a promotion under Article 9.10 and that such position will be posted within the department and shift. Notwithstanding that the provision of Article 9.10 will govern the selection of all around person within a department, it is agreed and understood that:

(1) Management will decide if and when an all around person is required within a department.

(2) The managing supervisor shall make the final decision whether an all around person is suitable to the position.

(3) When an all around person is created or posted within a department, the subsequent position created will be posted within four (4) months.

(4) Any employee who is unsuccessful at the position of all around person within his department will lose his further rights to apply for this position for one year within that department.

(5) All Around Persons shall be paid (two) 2 brackets higher or the equivalent of the highest posted bracket in the department. In addition to providing washroom relief and assistance in keeping the production lines running in their respective departments, when practical, they will be responsible for assisting with start ups, change overs and simple trouble shooting.

9.09 ESTABLISHING RATES FOR NEW OR CHANGED JOBS

(1) The company agrees that should a new classification be created during the life of the agreement or an existing job be changed, it will meet with the union and negotiate an appropriate rate for the new or changed job. New rates shall be established considering the job content, responsibility, required skills, and the relationship between existing wage rates for similar jobs in the plant. Should the parties be unable to reach agreement on the new or changed rates, the Company shall establish the rate and the union shall have the right to grieve.

(2) Company to notify Chief Steward of the local Union of any new jobs or job changes in writing.

(3) In case a disagreement arises, it will then be subject to the grievance procedure according to this agreement.

9.10 PROMOTIONS & TRANSFERS – In the event of a promotion or a transfer the principle of seniority shall apply, except where otherwise stated.

9.11 UTILITY EMPLOYEES

(1) Such employees are defined as full time employees who will be scheduled according to the needs of the business, but who are used primarily to replace absent employees (scheduled, unscheduled) and who, as the business requires, may be moved between operating shifts, in accordance to seniority, skills and ability.

(2) The number of utility employees staffed in the business will vary in accordance to the needs of the business.

(3) Utility employees do not have a weekly guarantee and periodically due to business requirements may need to be sent home. In such cases, volunteers are sent home first, thereafter part time employees and then utility employees, in reverse order of seniority.

(4) Utility employees will be paid in accordance to Schedule "A" and if required to temporarily fill a higher rated job, he shall receive the higher rate for the time he actually performs the job.

(5) The Company and Union agree that the number of utility employees will not exceed the ratio of one (1) utility employee for every sixteen (16) full time workers with a guarantee. The number of working employees in the plant without a guarantee (utility workers and part time employees) will not exceed 25% of the full time employees with a guarantee. For example, should the plant have 400 full time employees with a guarantee, then the Company cannot exceed a total of 100 utility and part time workers. Should the number exceed 25%, the Company will post the required number of jobs to get the number equal to or less than 25%.

(6) Utility workers will be eligible for:

(a) Daily overtime in the department to which they are working on the day overtime is required and in accordance to Article 7 of the collective agreement.

(b) Weekend overtime which will be determined in the department where they work on the Friday prior to the weekend where overtime is required; for B and C shift employees, in the department where they work on the Thursday night prior to the weekend where overtime is required; and in accordance to Article 7 of the collective agreement.

(c) Scheduling of vacation on the basis of being part of the utility group, between the three (3) shifts (A, B, C) and in accordance to Article 17 of the collective agreement.

9.12 JOB DELETION

In the event a job should be eliminated on a permanent basis, then the following will apply:

(1) The Company will inform the union in writing with the reasons for the change.

(2) The employee(s) affected will be notified in writing and recognized as having a non-posted position (NPP) and will continue to be scheduled on the same shift.

(3) If his job (the position eliminated) returns within six (6) months (from the day the employee is moved) then the employee will have the option of exercising job recall rights back to his former job.

(4) The employee(s) affected, until such time that they post onto a job, will:

(a) choose their vacation from the department from which they were removed, until such time that they bid or are placed onto a job in another department; and.

(b) have their rate of pay circle rated for a period of six (6) months, regardless of whether an employee bids into a lower rated job during this period of time; and

(c) will be entitled to overtime in the same manner as utility workers, as per Article 9.11(6).

LAYOFF AND RECALL:

9.13(a) In case of a reduction in the workforce, the goal of the Company and the Union shall be to ensure the senior employees continue to work. To this extent the Company agrees, excluding voluntary lay-offs, no part time employee or utility person shall be working while there are full time employees on layoff. Subject to skills and abilities, the Company will endeavour to position full time employees onto jobs they are already trained on. In an effort to keep employees with seniority working, this may require occasionally moving employees off their bid job and onto other jobs during the

period of layoff.

Therefore; first, volunteers are laid-off; second, part-time employees are laid-off in reverse order of seniority; third, utility persons in reverse order of seniority are laid-off; last, the most junior full time employee with a guarantee of hours shall be laid off.

9.13(b) Prior to the issuance of lay off or recall notices, as per (c) below, the company shall meet with the chief steward and/or the unit chairperson of the union with the reasons for the layoff or recall and a list of names in writing of employees to be laid off or

recalled. The parties shall examine situations where employees without a guarantee of hours are, or have been, working predictable full time hours and the Company, where practical, will assign these hours to affected employees.

9.13(c) Notice Of Lay Off - Employees with guarantee of hours and who have completed their probation period shall be given one (1) week notice of lay off.

9.13(d) Time Limits On Recalls - The Company agrees that employees who have completed their probationary period and who have been laid off shall retain right of recall during the twenty-four (24) months following date of layoff.

9.13(e) Recalls - Employees shall be recalled in reverse order of lay-off. Failure to answer a recall within the time limits as set out in Article 9.05 shall result in termination.

9.13(f) If an employee is recalled within three (3) months of date of lay off, they shall return to the work available and, at the point in time that the posted position from which they were laid off becomes available, they shall revert to their posted position.

9.13(g) If an employee with less seniority is recalled to a shift a more senior employee had prior to lay-off, the senior employee will return to his pre lay-off shift and the junior employee will be placed on the vacant shift.

9.13(h) If the date of recall is more than three (3) months from date of layoff the employee shall be recalled to the work available and shall be required to post for a job opening when available.

LEAVES OF ABSENCES

9.14(a) Personal Leave Of Absence - Leave of absence may be granted (without pay) to an employee by the company for good and sufficient reason upon application by the employee in writing provided the granting of such leave does not seriously interfere

with the requirements of a department. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the company and if the leave is granted by the company, it shall be confirmed in writing and a copy thereof given to the Unit Chairperson or the Chief Steward of the union.

9.14(b) Maternity Leave - The Company shall grant a female employee a maternity leave of absence. A request for a leave of absence must be in the hands of the company

at least three (3) months before the expected delivery date. Such employee shall be allowed to continue working for the period the attending physician states she is physically able to do so. The employee shall be re-employed by the Company after the birth, providing she returns to work within seventeen (17) weeks (or some other time as stipulated by legislation) unless she is entitled to and so chooses to take parental leave immediately following her maternity leave. The employee must make application, in writing, within eight (8) weeks after the birth, and give the Company a minimum of two-(2) weeks' notice in advance of the day she intends to return to work. In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate.

9.14(c) Parental Leave / Adoption Leave

(a) Entitlements - Every employee who has been in the employ of the Company for 12 months and;

(1) who, in the case of a female employee, becomes the natural mother of a child, in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of their new-born child, or adopts a child under the law of a province; and

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

is entitled to and shall be granted parental leave, consisting of a continuous period of up to thirty-five (35) weeks.

9.14(d) Commencement of Leave - Except as indicated below, parental leave

must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Company and the employee agree otherwise.

9.14(e) Late Application for Parental Leave - When an application for parental leave under subsection (1) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted parental leave under this section for the portion of the leave period that remains at the time the application is made.

9.14(f) Reinstatement of Employee - An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied by him at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

9.14(g) Jury Duty - If an employee with seniority is required by law to attend Jury Duty or to appear as a witness following receipt of a subpoena during hours that the employee is normally required to work as part of his regularly scheduled shift, the company shall pay the difference between an employee's basic weekly wage rate and the amount he is paid by the government during the time he is required to miss work for this purpose.

9.14(h) Leave Of Absence For Public Office – Employees who are elected to municipal government, the provincial legislature or the parliament of Canada shall, upon establishing need for same be granted leave of absence for a period not to exceed the duration of this agreement. Within one (1) month's notice of their desire to return with the company, such employees shall, subject to their seniority, be placed in a position at an equal rate provided they can perform the work, retaining the seniority possessed at the time such leave of absence was granted.

9.14(i) Bereavement Leave

(1) When an employee with seniority attends the funeral of an immediate relative, he shall receive the equivalent of three (3) days pay at regular rates of pay for this bereavement period. For the purpose of this clause, an immediate relative shall be one of the following: spouse (includes common law and same-sex partner where the

employee and the spouse have been living as partners in the same household for at least one year), daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, and grandchildren. Two (2) extra days will be granted when the funeral takes place at a distance of more than two hundred (200) miles away from the employee's residence.

(2) The employee shall be entitled to leave with pay of one (1) day to attend the funeral of his or his spouse's grandparents. He will also be entitled to one day's leave with pay to attend the funeral of his brothers-in-law and his sisters-in-law.

(3) It is agreed by the company that in the event an employee cannot attend the funeral of an immediate relative as provided for in Article 9.14 above, or the funeral of his or his spouse's grandparents or the funeral of his brother-in-law or sister-in-law and it is determined that attendance would create undue hardship on such an employee, then the company agrees that the attendance requirement in Article 9.14 shall become null and void. It is further understood that when the attendance requirement is nullified and the employee so affected does not attend the funeral, then the extended two (2) days travel provision as provided for in Article 9.14 shall also become null and void.

(4) If the funeral takes place during the employee's vacation and he attends the funeral, he shall be entitled to bereavement leave with pay upon termination of such vacation.

9.15 ABSENCE DUE TO ACCIDENT OR SICKNESS - If any employee is absent from work because of accident or sickness for a period corresponding to the allowable break provided for in Article 9 of this agreement but not exceeding twenty four (24) months, he shall be returned to the position held prior to such absence if medically capable or to some other position at equal pay providing he can do the work or can qualify in a reasonable time.

ARTICLE 10 - SAFETY AND HEALTH

10.01 The company shall make provisions for the safety and health of employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary by government regulations shall be provided by the company. This however, shall not be construed to include such personal necessities as

safety boots or any article, which becomes the personal property of the employee.

10.02 The union agrees to appoint or elect and the company to recognize bargaining unit representatives on a Joint Health and Safety Committee.

10.03 The safety committee shall be comprised of five (5) union members chosen by the employees and five (5) representatives of the company, on the basis that two

members are from the “B” and “C” shifts respectively, where practical. Any five members of this committee may make recommendation to the company on matters affecting the safety and health of the employees. In the event that the company does not satisfactorily respond to such recommendation, the issue may be advanced forward to the grievance procedure at the third step. However, the grievance shall not be submitted to arbitration until an officer of the Department of Occupational Health and Safety has confirmed that the issue does create a safety or health hazard.

10.04(a) One safety committee member from the union and one from the company shall accompany the safety inspector during his inspection duties.

10.04(b) A fire emergency drill on each shift shall be carried out once a year, during working hours, without loss of pay, at a time to be determined by the company.

10.04(c) Ammonia - In the event of an Ammonia Leak, tests will be taken in the affected areas. The tests will be taken with a trained union member present, and the results will be shared with that union member. If possible, the trained union member will be a member of the Joint Health & Safety Committee. If there are no trained union members available at the time of the test, results will be shared with an available steward. Should the test results be in excess of 12.5ppm, employees will not be requested to continue or resume work in the affected area.

10.04(d) Carbon Dioxide - In the event of a Carbon Dioxide alarm in the IQF or any other area, employees will not be requested to continue or resume work in the affected area until the meter reading returns below 2500ppm. This shall apply as long as a meter is calibrated and running. If the meter is not running or if there is no meter, an air sampling monitor will be used and the reading above shall apply.

10.04(e) The company shall make a sincere effort to have personnel trained to administer first aid in the plant at all times when employees are required to work regular shifts.

10.04(f) The company shall maintain a properly equipped first aid room.

10.04(g) Transportation shall be provided to the nearest hospital for employees requiring medical care due to a serious illness or as a result of an accident. There shall be no charge to the employee for this service.

10.05 SAFETY AND HEALTH RECORDS, REPORTS AND DATA - Providing the employee gives written authorization to the employer, the employer shall provide the union all accident reports and other health and safety records in the possession of the employer, including records, reports and data provided to and by the WHSCC and other government departments and agencies, for those employees who have so given proper authorization. This provision shall apply only to data and records accumulated after the date of the signing of this agreement in 1991.

10.06 ACCESS TO THE WORKPLACE - Given 24 hours notice, a union staff or a union health and safety advisor or consultant shall be provided access to the workplace if required to attend Joint Health and Safety Committee meetings, or for inspecting, investigating or monitoring the workplace in relation to safety problems which are alleged to exist. Under this provision, a management representative must be in attendance.

10.07 In total, Union members of the Joint Health and Safety Committee shall be entitled to time off work equivalent to six (6) eight (8) hour shifts, per year, with no loss of seniority or earnings to attend safety seminars.

10.08 The company shall notify the Joint Health and Safety Committee of all accidents immediately and shall provide time off at no loss of pay to investigate such accidents.

All incident reports shall be reviewed with a Union Member of the Joint Health and Safety Committee on a regular basis, but at least monthly.

10.09 Should an employee be requested to provide medical information to the Company, the Company will reimburse the employee for specific requests, as per established company protocols and verified by appropriate receipts.

10.10 It is hereby agreed that all employees who require training for Safety

Courses put on by the company and the Safety Committee will be paid at their regular straight time rate. In the event an employee does not attend such a course when required, they shall be required to justify their absence to the Safety Committee.

10.11 The company agrees to provide time and pay for a Union Health & Safety Representative for twenty (20) scheduled hours per week to work on Health & Safety issues. This is in addition to time required for Health & Safety issues that occur during the other twenty (20) hours of his scheduled regular work week, as approved by the Company.

10.12 The Company and Union agree to work on ergonomics over the life of the contract.

10.13 The Company recognizes that it has a duty to accommodate injured and/or disabled workers as outlined under the Human Rights Act.

ARTICLE 11 - TOOLS, LICENSES, KNIFE SHARPENING AND CLOTHING

11.01(a) TOOLS -The company shall furnish, and properly maintain, all equipment deemed necessary by management for the work of the employees using them, subject to the establishment of such regulations as are necessary to prevent abuse. Such tools and working equipment shall remain company property.

11.01(b) Effective January 2009, the company shall pay to each employee with seniority a boot allowance of one hundred twenty five dollars (\$125.00) in January of each year.

11.02 RENEWAL OF LICENSES - The company shall reimburse employees for the renewal of necessary licenses required in the performance of their duties - this does not include regular drivers license.

11.03 SHARPENING KNIVES - The sharpening of knives shall be done during working hours by the employee performing the work or the company shall arrange to supply sharpened knives to the employees to perform the work assigned to them. This work will not contracted out during the life of this agreement.

11.04 All equipment and clothing provided by the company remains the property of the company. In the event of termination of employment, all equipment and clothing must be returned. If not, the cost will be deducted from final pay-check. Replacement cost, in most cases where replacement of clothing and equipment is necessary, the "old for the new" policy shall apply. If an article is not turned in, the employee will be charged. The employee will not be charged for articles turned in, broken or stolen.

11.05 The Company agrees that employees that work in low temperature areas shall be provided with appropriate clothing, as determined by the Joint Health and Safety Committee.

ARTICLE 12 - TECHNOLOGICAL CHANGE

12.01 "Technological change" means the automation of equipment, the mechanization or automation of operations, the replacement of equipment or machinery or process modifications due to technological development, which results in the displacement of an employee from his job.

The displacement of an employee from his job will not be considered to have resulted from a technological change if such displacement is caused by depressed business conditions, shortage of raw materials or livestock, fault of the employee, relocation or replacement of machinery or equipment which is not the direct result of a technological change in such machinery or equipment, strike, slowdown, breakdown, sabotage, or an Act of God.

12.02 The employer shall notify the union in writing three (3) months before the introduction of any technological change which adversely affects the employee's working schedule or wage rate.

12.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the employer, be given a reasonable period of time to acquire the skills necessitated by the new method of operation. There shall be no reduction in wage of any such employee during this training period.

12.04 A full-time employee who is laid off indefinitely because he cannot be relocated within the plant and retrained following a technological change will be eligible to make application for separation pay after eighteen (18) months of being laid off. An

employee who applies for and accepts separation payment shall forfeit seniority and all other rights under this agreement. The amount of separation pay will be one (1) week's pay for each year of seniority to a maximum of eight (8) weeks. Such pay will be based on a forty (40) hour week at the rate of pay that the affected employee was receiving prior to his being laid off.

12.05 PLANT CLOSURE - The company hereby agrees that in the event of a permanent plant closure due to economic hardship, a notice period or pay in lieu of a notice period of one (1) week for every year of service up to a maximum of eight (8) weeks shall be given to full-time employees who are not on lay off. This shall not apply to full-time employees who have less than one (1) year's service.

This article shall be null and void if a plant closure results from a labour dispute, explosion, loss of utilities, machine breakdown, Acts of God or other acts of a similar nature which are beyond the control of management.

ARTICLE 13 - GOVERNMENT REGULATIONS

13.01 It is mutually agreed that no demand shall be made by either party of this agreement upon the other party which in any way contravenes laws, orders or regulations issued by or under the authority of the Government of Canada or that of the province of such agency as may be deputed by either such governments from time to time in regards to wages, bonuses, hours, conditions of labour or other related matters.

ARTICLE 14 – HOLIDAYS

14.01(a) The following shall be considered as paid eight (8) hour day holidays for all full-time employees, and part time employees having greater than two (2) years seniority, at their classified hourly rates of pay covered by this agreement. All hours paid for the ten defined holidays shall be considered time worked.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
New Brunswick Day	Boxing Day

14.01(b) The following shall be considered as a paid holiday at their classified rate of pay:

(1) The latter four (4) hours of an employee's last scheduled shift before Christmas provided he works the first four (4) hours of such shift, unless mutually agreed not to work the said shift,

(2) The latter two (2) hours of an employee's last scheduled shift before New Year's provided he works the first six (6) hours of such shift, unless mutually agreed not to work the said shift.

14.01(c) The company shall provide one half (½) day as a paid floating holiday, to be taken on a day to be scheduled by management and taking into consideration the wishes of the employee.

14.02 Employees absent on the working days next preceding or next following any of the ten (10) defined holidays shall not be entitled to pay for such holidays unless the absentee received permission from the employer to be absent or because of sickness evidenced by a medical certificate or on account of death as covered in Article 9. In the event that an employee receives WHSCC payments or Weekly Indemnity payments for any such holidays, the employee, if eligible, will be paid by the company the difference between his regular day's pay and the amount received from compensation or weekly indemnity for that holiday.

14.03 If any of these holidays fall on a Saturday or Sunday, the Monday following shall be observed and where Monday is also a holiday, the Tuesday will be observed in lieu of Monday.

14.04 If any of the recognized holidays falls on an employee's scheduled day off, the employee will receive a day's pay or if preferred another day off in place of such day's pay. The optional day to be agreed by employee and management, once agreed to, cannot be changed. If an employee is scheduled to work on this designated day such work shall be considered work performed on a statutory holiday and paid accordingly. Employees working on the ten (10) defined holidays in this article shall receive eight (8) hours pay at straight time rates and shall, in addition, be paid time and one half straight time rates for all hours worked on such holidays.

14.05 Eligible part time employees with less than two (2) years seniority, shall be

compensated as follows:

(1) All part time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty two (32) hours or more per week in the four (4) weeks preceding the week in which a holiday occurs, shall receive eight (8) hours' pay at his regular, hourly rate for each holiday.

(2) All part time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a holiday occurs, shall receive six (6) hours' pay at his regular, hourly rate for each holiday.

(3) All part time employees who have been employed thirty (30) calendar days or more and have worked an average of at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a holiday occurs, shall receive three (3) hours' pay at his regular, hourly rate for each holiday.

14.06 For the purpose of pay for Christmas Eve and New Years Eve, part time employees with less than two (2) years seniority, provided they work as stipulated in 14.01 , will be paid as follows:

(1) If an employee is entitled to eight (8) hours pay, as per article 14.05, for Boxing Day, he shall receive four (4) hours pay for Christmas Eve. If the employee does not meet the requirements of article 14.05, he shall receive two (2) hours pay for Christmas Eve.

(2) If an employee is entitled to eight (8) hours pay, as per article 14.05, for New Years Day, he shall receive two (2) hours pay for New Years Eve. If the employee does not meet the requirements of article 14.05, he shall be paid one (1) hour for New Years Eve.

ARTICLE 15 - VACATIONS

15.01(a) Full time employees shall receive a vacation with pay subject to the following conditions:

Upon completion of: Vacation Entitlement

1 to 4 years' service	2 weeks
5 to 11 years' service	3 weeks
12 to 19 years' service	4 weeks
20 years' service	5 weeks

Part time employees shall receive a vacation with pay subject to the following conditions:

Less than 8 years service	4% of previous years gross earnings
8 years service or more	6% of previous years gross earnings

When a part-time employee attains full time status, for vacation entitlement purposes only, the Company will subtract two (2) years from the employees part-time service, then he will be credited one half (1\2) remaining service for vacation credit.

15.01(b) New employees with less than one (1) year's service shall be entitled to that fraction of two (2) weeks that his length of service is to one year, such employees shall receive 4% of their gross earnings to April 1st following their date of employment.

15.01(c) Providing the employee is entitled to three (3) weeks vacation as per Article 15, the company agrees to pay the employee six per cent (6%) of gross earnings for the year for his first three (3) weeks entitlement, or the vacation entitlement as per Article 15, whichever is greater.

15.02 Method of calculating vacation pay - Vacation pay for each week of vacation for hourly rated employees shall be the normal weekly hours at the regular hourly rate, providing that 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 thirty (30) working days annually.
2. Up to twelve (12) consecutive months from the date of the illness or injury for employees covered by Weekly Indemnity or Long Term Disability benefits.

3. Up to twelve (12) consecutive months from the date of the illness or injury due to compensable illness or accident.
4. Leave of absence for union business.

15.03 Completion of required service after April 1st - Employees who, after April 1st and prior to the end 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 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.

15.04 Vacation Season - 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 in a department and at times requested by employees. In consideration of employees seeking more vacation time, especially during prime time (July/August), the company, when feasible (based on the availability of replacement employees and demands of the business) will accommodate such requests. At a minimum and as a general rule, the Company will plan on one (1) employee being off on vacation, per seven (7) employees for departments with greater than twenty (20) employees; and one (1) employee being off on vacation per six (6) employees for departments with twenty (20) employees or less.

Senior employees in each department shall be given preference for the first three (3) weeks of vacation entitlement. Employees entitled to four (4) and/or five (5) weeks of vacation shall take their fourth (4th) and/or fifth (5th) week at a date mutually agreed between the employee and the company.

In the calculation of number of employees that may be allowed vacation leave in any week in a department, part-time shall only be allowed to schedule vacation leave where the minimum number as set out above has not been filled by full time employees.

15.05 In case of temporary shortage of work and in order to avoid lay offs, the company, after consulting with the union, will endeavour to send on vacation employees eligible to a fourth (4th) and/or fifth (5th) week of vacation, as the case may be, the whole

in accordance with Article 9 - Seniority. The company shall also advise the union in writing of such list of employees.

15.06 If one or more public holidays mentioned in Article 14 occur during the employee's vacation period, the company will allow the employee one day for each holiday that occurs during his vacation with pay as provided in Article 14 of the public holidays.

If the employee is to receive one or more compensatory day's holiday with pay, it shall be taken at a time mutually agreed upon between the employee and his supervisor. If subsequently the employee does work on the compensatory day's holiday, it shall be considered as work performed on a public holiday and the employee shall be paid double (2) the employees' regular rate of pay for the time worked.

Further, the employee may declare their intention to have their first day back to work following their vacation paid out in lieu of a compensatory day.

15.07 No carry over of vacations - Except as set out below, (1) every employee shall take his vacation in the vacation season in which he becomes eligible for it, (2) vacation periods shall not be accumulated from year to year.

Exceptions:

(1) An employee eligible for a fourth (4th) and/or fifth (5th) week of vacation may, by prior arrangement with his supervisor, accumulate his fourth (4th) and/or fifth (5th) week of vacation from year to year to be taken at a later time convenient to the company, taking into account the wishes of the employee. Such accumulated vacations may be taken only as full weeks or multiples thereof and shall be taken prior to the employee's retirement.

(2) In the case of an absence from work for which an employee is eligible for sick pay and this absence commences prior to and continues into his scheduled vacation period and:

(a) The employee does not return to work prior to the end of the calendar year in which the absence commenced, or,

(b) The employee returns to work too late in the calendar year to permit his vacation to be rescheduled.

Any remaining or all of the first three (3) weeks of the employee's vacation will be carried over and rescheduled in the following year. Such carried over vacations shall be granted subject to the demands of the business but the company will make a sincere effort to grant vacations at times requested by employees, provided they do not interfere with the scheduling of regular vacations for the current year.

Where any of an employee's first three (3) weeks of vacation are carried over as above into the following year but cannot be rescheduled to be completed by December 31st of that year, the employee will be granted pay in lieu of vacation.

15.08 On March 1st of each year the company shall circulate the vacation sheet to the employees. All employees shall make their decision by March 15th. This sheet shall be posted no later than the 30th of March. This schedule shall be binding on both parties unless changes are mutually agreed by the company and the employee.

15.09 On termination of an employee's service, he shall be eligible at time of leaving to receive any unexercised vacation credit.

15.10 An employee may choose to receive vacation pay without time off for vacation entitlement exceeding two (2) weeks and work during this period at regular rates of pay for hours worked during his regular scheduled shift. This shall not contravene Article 15.05.

ARTICLE 16 - SICK / FAMILY SICK DAYS

16.01 All full time employees shall be entitled to three (3) Sick / Family Sick Days each (12) twelve month period, beginning November 1, 1991. (As of July 27, 2008 "Sick Days" amended to "Sick/Family Sick Days") Such entitlement to sick benefits shall be governed by the following conditions:

(1) All entitlement to Sick / Family Sick Days must be used before employees are permitted to finance sick days under Article 16.02.

(2) It is agreed that any employee who has less than one year's full time seniority and has used his (3) three Sick / Family Sick Days and quits the employ of the company before he attains one year's seniority as a full-time employee shall repay the company, as a deduction off his final pay cheque or owed vacation entitlement as

required.

(3) All employees who have not used all their entitlement to Sick / Family Sick Days as of November 1, of each year shall have the right to sell their unused portion at their then current rate.

16.02 The company agrees that in the event that an employee is absent from work due to an accident or sickness, that such an employee may require the company to provide a loan equal to the amount of pay lost during such absence. This provision will be provided to a maximum of (6) six working days per calendar year. The first three (3) Sick / Family Sick payback days must be used and repaid in full before the employee will be able to use the remaining three (3) payback Sick / Family Sick days within the calendar year. It is agreed that such outstanding amounts will be repaid at the following rates:

(1) Amounts under \$200 repaid at \$20 per week.

(2) Amounts over \$200 repaid at \$30 per week.

It is further agreed that in the event an employee ceases to be an employee of Maple Leaf Consumer Foods, Moncton, that all monies owed the company under this provision shall be deducted off the employee's last pay-check or vacation pay as required.

ARTICLE 17 - PENSION

17.01(a) The Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN.

17.01(b) The employer agrees to contribute to the Trust Fund of the Canadian Commercial Workers Industry Pension Plan during the life of this contract for all full time and part time (who have completed their probationary period) employees, in the bargaining unit as follows:

As of December 16, 2007 - \$0.47 per hour

17.01(c) The above rates of contribution shall be in addition to any payment, which

the Employer may pay to the Canadian Commercial Workers Industry Pension Plan in respect of past service contributions as requested by the union.

The Employer agrees to contribute to the Trust Fund of the Canadian Commercial Workers Industry Plan for all employees in the bargaining unit as per above to provide past service benefits for the life of the contract as follows:

As of Date Of Ratification - \$0.48 per hour.

The Company acknowledges the anticipated shortfall of the past service obligation based on the current contribution rate and the historical level of hours of the Moncton plant. In order to rectify the situation, effective date of ratification, the company will increase the past service contribution by \$0.20 per hour (from \$0.28 per hour to \$0.48 per hour) for the term of the agreement. This is in addition to an increased level of contribution, which may occur as a result of future network optimization. Should these steps fail to eliminate the past service liability, the company agrees to satisfy the obligation no later than January 4, 2012. Should the past service liability be paid off prior to the expiry of the agreement, the additional \$0.20 will continue to be paid to the Pension Stabilization fund until the expiry of the contract.

The Employer agrees that when the "Past Service Contributions" request is paid in full as set out above, \$0.28 of the \$0.48 per hour rate of contribution will be added to the current rate of contribution as per 17.01(b) above (resulting in \$0.75 per hour).

17.01(d) Effective April 1, 2008, the Company agrees that in addition to the contributions it will make to the Canadian Commercial Workers Industry Pension Plan the Company also agrees to contribute ten (\$0.10) cents per hour to the Stabilization Fund for a period of time as determined by the CCWIPP Trustees.

The Company further agrees that should the Stabilization Fund cease to exist the contributions allocated to the Stabilization Fund will be added to the current CCWIPP contributions and forwarded to CCWIPP.

17.01(e) For purposes of paragraph (b) and (c) above, hours paid means all hours paid to all full-time and part-time employees as per above.

The maximum number of hours paid per week is the number of hours of the normal week of a full-time employee in the bargaining unit.

The said hours paid shall include hours worked, hours paid by the Employer for the time not worked because of illness or accident, vacations, statutory holidays, bereavement leave, jury duty, paid time for negotiation or grievance meetings, etc.

The Employer agrees to sign the "Participation Agreement" and to supply any other documents, forms, reports or information pertinent to the pension plan, as requested/required by the Trustees of the Pension Plan.

The Employer shall forward all contributions, supported by a report in a format to be designated by the Trustees, together with a list of all employees and the number of hours paid and worked for each employee in each month. Contributions shall be made within fifteen (15) days following the end of each month.

ARTICLE 18 - ABSENTEEISM

18.01 When absenteeism occurs, every consideration shall be given by the employee to the production schedule and resulting disruption by means of advance notice.

18.02 An employee who abuses time off from work for sickness shall be required to present medical certificates to the immediate supervisor upon request and the union will be notified of this request. The union will be provided a copy of the letter of request. Employees will be required to get permission for any time off any scheduled shifts, for other than sickness or accident, twenty-four (24) hours prior to shift commencement from the supervisor.

ARTICLE 19 - WAGE SETTLEMENT

19.01(a) The Company shall pay wages as set out in Schedule "A" attached hereto and forming part of this Agreement. Each employee shall be provided with a weekly itemized statement of his wages, overtime, hours of work and other supplementary pay and deductions. Wages shall be paid weekly by direct deposit. The Company may not make deductions from wages unless authorized by the employee, by statute, court order, arbitration award or this Agreement.

19.01(b) The Company has agreed to introduce Canada Savings Bonds for employees through payroll deduction. The Company and Union agrees that once a Canada Savings Bond is taken out by an employee, it cannot be cancelled until the Canada Savings Bond has been fully paid and released by the holder of the Bond.

ARTICLE 20 - DURATION OF AGREEMENT

20.01 This collective agreement shall become effective as of July 27, 2008, and shall remain in full force and effect until December 15, 2010. It shall continue in effect from year to year thereafter unless one of the signatory parties notifies the other in writing by registered mail, within a period of not more than sixty (60) days and not less than thirty (30) days prior to the automatic renewal date, of desire to amend, revise or terminate this collective agreement.

In witness whereof the parties hereto have hereunto set their hands and seals this ____ day of _____, 2008.

Signed on behalf of:

Signed on behalf of:

MAPLE LEAF CONSUMER FOODS,
MONCTON

UFCW CANADA, LOCAL 1288P

SCHEDULE "A"
CLASSIFICATIONS & RATES OF PAY

The company agrees to pay the following wages, as at the prescribed dates to all full-time and part-time employees.

FULL-TIME

Year 1 December 15, 2007 Base rate of **“\$14.65”**

Year 2 December 15, 2008 Base rate of **“\$14.95”**

Year 3 December 14, 2009 Base rate of **“\$15.30”**

PART-TIME

	Rates
a) Start	\$10.50
b) 6 months	\$11.00
c) 12 months	\$11.50
d) 18 months	\$12.00
e) 24 months	\$12.50

The following provisions are additional matters related to the monetary offer:

On August 1, 2008, by separate deposit, all active employees who have completed their probationary period prior to July 27, 2008, shall receive retroactive pay in the amount of a \$400.00 lump sum.

Each bracket value shall be 8.5 cents.

Shift premiums shall be as follows:

Evening Shift (Starting Time After 35¢

Graveyard Shift	1 p.m. to 7:59 p.m.) (Starting Time After 8 p.m. to 2:59 a.m.)	50¢
Weekend Shift	\$1.00 per/hour for each hour worked on Saturday and Sunday as part of your regularly scheduled shift.	

Employees entitled to shift premiums on a regular basis shall receive the premium for all pay while performing their premium job function and/or while on approved leave.

Employees shall receive the applicable wage rates provided for the job or jobs they perform when they become qualified.

"Qualified" as used above shall be interpreted to mean ability to regularly perform the job without instruction or assistance. The qualifying period shall not exceed the number of working days as set out in Article 9.06 unless mutually agreed between management and union, after which the rate shall be paid.

The rate of new experienced employees will be the job rate less the probationary differential as applicable when the employee becomes qualified as defined above.

When an employee is required temporarily to fill a higher rated job and is performing this job, he shall receive the higher rate, but if required temporarily to fill a lower rated job he shall receive his regular rate.

When an employee is regularly assigned and actually performing the work where the job rate is higher, he shall receive the higher rate when qualified as defined above, for only the time he actually performs the work.

When an employee is transferred to a lower rated job at their request, then the lower rate of pay shall apply immediately.

When an employee is transferred from work where the job rate is higher, his rate shall not be reduced for a period of thirteen (13) weeks including layoff after which the lower job rate shall prevail. Should the employee be returned temporarily to this former regular job during the above period, the number of days so spent on his

former regular job shall be added to the above period. However, should the employee be returned, temporarily to his former regular job during the above period for three (3) consecutive weeks or more, the above thirteen (13) week period will recommence from the day he again returns to a lower rated job.

APPENDIX "A"
INSURANCE

Maple Leaf Consumers Foods, Moncton has agreed to the following conditions and terms as they pertain to the ongoing financial administration aspects of the group Insurance Plan for members of UFCW Canada Local 1288P employed by Maple Leaf Consumers Foods, Moncton.

1. Upon notification from the union, policy number 21095, underwritten by Manualife will become known as "UFCW Canada Local 1288P Group Insurance Trust Fund".

2. The Company agrees to pay the premiums set out in 9. below, as established by the "UFCW Canada Local 1288P Group Insurance Trust Fund" effective January 1, 2008. The Union agrees that any increases to premiums due to Benefit Design changes shall be paid One Hundred (100) percent by the employees.

3. All premium accounting functions will remain with Maple Leaf Consumers Foods, Moncton with payroll deductions being performed by Maple Leaf Consumers Foods, Moncton.

4. Each month, on or about the tenth (10) day, Maple Leaf Consumers Foods, Moncton will pay the premiums for the current month to the UFCW Canada Local 1288P Group Insurance Trust Fund, along with the detailed member contribution list.

5. The Union will provide to the company an annual letter outlining the new renewal rates for the upcoming year. Any resulting increases shall not be effective on less than thirty (30) days notice.

6. The company agrees that the group insurance plans, as outlined in

the insurance booklet provided, shall be effective during the life of this agreement and that the provisions of such plans can only be modified or changed in accordance with the trust agreement, with the company notified in the form of amendments/revised booklet pages.

7. The insurance plans shall apply to all present employees and to all new employees after completing the probation period.

8. Life, AD&D, Extended Health, Dental Plan, Weekly Indemnity, and Long Term Disability are mandatory under this plan for Full Time employees. Life, AD&D, Extended Health, and Dental Plan are mandatory under this plan for Part Time employees. However, Extended Health benefits and Dental benefits may be waived if the employee can show he has coverage under a different plan.

9. Premiums shall be cost shared on the following basis:

(A)	Extended Health Plan	60% Employer - 40% Employee
(B)	Dental Plan	60% Employer - 40% Employee
(C)	Life and AD&D	60% Employer - 40% Employee
(D)	Weekly Indemnity	50% Employer - 50% Employee
(E)	Long Term Disability	50% Employer - 50% Employee

10. When an employee who has attained seniority is laid off, the company shall maintain all insurance coverage and pay total cost for insurance for one (1) month following the month in which the lay off occurred. Coverage for LTD and STD will be waived during a layoff period.

11. When an employee is absent from work because of accident or sickness, the company shall maintain all insurance coverage and pay the total cost for the first two (2) months following the month in which the employee was first absent due to accident or sickness. The employee must pay his share in advance, to UFCW Canada Local 1288P Group Insurance Trust Fund, starting the third (3) month of his accident or sickness. Failure to have the premium payments made in advance shall result in cancellation of insurance benefits.

12. In the event that an employee is absent due to accident or sickness and has a legitimate claim under the Company's Weekly Indemnity Plan and has not received funds under this plan for a period of two (2) weeks from the date he first filed the claim, the company agrees to advance an amount equal to the expected net weekly

proceeds as calculated by the company, each week until the first cheque is received by the affected employee.

APPENDIX “B”

MAINTENANCE DEPARTMENT

This Appendix shall set out those working conditions that are particular to the Maintenance Department and is intended to supplement the Body of the Collective Agreement, not replace it.

Maple Leaf Consumer Foods Inc., Moncton and UFCW Canada Local 1288P agree the following shall be the definition of Maintenance.

The Maintenance Department shall be responsible for the maintenance of equipment, building and mechanical apparatus required to facilitate production within the plant; as well as any and all installations of new, used, or moved equipment in the plant. However, there are times when contractors may need to be used, such as any work that is related to an emergency, warranty, audit/inspection or generally beyond the scope and ability of maintenance personnel as determined by management.

A. MAINTENANCE WAGE SCHEDULE

<u>Wages:</u>	July 27/08	Dec 15/08	Dec 14/09
Licensed Skilled Trades (Key Rate)	\$ 21.80	\$ 22.10	\$ 22.45
Unlicensed Skilled Trades/Part Time (85% of Key Rate)	\$ 18.53	\$ 18.79	\$ 19.08
General Trades Helper (75% of Key Rate)	\$ 16.35	\$ 16.58	\$ 16.84
Stockroom	\$16.35	\$16.58	\$16.84
Rates for Apprenticeship – Based on a 4 year certified program			

Start (75% of Key Rate)	\$ 16.35	\$ 16.58	\$ 16.84
Upon Completion of year one (80% of Key Rate)	\$ 17.44	\$ 17.68	\$ 17.96
Upon Completion of year two (85% of Key Rate)	\$ 18.53	\$ 18.79	\$19.08
Upon Completion of year three (90% of Key Rate)	\$ 19.62	\$ 19.89	\$ 20.21
Upon Completion of year four (Key Rate)	\$ 21.80	\$ 22.10	\$ 22.45

1. The above wage schedule is effective July 27, 2008.

2. The Company reserves the right, at its discretion, to pay higher than the wage rates set out in the wage schedule.

3. Current employees, who are paid a higher rate than the above scales, will be circle rated, as per a Letter of Agreement – “All Circle Rated Employees”

B. SCHEDULED SHIFTS - Employees will be required to work their scheduled shifts and are expected to take their coffee and lunch breaks as scheduled. There will be no change to scheduled shifts without the permission of the Supervisor. The practice of supervisors working when required shall be permitted.

C. CALL INTO WORK - When maintenance employees are called into work after hours, they will be paid the greater of a flat rate of three hours at straight time pay or one and one half (1½) time worked.

D. COFFEE AND LUNCH BREAKS - It is the intent of the Company to provide uninterrupted coffee and lunch breaks. However, it is recognized that periodically, employees may be pulled off their coffee or lunch breaks in order to deal with situations that may interrupt the efficient operation of the plant. Employees will then take their break(s) at another time. Concerns over the frequency of interrupted breaks will be discussed at labour-management meetings.

Maintenance employees will not be required to scan in and out for their coffee or lunch breaks. Any abuse of this privilege will be discussed between the employee and their Supervisor and may include a future requirement that an individual employee may be required to scan. Maintenance employees will continue to scan at the start and end of regular shifts as well as for all overtime. The Company will endeavour to schedule lunch and coffee breaks in order to minimize possible interruption.

E. COMPLETION OF PAPERWORK – All paperwork including job cards, work orders, part order forms, preventative maintenance sheets, etc. will be properly completed as required. Completion of paperwork is a shared responsibility of both management and maintenance department employees.

F. WORK LOCATIONS - It is understood that maintenance employees will fully cooperate working in various locations of the plant as required.

G. COMPUTERIZED MAINTENANCE SYSTEM - Maintenance employees will be required to utilize the soon to be installed Computerized Maintenance Software System. Training, as deemed appropriate by management, will be provided.

H. TOOL ALLOWANCE - The Company agrees to pay an allowance of \$375 (net), in January of each year, to employees who are required by the company to supply tools for maintenance as a condition of employment. The Company, periodically and at it's discretion, may perform tool audits.

I. APPRENTICESHIP TRAINING - Providing the company agrees that an employee is going to be an apprentice, then those maintenance employees who are requested to attend schools under an apprenticeship program shall:

1. Be granted appropriate leave to allow the employee to seek Employment Insurance.

2. Shall accumulate seniority during the time at school.

3. Shall be expected to return to his former job immediately upon completion after the school session is over, subject to the needs of the business.

4. Shall have his wages topped up in accordance to the Supplemental Unemployment Benefit (SUB) Program as provided for by Human Resources Skills Development Canada.

L. MASTERBRAND AND HACCP REQUIREMENTS - Mechanics will be required to use tool carts, sanitize tools and wear the appropriate RTE apparel, when required. There may be other duties required by the maintenance team to address

preparation needs for any food audits.

M. PROBATIONARY PERIOD - All new Maintenance employees will be subjected to a two (2) month probationary period.

N. SUB DEPARTMENTS

DEPARTMENT "A"

Stockroom

DEPARTMENT "B"

Packaging

DEPARTMENT "C"

Welding, Machinist,
Plate Sharpening, Lift Jacks

DEPARTMENT "D"

Processing

DEPARTMENT "E"

Power House
(Refrigeration, WWT, Boiler)

DEPARTMENT "F"

Electrical / Electronics

P. VACATIONS –

1. It was agreed that for the "A" Shift there would be no more than 1 mechanic from the processing area and 1 mechanic from the packaging area for any given week.

2. On the "B" and "C" Shift, there would not be any more than 1 mechanic from processing and packaging areas combined, in any one week.

3. On the A, B and C Shifts, there will be no more than one other employee per sub department, other than a mechanic, out in any one week. There also cannot be more than one employee out of the "new" electrical department in any one-week.

Q. HOLIDAYS – If a holiday falls during a vacation week, then employees will take their four days vacation and either make arrangements, confirmed in writing, to take the extra day at a later date or request payment in lieu of the vacation day carryover. With the approval of management, the employee may take the extra day

at the time of their vacation.

R. SHIFT COVERAGE DURING SUNDAYS IN PACKAGING AND PROCESSING AREAS – The Company shall determine the number of employees required from packaging, processing or both. Employees will be scheduled by their sub-department seniority and may be required to work between packaging and processing. Problems arising will be dealt with at Labour Management meetings.

S. NEW SHIFT CHANGES – The Company, in accordance to seniority, will ask from the top down and force from the bottom up by sub-departments, by shift. The Company will communicate with the union if there is going to be a shift change.

T. OVERTIME IN MAINTENANCE – As per the overtime provision in the collective agreement.

SCHEDULE "B"
LIST OF DEPARTMENTS AND RELATED BRACKETS

DESCRIPTION		BRACKET
UTILITY		
1.....	Utility Employee	5
INVENTORY		
1.....	Inventory Person	15
SPECIALTY MEATS		
1.....	Preparation of Specialty Meats	5
2.....	Beef Log Stuffer	11
3.....	Hanger/Beef Log/Stuffer	11
4.....	Service Person	13
SAUSAGE, PATTY & GROUND BEEF		
1.....	Batcher/Grinder/Mixer	17
2.....	Patty Machine Operator	17
3.....	Pack In Boxes	5
4.....	Weigh and Pile	5
5.....	Gd Beef Batcher	19
6.....	Stuffing/Packing	11
KITCHEN		
1.....	Stuffer	11

2.....	Batcher	17
3.....	Hanger	5
4.....	Bolo Line (rotation)	8
5.....	Flaker	11
6.....	Mixer	19
7.....	Service Person.	11

8.....	Microwave Operator	5
9.....	Jack Operator	5
10.....	Tree Wash/Service Person	11

COOKED MEAT PACKAGING - BACON LINE

1.....	Bacon Feeder	8
2.....	Scaler	5
3.....	Wheel Operator	8
4.....	Weigh/Pack/Pile	5
5.....	Sliced Bacon Grader	11
6.....	Bacon Piler	5
7.....	Service Person	11
8.....	Decomb, Press, Pile, Move Carts	5

WEINER LINE

1.....	Weiner Peeler	5
2.....	Piano	11
3.....	Multi Vac Operator	11
4.....	Weigh/Pack/Pile	5

SLICE MEATS

1.....	Slicer Operator	11
2.....	Pocket Filler	5
3.....	Machine Operator	8
4.....	Weigh/Pack/Pile	5

5.....	Peelers	5
6.....	Cooler Person	5
7.....	Jack Operator	5
6.....	Service Person	8
9.....	Bagger	5

8610 LINE

1.....	Prep Table	5
2.....	Bagger	5
3.....	Machine Operator	11
4.....	Saw Operator	13
5.....	Scale Operator	5
6.....	Palletizer	5
7.....	Cooler Person	5
8.....	Jack Operator	5
9.....	Heavy Product Handlers/Cookers	5

SMOKEHOUSE

1.....	Smokehouse Operator	20
2.....	Smokehouse Helper	5

PICKLE ROOM

1.....	Pickle Maker	17
2.....	Pump Operator/Trimming	8
3.....	Ham Massage	6
4.....	Batcher/Grinder/Operator	17
5.....	Jackman and load Tumblers	8
6.....	Hanger	7
7.....	Tree Wash	7

HAM BONING

1.....	Boner/Skinner/Wizzard	19
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2.....Jack Operator

8

HAM STUFFING

1.....	Machine Operator	11
2.....	Hanger	5
3.....	Tree Wash	5
4.....	Jack Operator	5

RAW MEAT TRIM

1.....	Trimmer and Boner	19
2.....	Portion Room Operator	5

IQF / MICROWAVE

1.....	Dicer/Spreader	11
2.....	Spreader/Peeler	5
3.....	Box Filler	5
4.....	MTC Cooker/Grinder	14
5.....	Jack Operator	5
6.....	Scaler/Wpp	5

SHIPPING DEPARTMENT

1.....	Cooler Person	17
2.....	Picker (Order Assembler)	17

FREEZER DEPARTMENT

1.....	Freezer Person	17
2.....	Picker (Order Assembler)	17

RECEIVING DEPARTMENT

1..... Receiver 18

WAREHOUSE DEPARTMENT

1.....	Warehouse Person	18
2.....	Spice Room Person	17

LAUNDRY DEPARTMENT

1.....	Machine Operator and Repair Clothing	5
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SANITATION

1.....	General Clean Up	7
2.....	Garbage Room and Tank Room	5
3.....	Janitor	2

KNIFE ROOM

1.....	Able to assemble, set and operate machinery and maintain knives	19
2.....	Able to operate machinery and maintain knives	6

SCHEDULE "C"
MAINTENANCE TOOL LIST

Schedule "M" shall comprise the list of tools deemed necessary by the Company.

TOOL BOX LIST - MECHANIC

- 1 - Set of Ratchets ½ drive up to 11/8" - Metric, 6 mm - 24 mm
- 1 - Set Allen Key Standard U.S.
- 1 - Set Allen Key Metric
- 1 - Set Phillips Screw Driver
- 1 - Set Robertson Screw Driver
- 1 - Set Straight Screw Driver
- 1 - Set Combination Wrenches up to 11/8"
- 1 - Set Combination Wrenches Metric 6 to 19
- 1 - Set Adjustable Wrenches
- 1 - Pair Long Nose Pliers
- 1 - Set Vice Grip
- 1 - Pair Adjustable Pliers
- 1 - Pair Cutter Pliers
- 1 - Set Snap Ring Pliers
- 1 - Ball Peen Hammer
- 1 - Plastic Tip Hammer
- 1 - Set Chisels and Punches
- 1 - Set Drill Bits 1/16 to ½ x 64
- 1 - Knife
- 1 - Hacksaw
- 1 - Bastard File
- 1 - Flashlight
- 1 - Set Feeler Gauges
- 1 - Scraper
- 1 - Wire Brush
- 1 - Pair Tin Snips 7"

- 1 - Tape Measure 16'
- 1 - Set Tap & Dies - Metric and Standard
- 1 - Set of Ratchets 3/8" Drive - Standard - Metric
- 1 - Small Level
- 1 - Communication Square

TOOL BOX LIST - ELECTRICIAN

- 1 - Set of Ratchets ½ Drive up to 11/8" - Metric
- 1 - Set Allen Key Standard U.S.
- 1 - Set Allen Key Metric
- 1 - Set Phillips Screw Driver
- 1 - Set Robertson Screw Driver
- 1 - Set Straight Screw Driver
- 1 - Set Combination Wrenches up to 11/8"
- 1 - Set Combination Wrenches Metric 6 to 19
- 1 - Set Adjustable Wrenches
- 1 - Pair Long Nose Pliers
- 1 - Set Vice Grip
- 1 - Pair Adjustable Pliers
- 1 - Pair Cutter Pliers
- 1 - Set Snap Ring Pliers
- 1 - Ball Peen Hammer
- 1 - Plastic Tip Hammer
- 1 - Set Chisels and Punches
- 1 - Set Drill Bits 1/16 to ½ x 64
- 1 - Knife

1 - Hacksaw
1 - Bastard File
1 - Flashlight
1 - Scraper
1 - Wire Brush
1 - Pair Tin Snips 7"
1 - Tape Measure 16'

1 - Set Tap & Dies - Metric and Standard
1 - 600 Volt Meter - Clamp on Meter
1 - Fuse Puller
1 - Set 3/8" Drive Ratchets, Standard - Metric
1 - Small level

TOOL BOX LIST - REFRIGERATION

- 1 - Set of Ratchets ½ drive up to 11/8" - Metric, 6 mm - 24 mm
- 1 - Set Allen Key Standard U.S.
- 1 - Set Allen Key Metric
- 1 - Set Phillips Screw Driver
- 1 - Set Robertson Screw Driver
- 1 - Set Straight Screw Driver
- 1 - Set Combination Wrenches up to 11/8"
- 1 - Set Combination Wrenches Metric 6 to 19
- 1 - Set Adjustable Wrenches
- 1 - Pair Long Nose Pliers
- 1 - Set Vice Grip
- 1 - Pair Adjustable Pliers
- 1 - Pair Cutter Pliers
- 1 - Set Snap Ring Pliers
- 1 - Ball Peen Hammer
- 1 - Plastic Tip Hammer
- 1 - Set Chisels and Punches
- 1 - Set Drill Bits 1/16 to ½ x 64
- 1 - Knife
- 1 - Hacksaw
- 1 - Bastard File
- 1 - Flashlight
- 1 - Set Feeler Gauges
- 1 - Scraper
- 1 - Wire Brush
- 1 - Pair Tin Snips 7"
- 1 - Tape Measure 16'
- 1 - Set Tap & Dies - Metric and Standard
- 1 - Set of Ratchets 3/8" Drive - Standard - Metric
- 1 - Tube Cutter
- 1 - Flare Tool Kit
- 1 - Pipe Reamer for Copper
- 1 - Digital Thermometer
- 1 - Striker
- 1 - Inspection Mirror
- 1 - Torpedo Level
- 1 - Set Pry Bars

TOOL BOX LIST - PLUMBER

- 1 - Set Ratchets ½ drive up to 11/8"
- 1 - Set Allen Key Standard U.S.
- 1 - Set Phillips Screw Driver
- 1 - Set Robertson Screw Driver
- 1 - Set Straight Screw Driver
- 1 - Set Combination Wrenches up to 11/8"
- 1 - Set Adjustable Wrenches
- 1 - Pair Long Nose Pliers
- 1 - Set Vice Grip
- 1 - Pair Adjustable Pliers
- 1 - Pair Cutter Pliers
- 1 - Ball Peen Hammer
- 1 - Claw Hammer
- 1 - Set Chisels and Punches
- 1 - Set Drill Bits 1/16 to ½ x 64
- 1 - Knife
- 1 - Hacksaw
- 1 - Bastard File
- 1 - Flashlight
- 1 - Scraper
- 1 - Wire Brush
- 1 - Pair Tin Snips 7"
- 1 - Tape Measure 16'
- 1 - 2' Square
- 1 - 2' Level
- 1 - 14" Pipe Wrench
- 1 - 18" Pipe Wrench
- 1 - Flaring Tool Set
- 1 - Basin Wrench
- 1 - 1 Torch Kit
- 1 - Electric Drill
- 1 - 5" Grinder
- 1 - Inspection Mirror
- 1 - Tube Cutter
- 1 - Torpedo Level

LETTER OF AGREEMENT # 1

By and Between:

MAPLE LEAF CONSUMER FOODS, MONCTON

- AND -

UFCW CANADA, LOCAL 1288P

RE: "Part Time Employees"

All part time employees on the payroll of the Company as of July 27, 2008, shall receive any general increase ratified and any such part time employee on a rate of pay less than \$10.94 per hour shall be increased to that rate.

All part time employees on the payroll of the Company as of July 27, 2008, shall then receive an increase of fifty cents (\$0.50) per hour (or necessary part thereof) each six months until such time as they are at the Base Rate of Pay as set out in Appendix "A".

Date: August _____, 2008.

Signed on behalf of:

Signed on behalf of:

MAPLE LEAF CONSUMER FOODS,
MONCTON

UFCW CANADA, LOCAL 1288P

LETTER OF AGREEMENT # 2

By and Between:

MAPLE LEAF CONSUMER FOODS, MONCTON

- AND -

UFCW CANADA, LOCAL 1288P

RE: "All Circle Rated Employees"

The following list of employees shall be considered "Circle Rated Employees".

Circle Rated Employees:

1. Leonard LeBlanc
2. Paul Richard
3. Diane Steeves
4. Claude Chiasson
5. Bob LeBlanc
6. Don Frazee
7. Robert Murray
8. Brian Brown
9. JP Belliveau
10. Charlie Richard
11. Ernest LeBlanc
12. Claudette Godin
13. Kevin Brown

"Circle Rated Employees" will be protected for as long as he remains on his job or until he bids on a job posting and it is awarded to him or permanently transfers at his own request or unable to do the job that he was performing at time of transfer.

When an employee is permanently transferred to a job with a higher rate than the value of his "Circle Rate", he shall receive the higher rate when he becomes qualified and such rate shall become his regular rate.

When an employee is transferred to a lower rated job, at his own request, his rate shall be adjusted immediately to the rate of the job to which he is transferred.

Date: August _____, 2008.

Signed on behalf of:

Signed on behalf of:

MAPLE LEAF CONSUMER FOODS,
MONCTON

UFCW CANADA, LOCAL 1288P

LETTER OF AGREEMENT # 3

By and Between:

MAPLE LEAF CONSUMER FOODS, MONCTON

- AND -

UFCW CANADA, LOCAL 1288P

RE: "Utility Job Postings"

The Company and the Union agree that a one time only Job Posting as set out below shall be used to implement the following Utility Jobs (Posted 5 days).

The Company agrees that on the Monday following July 27, 2008 the twenty (20) most senior Part Time employees on the payroll of the company shall be reclassified as full-time and their seniority date shall be July 27, 2008 (in order as set out by their present part-time seniority dates).

The Company further agrees that Job Postings shall be put up, during the week following July 27, 2008 , for twenty (20) Utility Employees.

All employees shall have the right to bid for Utility Employee jobs. In the event the positions are not filled from the ranks of the Full Time employees they shall be filled by Part Time employees, in order of seniority. If a Part Time employee is awarded a Utility Employee position the most junior Full Time employee without a posted position shall be returned to Part Time status.

Any employee posting on these jobs shall be obligated to accept the positions, without a trial period.

Anyone posting on these positions shall be permitted to post on other positions as they become available.

Once these twenty (20) Utility Employee jobs are filled any future posting shall be as per the Job Posting procedure as set out in the Collective Agreement.

The twenty (20) positions shall be placed on A, B, or C Shift, and the numbers for each shift shall be posted at the time of the Job Posting in accordance with the needs of the business.

Date: August _____, 2008.

Signed on behalf of:

Signed on behalf of:

MAPLE LEAF CONSUMER FOODS,
MONCTON

UFCW CANADA, LOCAL 1288P

LETTER OF AGREEMENT # 4

By and Between:

MAPLE LEAF CONSUMER FOODS, MONCTON

- AND -

UFCW CANADA, LOCAL 1288P

Re: "Training Bonus"

Effective date of ratification the Company on a one time basis will pay to the UFCW Training Fund an amount of \$300.00 per active employee who has completed their probationary period, at the date of ratification.

Date: August _____, 2008.

Signed on behalf of:

Signed on behalf of:

MAPLE LEAF CONSUMER FOODS,
MONCTON

UFCW CANADA, LOCAL 1288P

