

TEXT OF AGREEMENT

BETWEEN

Maple Leaf Consumer Foods,
A Division of Maple Leaf Foods Inc.,
21 Brockley Drive,
Hamilton, Ontario

- AND -

United Food and Commercial Workers
International Union,

RECEIVED
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**LETTER FROM
THE PRESIDENT
U.F.C.W.
LOCAL 175**

Dear Fellow Members:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In Solidarity,
Wayne Hanley, President,
U.F.C.W. Local 175.

OFFICERS



Wayne Hanley
President



Jim Andress
Secretary-Treasurer



Belly Pardy
Recorder



Jim Hastings
Executive Assistant



John Fuller
Executive Assistant

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

UNITED FOOD & COMMERCIAL WORKERS

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of over 200,000 members in Canada and 1,500,000 members in North America.

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

U.F.C.W. LOCALS 175 AND 633

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

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

U.F.C.W. LOCALS 175 and 633 EXECUTIVE BOARD
LOCAL 175 EXECUTIVE BOARD:

PRESIDENT

Wayne Hanley, Oakville

SECRETARY-TREASURER

Jim Andress, Guelph

RECORDER

Betty Pardy, London

VICE-PRESIDENTS

Rick Alagierski, Mississauga
Phil Anderson, Peterborough
Toni Armstrong, Hawkestone
Mona Bailey, Ormema
Bryan Braithwaite, Chatham
Georgina Broeckel, Arthur
Fay Boucher, Thunder Bay
Sam Castano, Toronto
Joce Cote, Niagara Falls
Freda Courtnage, Brantford
Matt Davenport, Guelph
Bruce Dosman, Hanover
William Foley, Burlington
Roland Fortin, Kitchener
David Fox, Napanee
Steve Garland, Kitchener
Joe Hand, Newcastle
Jim Hastings, Mississauga

Jim Hough, Burlington
Tim Kelly, Stratford
Janice Klenot, Kitchener
Cliff Kostyniuk, St. Catharines
Rosemarie Mathieu, Oshawa
June Maruschak, Sarnia
Rodney Merkley, Thunder Bay
Tony Morello, Angus
Pat Newell, Port Hope
Robert Nicholas, Havelock
Scott Saunders, Woodville
Don Schmidt, Walkerton
Andy Spruyt, Fonthill
June Towler, Bradford
Karen Vaughn, Milford
Coreena Zurkan, Kenora

LOCAL 633 EXECUTIVE BOARD

PRESIDENT

Dan Bondy, Amherstburg

SECRETARY-TREASURER

Linval Dixon, Pickering

RECORDER

Roy Reed, Orillia

VICE-PRESIDENTS:

Anthony DiMaio, Woodbridge
Neil Hotchkiss, McGregor
MaryLou Mallett, Arthur

What You Get For Your Union Dues

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

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

WHAT IS A UNION STEWARD?

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

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

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

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

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

UNION SCHOLARSHIPS FOR HIGHER EDUCATION

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

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

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

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

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

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

To find out more about courses offered through the Training and Education Centre or for more information on the scholarship programs, please contact the Training and Education Centre at (905) 564-2500 or 1-800-728-8902.

WORKPLACE SAFETY AND INSURANCE ACT 'W.S.I.A'
Formally
WORKERS COMPENSATION ACT "W.C.B"

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

1. HOW DOES THE WORKER REPORT AN ACCIDENT?

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

2. IS THERE AN EXTENSION OF TIME?

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

3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?

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

4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?

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

5. FAILURE TO FILE?

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

6. NOTICE TO EMPLOYER?

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

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section 23 (3)... A person receiving benefits under the insur-

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

8. WAGES FOR DAY OF ACCIDENT?

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

9. EMPLOYMENT BENEFITS

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

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

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

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

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

SAME WORKER?

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

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

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

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

11. NOTICE OF DISPUTE?

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

12. OBLIGATION TO RE-EMPLOY?

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

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

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

TIME LIMITS

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

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

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

EMPLOYMENT INSURANCE **(formerly UNEMPLOYMENT INSURANCE)**

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

“Where to Apply?”

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

Regular Benefits:

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

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

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

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

How to Calculate the Benefit Amount?

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

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

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

Intensity Rule:

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

Work Credits:

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

Sick Benefits:

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

Maternity Benefits:

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

Parental Benefits:

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

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

Discharge or Quit:

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

FOR MORE INFORMATION

CONTACT

HUMAN RESOURCES DEVELOPMENT CANADA

OR

CANADA EMPLOYMENT CENTRE

SHOULD YOU HAVE A PROBLEM

CALL YOUR

LOCAL UNION REPRESENTATIVE

FOR HELP!

THE OCCUPATIONAL HEALTH & SAFETY ACT

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

Employer's Duties

Among other things, the employer must:

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

Supervisor's Duties

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

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

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

Workers' Obligations

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

Workers may not:

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

The Right to Refuse Unsafe Work

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

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

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

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

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

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THIS AGREEMENT BETWEEN

**Maple Leaf Consumer Foods,
A Division of Maple Leaf Foods Inc.,**
21 Brockley Drive, Hamilton, Ontario
(hereinafter called "the Company")

AND

**United Food and Commercial Workers
International Union, Local 175**
(hereinafter called "the Union")

PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees by establishing formal procedures for the determination of wages, hours of **work** and working conditions and for the settlement of grievances.

ARTICLE 1 — RECOGNITION

1.1 The Company recognizes the Union as the exclusive bargaining agency for all employees of Maple Leaf Consumer Foods, A Division of Maple Leaf Foods Inc., 21 Brockley Drive, Hamilton, Ontario save and except forepersons, persons above the rank of foreperson, office, clerical, technical and sales staff.

1.2 Subject to the following conditions, the Company may employ part-time employees who are covered by Articles 3 and 4 of the Agreement but are not entitled to the provisions of Articles 9.1(a), 9.1(d), 9.4, 9.5(b), 9.6, 9.8 and 9.9, Article 10, Articles 11.2(c), 11.2(d) and 11.3, Article 13, Articles 14.1, 14.2, 14.3 and 14.4, Article 15 and Articles 17.13 and 17.14 of this Agreement:

- a) The Company will not use part-time employees to displace a full-time employee **who was** hired prior to September 1, 2001.

- b) Hours worked by part-time employees should not exceed 35% of the total number of hours worked by all employees in the plant in any calendar quarter.
- c) Part-time employees may not work more than 24 hours per week between October 1st and December 31st inclusive. Between January 1st and September 30th inclusive, part-time employees may work additional hours.
- d) Part-time employees will be paid \$8.50 per hour.
Effective January 6, 2002, part-time employees will be paid \$9.25 per hour.
- e) Part-time employees will be paid time and one-half for hours worked in excess of 8 hours per shift or for hours worked in excess of 40 hours in a payroll week except that if an employee is paid time and one-half for any hours worked prior to reaching 40 hours worked in a payroll week, such hours paid at time and one-half will not count as part of the 40 hours worked in a payroll week that require further payment of time and one-half for hours worked in excess of 40 hours in a payroll week.
- f) Part-time employees will not have part-time seniority until they have worked 1040 hours. Their names will then be added to the part-time seniority list which will be separate and distinct from the seniority list for full-time employees.
- g) Provided that they can perform the required work, part-time employees will be offered additional hours of work, in order of their part-time seniority.
- h) Provided that they can perform the required work, part-time employees who have an application for full-time employment on file with the Company will be offered full-time employment, in order of their part-time seniority. Their total number of part-time hours worked will be divided by 40 in order to determine the number of weeks of full-time seniority that they will be given for

the purpose of placing them on the seniority list for full-time employees.

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

- i) Full-time employees who were hired subsequent to August 31, 2001, will not be laid off while a part-time employee is still employed provided that a laid off full-time employee is willing and able to perform the required work of the part-time employee. If a full-time employee is given notice of layoff, he/she will inform the Company, in writing, at the time when he/she receives notice of layoff, whether he/she is willing to perform part-time work. When a laid off full-time employee who was hired subsequent to August 31, 2001, works part-time, he/she will be subject to all of the provisions of Article 1.2, including being paid \$9.25 per hour.
- j) Part-time employees will be paid statutory holiday pay and vacation pay in accordance with the provisions of Ontario legislation.
- k) Part-time employees will not have credited service and will not be eligible for benefits coverage or for contributions on their behalf to CCWIPP.
- l) Relatives of full-time employees who seek part-time employment will be given preference of employment for part-time jobs.

Preference will be defined as follows:

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

- 1.3 Persons outside the bargaining unit shall not perform bargaining unit work.

1.4 Supervisory personnel shall not be permitted to perform work normally performed by an employee in the bargaining unit except:

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

ARTICLE 2 — MANAGEMENT RIGHTS

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

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

ARTICLE 3 — UNION SECURITY

3.1 All employees who, on the date of the signing of this Agreement are Union members in good standing or may become Union members in good standing, shall as a condition of employment maintain Union membership.

3.2 All new employees shall, as a condition of employment, become Union members after they have completed one working day and remain Union members in good standing. Employees shall be deemed to be members of the Union in good standing provided that they continue to pay their Union dues.

ARTICLE 4 — CHECK-OFF

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

4.2 The required Union initiation fee will be deducted by the Company from the new employees' pay, from which the first dues deduction is made.

4.3. The Company will transmit the total amounts so deducted to the Secretary-Treasurer of Local 175, United Food and Commercial Workers, **2200** Argentia Rd., Mississauga, Ontario **L5N 2K7**, on or before the fifteenth (15th) day of the month following, with an alphabetical list showing from whom Union dues were deducted and reasons why no deduction was made.

4.4 The Company will show the amount collected for Union dues on the employees' **T-4** slips each year.

4.5 The Union agrees to save the Company harmless from any action or claims by employees against the Com-

pany arising out of deductions or payments made in accordance with this Article and assumes full responsibility for the disposition of the funds so deducted once they have been remitted to the Secretary-Treasurer.

4.6 Upon receipt of proper notification from the Union, the Company will deduct from Union members such special assessments as are levied by the Union in accordance with its Constitution and By-Laws and will forward such assessment, together with a record of those from whom deductions were made, to the Secretary-Treasurer of the Union.

ARTICLE 5 — STEWARDS AND UNION COMMITTEES

5.1 The Company agrees to recognize a Plant Chairperson who must be a full-time employee with seniority.

The Company also agrees to recognize one steward, who must be a full-time employee with seniority, in each of the following departments and on each of the specified shifts:

Wiener	— day shift
	— afternoon shift
S.P. Meats	— day shift
Sanitation	— midnight shift
Shipping/Receiving	— day shift
Maintenance	— day shift
	— afternoon shift

If a department is added to the **list** of departments set out in Article 9.3, the Company agrees to recognize one steward, who must be a full-time employee with seniority, on the day shift and afternoon shift, if applicable, in this new department.

One of these stewards may also be designated as the Chief Steward.

A list of the Plant Chairperson and the Department

Stewards, including an indication of the steward who is designated as the Chief Steward, will be supplied to the Company by the Union. The Company will be advised immediately by the Union, in writing, of any change to this list.

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

5.2 Labour Relations Committee

Meetings between the Labour Relations Committee and the Company will be held at least every month or such earlier time as may be agreed. The Union or the Company shall submit an agenda of the business to be transacted. The Labour Relations Committee shall consist of the Union Plant Chairperson and Chief Steward. The Union representative will be allowed to attend these committee meetings.

5.3 Union Grievance Committee

The Union Grievance Committee shall consist of the Union Plant Chairperson, Chief Steward and the steward

from the department concerned. A list of the Grievance Committee shall be supplied to the Company and kept up to date.

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

ARTICLE 6 — GRIEVANCE PROCEDURE

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

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

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

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

FIRST STEP

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

SECOND STEP

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

THIRD STEP

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

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

6.6

- a) If an employee with seniority is dismissed, suspended or laid off and feels that he/she has been unjustly dealt with, he/she may file a grievance within three (3) working days, beginning with Step 3 of the grievance procedure and shall be dealt with in accordance with the grievance procedure. The Plant Chairperson or steward shall be present for dismissal or suspension.
- b) Such grievance may be settled under the grievance procedure by:
 - (i) confirming the Company's action;
 - (ii) reinstating the employee with full compensation and without loss of seniority;
 - (iii) by any other arrangement as may be deemed fair by the parties.

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

ARTICLE 7 — ARBITRATION

7.1 **If** settlement is not reached through the procedure outlined in Article 6, the grievance shall be referred by the Union or by the Company within ten (10) days following the reply following the Third Step meeting to an Arbitration Board of three (3) members, one to be appointed by the Union, one by the Company and a third who shall act as Chairperson, to be mutually agreed upon by the nominees representing the two parties. This time limit may be extended by agreement between the Union and the Company.

7.2 Upon receipt of the name of the nominee appointed by the party submitting the grievance to Arbitration, the other party shall name its nominee. If it fails to do so within twenty-one (21) days, the party submitting the grievance to Arbitration shall request the Minister of Labour to do so. If agreement cannot be reached within fourteen (14) days as to the appointment of the Chairperson, the party submitting the grievance to Arbitration shall request the Minister of Labour to appoint him/her.

7.3 The Arbitration Board is authorized to confirm the penalty in cases concerning the discharge of an employee or the Arbitration Board may substitute such other penalty as it deems just and reasonable in the circumstances.

7.4 A decision of the majority of the Arbitration Board shall be deemed to be the decision **of** the Board. In reaching its decision, the Board shall be governed by the provisions of this Agreement and/or the jurisdiction **of** the Arbitration Board. Decisions by the Arbitration Board shall be final and binding on all parties concerned. The Company and the Union shall agree each to bear an equal share of expenses incurred, if any, by reason of the employment of the third member of the Arbitration Board.

ARTICLE 8 — NO STRIKE, NO LOCKOUT

8.1 The Union agrees that neither it, its staff, nor any of the employees represented by it will instigate, counsel, encourage or participate in any strike, slow-down, work stoppage or other interference with production of work, whether complete or partial, while this Agreement continues to operate.

8.2 The Company agrees that it will not lock out employees covered by this Agreement while the Agreement continues to operate.

ARTICLE 9 — SENIORITY

9.1

- a) Seniority is defined as length of accumulated service with the Company calculated as elapsed time from the date he/she was employed by the Company provided he/she successfully completes his/her probationary period. If his/her seniority is broken, such calculation shall be from the date he/she was employed following the last break in his/her seniority.
- b) Each January 15th, April 15th, July 15th and October 15th, or as otherwise agreed between the parties, the Company will give to the Chief Steward a seniority list showing the name, the department and the seniority date of all employees who have seniority. A copy of this list will also be sent to the Union office.
- c) Each January 15th and July 15th, or as otherwise agreed between the parties, the Company will give to the Chief Steward a list of the paid rates, including group leader premiums, of all employees who have seniority. This list will show employee names and if an employee is rated on a job in the department of which he/she is a member at the time that the list is printed, the job on which he/she is rated.

- d) An employee shall be considered to be on probation for his/her first ninety (90) days following his/her last date of hire. During this probationary period, the employee shall be considered temporary only and shall not be covered by the terms of this Agreement. It is agreed that a probationary employee may be disciplined, discharged or laid off at any time at the sole discretion of the Company for any reason including work performance.

9.2

- a) Absence from work because of bona fide sickness or accident shall not constitute a break in service.
- b) Leaves of absence authorized by the Company in writing shall not constitute a break in service.

9.3 The following departments will be recognized:

Wiener
S.P. Meats
Maintenance
Sanitation
Shipping/Receiving

If a department is added to or deleted from the above list, the Company will notify the Chief Steward, in writing.

9.4 As a direct result of the introduction of new equipment or new products into this facility, the Union and the Company will sit down and implement new departments and rates subject to the provisions of the Collective Agreement.

9.5

- a) The Company will post notice of a permanent job vacancy within seven calendar days of the date that Management determines that a permanent job vacancy exists. Notice of the vacancy, together with the job rate, will be posted on the main bulletin board for a period of ninety-six (96) hours. The job will be filled by the bidder with the highest plant seniority who is able to satisfactorily perform the work to be done. If no employee working or laid off on

the plantwide seniority list bids the job, the most senior laid off employee will be recalled. Bid slips must be signed and dated, and time punched, to be honoured. It **is** agreed that the original vacancy **and** one subsequent vacancy **shall** be posted.

- b) When a temporary job vacancy occurs that Management knows will last for more than four weeks, the foreperson will offer, in order of seniority, employees in the department who can satisfactorily perform the required work the opportunity to take the temporary assignment. It is agreed that the above process will only apply to the original temporary job vacancy.

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

9.6 An employee shall cease to have seniority, his/her name shall be removed from the seniority list and his/her employment terminated in the event:

- a) He/she is discharged for just cause which is not reversed during the grievance or arbitration procedure.
- b) He/she quits.
- c) He/she misuses a leave of absence or is employed elsewhere during a leave of absence.
- d) He/she is absent due to sickness or accident for a period of more than twenty-four (24) months.
- e) He/she is laid off for a period of twelve (12) months.
- f) He/she is recalled from layoff and does not report to work by the third calendar day following the day on which the Company contacted him/her unless a reason which is satisfactory to the Company **is** supplied by him/her. In the event that the Company has been unable to contact him/her, he/she does not report to work

by the eighth calendar day following the day on which the Company mailed a registered letter to his/her address shown on the Company's records.

- g) He/she is absent from work for three (3) working days without securing a leave of absence unless reasons satisfactory to the Company are supplied.
- h) He/she makes a false statement relevant to his/her employment on his/her application for employment.

9.7 Employees shall notify the office in writing of their proper post office address and telephone number and the Company will be entitled to fully rely upon the address and/or telephone number of the employees in its files in the case of giving notice to such employees. No employee shall receive consideration who fails to receive notice because of his/her failure to comply with this provision.

9.8 When increasing or reducing employees, seniority shall govern the matter, with the last laid off being the first recalled, providing that the employee can perform the work or can learn the job in a reasonable time. Employees being laid off will be given two (2) working days' written notice or pay in lieu thereof.

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

ARTICLE 10 — TEMPORARY ASSIGNMENTS

10.1 When temporarily transferring employees from one department to another, the Company will transfer the most junior employee who has the skill and competence to perform the

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

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

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

ARTICLE 11 — LEAVES OF ABSENCE

11.1 Employees may apply for leaves of absence without pay. Applications will be made in writing. Leaves of absence may be granted at the sole discretion of the Company.

11.2

- a) An employee who is chosen to attend a Union seminar and/or conference shall, upon one week's written notice to the Company, be granted a leave of absence without pay, not exceeding two weeks in duration, provided that the absence of such employee does not interfere with the efficient operation of the plant. The maximum number of employees granted such leave of absence at any time will be four, but not more than two from any one department.
- b) The Company agrees to provide payroll service for employees absent under (a) and negotiations. The Un-

ion will advise the Company of the hours to be paid upon receipt of an account, agrees to reimburse the Company.

- c) An employee who is elected or appointed to a full-time position with the Union shall upon one (1) month's notice, be granted an extended leave of absence without pay for a period of up to one (1) year.
- d) Upon one (1) month's notice to the Company to return to work, he/she shall be placed in the job previously held without loss of seniority.

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

ARTICLE 12 — RELATIONSHIP

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

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

12.3 The use of the masculine gender in this Agreement shall also be considered to include the feminine.

12.4 The Company agrees to provide a bulletin board in an area accessible to employees in the plant for the purpose of posting meeting notices and official Union information. Such postings shall not be political or controversial and are subject to approval by the Company.

12.5 The Company agrees to admit to its office the authorized representative of the Union for the purpose of dealing with the administration of this Agreement provided he/she obtains the consent of the manager.

ARTICLE 13 — PAID HOLIDAYS

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

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

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

The Company will also grant employees one floater holiday to be taken on a day to be agreed upon between Management and the employee. A floater holiday will not be granted in the prime vacation period from May 15th to August 30th.

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

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

13.3 An employee will not be paid for any of the above holidays unless he/she works his/her last regularly scheduled work

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

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

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

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

When a holiday falls on an employee's regular day off (excluding Saturday or Sunday), he/she will observe his/her next scheduled work day as the holiday.

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

**ARTICLE 14 —
HOURS OF WORK AND OVERTIME**

14.1

- a) The normal work week shall be forty (40) hours and the normal work day shall be eight (8) hours on any five consecutive calendar days except Sunday. Hours worked in excess of the normal work day or the normal work week shall be termed overtime and paid at the rate of time and one-half the employee's regular straight time rate of pay except that if an employee is paid one and one-half times his/her regular rate for any hours worked prior to reaching forty (40) hours worked in a week, such hours paid at time and one-half will not count as part of the forty (40) hours worked in a normal work week that require further payment of time and one-half for hours worked in excess of the normal work week.

- b) Except as set out below, when the Company changes an employee's scheduled hours of work from his/her present schedule to another schedule, the employee will be entitled to 24 hours' notice of the schedule change unless the schedule change is with the agreement of the employee. If the schedule change is not with the agreement of the employee and the Company fails to provide 24 hours' notice of the schedule change, the employee will be paid one and one-half times his/her regular rate for all hours worked outside his/her previous schedule until the expiry of the 24 hours' notice.

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

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

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

14.3 **Sunday Work**

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

14.4 **Saturday Premium**

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

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

14.5 **Reporting Allowance**

Unless he/she has been notified beforehand not to report for work, an employee reporting for work at his/her

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

ARTICLE 15 — VACATIONS AND VACATION PAY

15.1 An employee shall receive an annual vacation with pay in accordance with his/her years of employment, attained during the current calendar:

After one (1) year of service	— two weeks
After five (5) years of service	— three weeks
After twelve (12) years of service	— four weeks

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

15.3 For an employee hired prior to November 1, 2001, vacation pay will be 2% of the employee's wages for the preceding calendar year or forty hours pay at his/her basic straight time rate for each week of vacation entitlement. Vacation pay shall not be reduced due to time lost from work for Workers' Compensation.

For an employee hired on or subsequent to November 1, 2001, except as set out below, vacation pay for each week of his/her vacation entitlement will be the greater of 2% of his/her wages for the preceding calendar year or forty hours pay at his/her basic straight time rate. If such em-

ployee takes a leave of absence that exceeds one week, is laid off for a total of more than two weeks or is absent due to injury or illness for a total of more than thirteen weeks during the twelve (12) month accrual period (July 1st of the preceding year to June 30th of the current year), vacation pay for each week of his/her vacation entitlement will be 2% of his/her wages for the preceding calendar year.

15.4 An employee quitting or leaving his/her employment for other reasons shall receive accumulated and unpaid vacation pay.

ARTICLE 16 — SAFETY

16.1 The Company agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace. The Company shall comply with applicable legislation and regulations.

16.2 Where the nature of the work **or** working conditions so require, the employees shall be supplied at the Company's expense with all necessary tools, protective clothing, safety equipment and other protective devices which shall be maintained and replaced where necessary, at the Company's expense.

16.3 The Company will give a copy of the Form 7 to the Plant Chairperson by not later than the working day following the day on which the Form 7 is sent to the Workplace Safety Insurance Board.

16.4 Where specified by the Company as required for work in the plant, knives, steels, hats, white coats, white pants, hair nets, arm guards, mesh gloves, cotton gloves, plastic gloves, plastic aprons, plastic sleeves and rubber boots will be supplied to employees at no cost. Such articles remain the property of the Company and, except with permission, shall not be removed from the Company's premises and must be returned for new issue **or** upon sepa-

ration of the employee. Such articles not returned when worn out or upon separation will be paid for by the employee.

Full-time employees with more than six (6) months of credited service and part-time employees with part-time seniority will normally be supplied with a thermal coat or vest for use on the job at no cost once every three years. If an employee's thermal coat/vest becomes worn out prior to the expiry of the three year period, the Company will issue a replacement when required provided that the thermal coat/vest has only been subjected to normal usage and not to abuse by the employee. Full-time employees with less than six (6) months of credited service and part-time employees who do not have part-time seniority, who purchase a thermal coat or vest through the Company for use on the job, will be reimbursed their purchase price on attainment of six (6) months of credited service or part-time seniority, as the case may be. It is agreed that an employee will only remove his/her thermal coat or vest from the Company's premises for the purpose of laundering it.

ARTICLE 17 — GENERAL

17.1 All employees are expected to attend work as scheduled. When an employee is unable to report for work as scheduled, he/she shall notify his/her supervisor at least thirty (30) minutes prior to his/her scheduled starting time except when unable to do so due to events beyond his/her control and advise why he/she is unable to report and when he/she will be returning to work.

17.2 It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

17.3 An employee who is required to work more than nine and one-half (9-1/2) hours on any shift will be paid a meal allowance of \$6.50.

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

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

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

17.7 When an employee attends the funeral of an immediate relative he/she shall receive eight (8) hours' pay at his/her regular rate for the day of the funeral and for two (2) other days to be taken not later than two (2) days following the day of the funeral, provided that such payments are made only in respect of absence from work on his/her regular work days. For the purpose of this clause, an immediate relative shall be one of the following: mother, father, wife, husband, daughter, son, father-in-law, mother-in-law, sister, brother, grandparents (both sides of the family), grandchildren and step-parents.

17.8 When an employee is notified of a death of an immediate relative and is unable to attend the funeral, he/she shall receive sixteen (16) hours' pay (two days) at his/her regular rate provided that such payments are made only in respect of absence from work on his/her regular work days. For the purpose of this clause, an immediate relative shall be one of the following: mother, father, wife, husband, daughter, son, father-in-law, mother-in-law, sister, brother, grandparents (both sides of the family), grandchildren and step-parents.

17.9 Lead hands shall be defined as a person who performs work and directs work of others, and shall not have authority to hire, fire, suspend, or otherwise penalize other **employees and he/she shall be a Union member.**

Lead hands will not receive preferential treatment where daily overtime is concerned, or daily hours worked when a supervisor is present in the department. Lead hand jobs will be posted, but seniority, skill and competence, and attitude will be equal criterion for selection.

17.10 If an employee is called for Jury Duty or required under a subpoena as a crown witness while on the active payroll on his/her normal work day, the Company agrees to pay the equivalent of an eight (8) hour day at straight time less the amount received for Jury Duty pay or crown witness fees.

17.11

- a) Warnings on an employee's record are to be withdrawn and removed after one year provided that there is no other warning or has not been any other warning in the employee's file.
- b) No disciplinary action shall be considered when the circumstances giving rise to it were more than five (5) full working days after the facts occurred, or were known.

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

17.13 **Tool Allowance**

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

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

17.14 Emergency Call-In

An employee who, after leaving the Company's premises, is specially called in at any time outside his/her normal working hours, shall be through when the emergency is over, but shall, nevertheless, be paid for a minimum of four (4) hours at time and one-half (1-1/2) for the time spent on the emergency work outside his/her scheduled hours.

17.15 Safety Footwear Allowance

Full-time employees with more than six (6) months of credited service and part-time employees with part-time seniority, who purchase C.S.A. approved safety footwear for use on the job, will be reimbursed up to \$85.00 toward such purchase. Full-time employees with less than six (6) months of credited service and part-time employees who do not have part-time seniority, who purchase C.S.A. approved safety footwear for use on the job, will be reimbursed up to \$85.00 toward such purchase on attainment of six(6) months of credited service or part-time seniority, as the case may be. For a subsequent purchase, employees will again become eligible for this allowance one year from the date of their previous purchase under this provision.

ARTICLE 18 — WAGES & BENEFITS

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

ARTICLE 19 — DURATION

This Agreement shall be in full force and effect from the 1st day of November, 2001 until the 31st day of August, 2003 and from year to year thereafter unless either party gives notice in writing to the other of termination or of

amendment not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration.

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

**United Food and
Commercial Workers
International Union,
Local 175**

Al Oliver

Kerry Fluit

Warren Massi

Shawn Haggerty

**Maple Leaf Consumer Foods,
A Division of
Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario**

Norm Courtney

Bill Malloy

APPENDIX A

Job	Wage Rate	
	Effective Nov. 1, 2001	Effective Aug. 25, 2002
Packer	\$12.45	\$12.80
SP Rotation (Stuff, Tie, Cry-o-vac and Pack)		
Open Boxed Meat		
Clean Up		
Laundry Attendant		
Janitor		
Trim, Portion and Operate Bandsaw	\$12.70	\$13.05
Sanitation		
Peeler		
Fresh Blender		
Grinder		
Shipper		
Receiver		
Palletizer		
Material Handler		
O.C. Inspection		
Mincemaster	\$12.90	\$13.40
Set up and Operate Injector Machine/Pickle Maker		
Formulator/Blender		
Frank-0-matic Operator		
Wiener Packaging Machine Operator		
Smokehouse Operator	\$13.45	\$13.80
Multi-Purpose Crew	\$13.95	\$14.30
Set-up/Greaser		
Maintenance B	\$18.45	\$18.80
Refrigeration B with License/Boiler Operator	\$21.95	\$22.30
Journeyman Electrician	\$22.70	\$23.55
Journeyman Millwright		

Probationary employees will be paid 75¢ per hour less than their job rate for their full 90 day probationary period.

Lead Hands — 25¢

Shift Premium

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

An employee who qualifies for the above premium will not be paid such premium for any hours that he/she works prior to his/her regularly scheduled starting time or following his/her regularly scheduled quitting time.

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

APPENDIX B BENEFITS

1. Any regular full-time employee is initially eligible for coverage when his/her records with the Company on the first (1st) day of any such month show that he/she has had not less than six (6) months of credited service and is working.
2. Employees lose their eligibility for all coverages when their records with the Company show:
 - (a) They have quit.
 - (b) They have failed to return to work when recalled, in accordance with the Collective Agreement.
 - (c) They have been on leave of absence or layoff for thirty calendar days.
 - (d) They have been absent in excess of twenty-one (21) consecutive months or length of service, whichever is less, due to sickness or noncompensable accidents.
 - (e) Employment with the Company has been terminated.
3. There is an obligation upon the employee to complete all initial eligibility requirements of the insurer. Any cost to the employee for subsequent forms requirements that are required to maintain the same with the insurer in order to be eligible for, and the maintenance of, the benefits available under the provisions of the Collective Agreement will be reimbursed 100% by the Company upon presentation of receipts.
4.
 - (a) **Life Insurance**
\$20,000 — for eligible employees.
 - (b) **Accidental Death And Dismemberment Insurance**
\$20,000 — for eligible employees.

(c) **Weekly Accident & Sickness Plan**

The Company agrees to purchase through an Insurance Carrier a weekly Accident and Sickness Plan. The conditions of the Plan are as follows:

- (i) Coverage — first day accident, fourth day sickness. The three day waiting period will be waived in respect to an employee who is hospitalized.
- (ii) Service scale for duration of payments (as of every September 1st)
 - 3 months to 5 years service — 15 weeks
 - 6 years to 12 years service — 18 weeks
 - 13 years to 20 years service — 24 weeks
 - 21 years to 26 years service — 28 weeks
 - 27 years and over — 35 weeks
- (iii) Employees will not be entitled to benefits under the Weekly Accident and Sickness Plan for any period for which they are eligible to receive Employment Insurance Sickness benefits.

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

benefit cheque is issued to the employee, from vacation monies owing to the employee. The amount of the weekly advance will be limited to the amount of the employee's weekly entitlement to Employee Insurance Sickness benefits and the total amount of all weekly advances paid out by the Company to an employee will not exceed the total amount of vacation pay that the employee has earned but not been paid at the time that he/she moves onto Employment Insurance Sickness benefits.

- (iv) (a) Weekly Accident and Sickness Amounts
60% of weekly earnings.
- (b) Drugs/Major Medical
Will be reimbursed at 80% from Insurance Company as per Plan C.
- (c) Vision
\$150.00 in any period of 24 consecutive months.

MEMORANDUM OF AGREEMENT

When it becomes necessary, because of a lack of production volume, for the Company to reduce the hours of work of an employee with seniority by more than two (2) hours but less than a full eight (8) hour shift, the following paragraph will apply:

An employee with seniority who is working on a job that is going to be performed for less than six (6) hours on a given shift (hereinafter referred to as Employee A) will be given the opportunity to displace the most junior employee working on the exact same shift in his/her department except on one of the jobs listed below provided that he/she can perform the required work. If there is no junior employee working on the exact same shift in the department of Employee A except on one of the jobs listed below, then Employee A will be given the opportunity to displace the most junior employee working on the exact same shift in the plant except on one of the jobs listed below provided that he/she can perform the required work. If Employee A displaces the most junior employee, then the displaced most junior employee will have his/her hours of work reduced. If Employee A chooses not to displace the most junior employee, then Employee A will have his/her hours of work reduced.

When it becomes necessary, because of a lack of production volume, for the Company to reduce the hours of work of an employee with seniority by one or two eight (8) hour shifts in a payroll week, the following paragraph will apply:

An employee with seniority who is working on a job that is not going to be performed for a shift (hereinafter referred to as Employee B) will be given the opportunity to displace the most junior employee

working in his/her department except on one of the jobs listed below provided that he/she can perform the required work. If there is no junior employee working except on one of the jobs listed below in the department of Employee B, then Employee B will be given the opportunity to displace the most junior employee working in the plant except on one of the jobs listed below provided that he/she can perform the required work. If Employee B displaces the most junior employee, then the displaced most junior employee will have his/her hours of work reduced. If Employee B chooses not to displace the most junior employee, then Employee B will have his/her hours of work reduced.

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

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

List of Jobs

Smoke House Operator

All jobs in the Maintenance Department

If it becomes necessary, because of a lack of production volume, for the Company to reduce the hours of work of an employee with seniority by three or more eight (8) hour shifts in a payroll week, it is agreed that Article 9.8 will apply.

In all other situations when it becomes necessary for the Company to reduce an employee's hours of work, it is understood and agreed that the employee who is working on the job that is not going to be performed will have his/her hours of work reduced.

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

Agreed this 30th day of December, 1998.

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

G. LeCouter
Warren Massi
Larry Fisher

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

C. Caldwell
D. Shechner

MEMORANDUM OF AGREEMENT

Full-time employees who were hired prior to September 1, 2001 and who are subsequently laid off will be offered the work that would normally be performed by part-time employees provided that they informed the Company, in writing, at the time when they received notice of layoff that they would be willing to perform part-time work and provided that they can perform the required work. If any such employee informs the Company, in writing, at the time that he/she receives notice of layoff that he/she is willing to perform part-time work, a copy of such will be given to the Union.

If a laid off employee who was hired prior to September 1, 2001, performs the required work, he/she will not be paid \$9.25 per hour but rather will be paid the wage rate set out in Appendix A for the job that he/she is performing.

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

Such employees will have their Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Care including Vision and Dental coverage continued for three months following the end of the month in which they were laid off. If a laid off full-time employee who was hired prior to September 1, 2001 works part-time on four or more days in a payroll week, he/she will have his/her Life Insurance, Accidental Death and Dismember-

ment Insurance, Extended Health Care including Vision and Dental coverage continued for three months following the end of the month in which such work **took** place.

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

**United Food and
Commercial Workers
International Union,
Local 175**

Al Oliver
Kerry Fluit
Warren Massi
Shawn Haggerty

**Maple Leaf Consumer Foods,
A Division of
Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario**

Norm Courtney
Bill Malloy

MEMORANDUM OF AGREEMENT
Re: Dental Insurance Plan

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

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

2. Covered dental expenses do not include and no payment will be made for:
 - services not included in the above
 - services provided under any government plans or Workers' Compensation
 - services covered under any other insurance
 - cosmetic treatment
 - charges for broken appointments
 - dentures replacing an existing appliance which is less than 3 years old or which can be made serviceable
 - dentures within 3 years from the date that dentures were provided under this Plan
 - theft or **loss** of dentures

3. A full-time employee will become eligible for cover-

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

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

4. The Plan will reimburse the employee for 80% of allowable expenses (except for charges related to dentures, crowns, inlays, onlays and fixed bridgework, in which case 50% will be reimbursed), with a maximum annual payment of \$1,000.00 to each employee or dependent. Allowable expenses will be based on the 1998 Dental Association Fee Schedule of Ontario.

Effective September 1, 2002, allowable expenses will be based on the 1999 Dental Association Fee Schedule of Ontario.

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

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

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

**United Food and
Commercial Workers
International Union,
Local 175**

Al Oliver
Kerry Fluit
Warren Massi
Shawn Haggerty

**Maple Leaf Consumer Foods,
A Division of
Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario**

Norm Courtney
Bill Malloy

October 26, 2001

Mr. Shawn Haggerty
Business Representative
U.F.C.W., Local 175

Dear Shawn:

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

1. If an employee's religious beliefs do not allow him/her to work on Saturday, the Company acknowledges the requirement to accommodate such employee under the Ontario Human Rights Code.
2. The Company recognizes that some senior employees may not want to be scheduled on Saturday. In such circumstances, the Company will attempt to find a more junior employee to assign to the Tuesday to Saturday schedule.

Yours truly,

Norm E. Courtney
Vice-president, Industrial Relations

October 26, 2001

Mr. Shawn Haggerty
Business Representative
U.F.C.W., Local 175

Dear Shawn:

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

Preference will be defined as follows:

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

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

Yours truly,

Norm E. Courtney
Vice-president, Industrial Relations

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

These contributions, supported by a report in a format designated by the trustees of the Canadian Commercial Workers Industry Pension Plan, showing the names of Employees for whom contributions were paid and the number of hours for which contributions were paid for each Employee, will be remitted directly to the Canadian Commercial Workers Industry Pension Plan within fifteen (15) days following the end of each month to which the contri-

butions are applicable. The Company agrees to pay any late remittance damages, interest or charges that are presently provided for in the Contribution Control Program of the Canadian Commercial Workers Industry Pension Plan Trust Fund as of its latest revision in June 1991.

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

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

Agreed this 23rd day of March, 1998.

**For United Food And
Commercial Workers
International Union,
Local 617P**

Mr. LeCouter
John Botas
Warren Massi

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

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

MEMORANDUM OF AGREEMENT
Re: S. P. Meats Rate Protection

This will confirm that the following employees:

Ewa Blaszek
Meriam Abesamis
Halina Bilan

will have their paid rate protected at twenty-five cents (25¢) per hour over the rate set out in Appendix A for the job, "S.P. Rotation (Stuff, Tie, Cry-0-vac and Pack) until December 31, 2002 provided that they continue to perform the above job.

**United Food and
Commercial Workers
International Union,
Local 175**

Al Oliver
Kerry Fluit
Warren Massi
Shawn Haggerty

**Maple Leaf Consumer Foods,
A Division of
Maple Leaf Foods Inc.,
21 Brockley Drive
Hamilton, Ontario**

Norm Courtney
Bill Malloy

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