

COLLECTIVE AGREEMENT

BETWEEN

MAPLE LEAF (CONSUMER GOODS
REGULATORY DIVISION)

100 Bloor Ave., Toronto, Ontario

A Member (Of) Maple Leaf Foods Ltd.
(hereinafter called the Company)

AND



UFCW (CANADA) LOCAL 1000A
(hereinafter called the Union)

Effective Date: September 24, 2008
Expiry Date: September 23, 2012

123456

11381 (05)



70 Creditview Road,
Woodbridge, Ontario L4L 9N4

Phone: (905) 850-0096

Toll Free: 1-800-637-5936

Fax: (905) 850-0839

Email: ufcw@ufcw1000a.ca

Web: www.ufcw1000a.ca

Name.....

Store Name.....

Store #

Store Phone

Union Steward(s)

.....

Union Representative.....

Cell #.....

Email.....

Together Is Better



Keep this booklet. It is an important legal document. This collective agreement sets out your wages, benefits and working conditions as a UFCW Local 1000A member at your workplace.

Local 1000A is one of Ontario's oldest and most respected retail workers' unions. We've been negotiating and safeguarding workers' rights for over 60 years. We know you work hard. You deserve to be treated fairly.

This collective agreement sets out your rights, obligations and how to resolve disputes when they arise. It compliments government legislation such as the Employment Standards Act, the Occupational Health and Safety Act and the Human Rights Code.

This collective agreement was negotiated between your union and your employer. Members from your workplace were part of the negotiating team that guided your union negotiators during bargaining. The collective agreement must be enforced, or it has no meaning. Your union is there to help you with this. Read this agreement. If your rights are being violated we will defend you. That's our job and we're good at it. If you feel unfairly treated in any way, please do not hesitate to speak with your workplace Union Steward. Local 1000A Stewards are specially trained to assist you with job-related concerns. Your Steward also works closely with a full-time Union Representative on problems that cannot be easily resolved at the store level.

Above all else, remember that "union" means "sticking together." Please support your fellow members, as you would like to be supported. Help one another out. Patch up any differences quickly. Report any unsafe working conditions to your employer and joint health and safety committee to ensure you are able to work safely and look out for the safety of others.

Together is better, on or off the job.

A handwritten signature in black ink that reads "Kevin Corporon". The signature is fluid and cursive.

Kevin Corporon
President, UFCW Local 1000A

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PURPOSE

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

ARTICLE 1 – RECOGNITION AND COVERAGE

- 1.01 The Company agrees to recognize the Union as the sole and exclusive agent of all employees at Maple Leaf Poultry, a division of Maple Leaf Foods Inc. (In the Municipality of Metropolitan Toronto) save and except foreman, persons above the rank of foreman, office and sales staff.
- 1.02 **All** employees shall, as a condition of employment, authorize the deduction of Union dues and initiation fees, or an equivalent amount. Such weekly deductions will commence the first full week following the first week of employment. Deductions will be forwarded together with a list showing the names of employees from whom deductions were made to the Union by the first of the month following the deduction.

ARTICLE 2 – STEWARDS AND NEGOTIATING COMMITTEE

- 2.01 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than three (3) employees to deal with matters which properly arise from time to time in connection with the renewal or modification of the agreement. Each member of the negotiating committee shall have at least six (6) months service with the Company.
- 2.02 The Company acknowledges the right of the Union to appoint or otherwise select a Chairperson, Chief Steward, assistant Chief Steward and not more than twelve (12) Union Stewards to deal with the grievances of employees. Union Stewards shall have at least six (6) months service with the

Company. It is understood a Steward or designate will not leave his/her assigned duties for the purpose of servicing or investigating grievances or other Union activity without first obtaining permission from his/her foreman. It is understood that such permission shall not be unreasonably withheld. It is further agreed that for the time spent in grievance meetings with the Company officials both the grievor and the steward will be paid at their applicable straight time rate.

In the event the Company introduces another production shift during the term of this agreement, the Company agrees to recognize one (1) Steward on the other production shift.

- 2.03 The Union shall notify the Company in writing the names of Stewards and the negotiating committee designated to transact Union business with the Company.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that, subject to the provisions of this agreement, it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, retire, discharge, classify, transfer, assign, direct, promote, demote, lay off and suspend or otherwise discipline employees subject to the provisions of this agreement and;
 - (c) generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, the kinds and locations of equipment, machines and tools to be used, the methods and schedules of production, the allocation and number of employees required by the Company from time to time.

ARTICLE 4 – NON-INTERRUPTION OF WORK

- 4.01 The Company agrees that there will be no lockout during the term of this agreement.
- 4.02 The Union agrees that during the term of this Collective Agreement there will be no strike, slowdown, sitdown, or other stoppages of work or interference with production.

- 4.03 The Union recognized that in order to provide maximum opportunity for continuing employment, the Company desires to operate efficiently in order to promote a strong market position.

ARTICLE 5 – GRIEVANCE PROCEDURE

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

Grievances or complaints shall be considered within seven (7) working days of the alleged circumstances coming to the knowledge of the employee.

- 5.02 The Union agrees to appoint or elect a Grievance Committee consisting of three (3) regular employees of the Company, who shall be the Unit Chairperson of the Local Union, the Chief Steward and the Steward representing the department in which the grievance arose. The Company shall be informed of the names of the Committee members and shall be informed promptly in writing of any changes in the Committee membership.
- 5.03 Grievances or complaints arising under this agreement shall be adjusted or settled as follows:

Step No. 1

Whenever an employee has a complaint or a grievance such employee together with his/her Steward (if the employee wishes the steward) shall first discuss the complaint or grievance with his/her immediate Supervisor. Failing a settlement within three (3) full working days, then the complaint or grievance may be presented as follows:

Step No. 2

Within five (5) full working days or such longer period of time as mutually agreed after the decision at Step 1, the aggrieved employee together with his Steward, and Chief Steward or designate shall present the grievance in writing, at a meeting with the Supervisor and Management or desig-

nate. Failing a settlement within three (3) full working days, then the grievance may be presented as follows:

Step No. 3

Within five (5) full working days or such longer period of time as mutually agreed, the Union Grievance Committee along with a full-time representative of the Union (if requested) and the grievor will meet with Management of the Company to discuss the grievance.

Step No. 4

Failing a settlement under Step No. 3 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such difference or question may be taken to arbitration, as provided for in Article 6. If no written request for arbitration is received within ten (10) working days after the decision in Step No. 3 is given, it shall be deemed to have been settled or abandoned.

- 5.04 Saturdays, Sundays and Plant holidays will not be counted in determining the time limit within which any action is to be taken or completed in each of the steps of the Grievance Procedure or under Article 6. Any and all time limits fixed by this Article or Article 6 may at any time be extended by mutual agreement between the Company and the Union.
- 5.05 Disciplinary warnings and/or reprimands will not be considered part of an employee's disciplinary record 24 months after the date of issue.

ARTICLE 6 – ARBITRATION

- 6.01 Whenever either party to the Agreement submits any grievance to arbitration, written notice shall be given to the other party. As soon as the parties have agreed to the selection of the arbitrator, the arbitrator shall hear the evidence and representations of both parties and shall render a decision as soon as possible. Should the parties fail to agree to the appointment of an arbitrator, the Ministry of Labour for the Province of Ontario will be requested to appoint such arbitrator.

No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

No grievance shall be considered by the Arbitration Board unless it has been properly carried through all previous steps of the grievance procedure except where otherwise noted.

- 6.02 The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of the Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 6.03 Each of the parties hereto will bear the expenses of the Chairman of the Arbitration Board, if any.
- 6.04 It is understood that the Company may bring forward any meeting held with the Union any complaint or grievance with respect to any matter concerning this Agreement, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as provided in Article 6.

ARTICLE 7 – DISCHARGE CASES

- 7.01 A claim by an approved employee on the seniority list that he or she has been unjustly discharged or suspended from his or her employment shall be treated as a grievance if a written statement is lodged with the Manager within 72 hours after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such cases.

When an employee is discharged or suspended from his/her employment, he/she shall be given a letter of discharge or suspension stating reasons for same. The steward or designate and the Union office will be given a copy.

The discharged or suspended employee will be allowed to interview his/her steward or designate, prior to leaving the premises, provided the steward or designate is on duty.

If an employee so desires, a steward or designate will be present when an employee is given discipline above a verbal warning.

- 7.02 Such special grievances may be settled by confirming the management's action in dismissing the employee or by reinstating the employee on a basis satisfactory to the conferring parties.
- 7.03 If an employee feels he/she is suffering a grievance he/she should report the complaint in the same manner described in paragraph 5.01 above.
- 7.04 It is understood that the management may bring forward at any meeting held with the Union Grievance Committee any complaint with respect to the conduct of the Union, its Officers, Committeemen or Stewards; and that if such complaint by management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee.
- 7.05 The Company agrees to provide a copy of all notices of discipline given to employees to the Chairperson.

ARTICLE 8 - WAGES AND BENEFITS

- 8.01 Schedule "A" of the various job classifications and the wage rates applicable to each, shall form part of this Agreement and reflect the general wage increase of \$700 lump sum in the first year, \$0.35 an hour in the second year \$0.40 an hour in the third year and \$ 0.45 an hour in the fourth year of the agreement. SCHEDULE "A" ATTACHED.
- 8.02 The Company agrees to provide welfare insurance benefits as set forth in Schedule "B".
- 8.03 The attached Letters of Understanding shall form part of this Agreement.
- 8.04 Effective 3 months following the date of ratification, all forms of remuneration and/ or compensation shall be issued via a direct deposit program.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The standard work week shall be forty hours and the standard work day shall be eight (8) hours on 5 days per week. The foregoing does not constitute a guarantee of either daily or weekly hours. The Company will pay for hours worked

except where otherwise stated in the Agreement. Overtime regulations shall not be a limitation upon the number of hours per day or days per week that the Company may operate its Plant or schedule its employees. Scheduled hours within a shift will be consecutive, with the exception of the meal period. While it is the Company's preference to schedule work Monday through Friday, it may due to the needs of the business, schedule regular shifts on Saturday and/or Sunday. If such shifts are to be introduced, the Company and the Union shall meet prior to the implementation of the new shifts to discuss and resolve issues around staffing and the recognition of seniority during the staffing process.

- 9.02 Overtime at the rate of time and one half the straight time hourly rate shall be paid for all authorized hours worked in excess of 40 hours per week or 8 hours per day.
- 9.03 Time and one half the straight time hourly rate shall be paid for all authorized hours worked on calendar Saturday, except for employees whose work regularly falls on Saturday.
- 9.04 Double the straight time hourly rate shall be paid for all authorized hours worked on calendar Sunday, except for employees whose work regularly falls on Sunday. Employees who regularly work on Sunday shall receive another day off in lieu of Sunday. **If** they work on such off day, they shall receive double time for hours worked on that day. Where an employee works his/her scheduled day on Sunday and has two week days off, the second day shall be considered to be the day in place of Sunday.
- 9.05 Employees working on shifts regularly scheduled to commence prior to 10:00 p.m. on Sunday shall receive a premium of \$3.00 per hour for all hours worked at regular rates on calendar Sunday. Such premium shall not be considered as part of such employee's basic rates.
- 9.06 Any employee who is called in to work shall receive a minimum amount equal to four (4) hours work at the prevailing rate.
- 9.07 An employee who reports for work at the commencement of his/her assigned shift without previous notification not to do so, shall receive a minimum of four hours work or four hours pay at his/her regular straight time rate. In the event of forced

shutdown or curtailed operations for reasons beyond the control of the Company, or in cases where an employee fails to notify his/her foreman of his/her intention to return to work following a period of absence, this provision shall not apply.

- 9.08 Regular employees shall be given as much notice as reasonably possible but not less than two (2) working days notice when required to change shifts on a temporary basis. The term shift is described by days, afternoons and midnights. When a change is thought to be permanent, the employee will be given at least five (5) working days notice. In the event it is necessary to implement shift changes, schedule preference will be granted by seniority.

ARTICLE 10 – PLANT HOLIDAYS

- 10.01 Employees who have completed their probationary period shall be paid for New Years Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day for the standard number of daily hours at the employee's regular straight time rate of pay, provided, however, the employee works his/her regularly scheduled shift preceding and following such holiday. An employee who is otherwise eligible but fails to work the shift before or the shift following the holiday due to bereavement leave or other absence authorized by the Company, other than absences covered under paragraph 10.02, shall not be disqualified from receiving holiday pay.

In addition to the above, two (2) individual "floating" holidays may be taken any time during the year but not, normally, consecutive with the employee's annual vacation. Employees will be required to have one year of seniority in order to be eligible for the 2 floating holidays. The employee will give one week's notice of the holiday he/she wishes to take and the day selected will be to the mutual convenience of the Company and the employee. The Company will not unreasonably deny the request.

- 10.02 An employee who would otherwise qualify for Plant holiday pay as provided in paragraph 10.01 but who is absent and drawing sick benefit insurance or Workers' Compensation when a Plant holiday occurs, will be paid the difference between the sick benefit or Workers' Compensation as the case

may be and eight hours pay at his/her regular straight time rate. This provision will only apply when the employee is drawing weekly sick benefits, or if on Workers' Compensation, for a period not to exceed the maximum stipulated by the sick benefit insurance plan.

- 10.03 An employee required to work on any of the above designated Plant holidays will receive time and one half his/her regular straight time rate for work performed in addition to Plant holiday pay in conformity with paragraph 10.01 above. Should any of the Plant holidays listed in paragraph 10.01 fall on a Saturday or Sunday, such holiday shall be observed on either the Friday preceding or the Monday following the holiday.

ARTICLE 11 – PROBATIONARY PERIOD

- 11.01 A new employee will be termed a probationary employee and will not be considered a regular employee until he/she has worked for the Company for sixty (60) working days accumulated within a period of six consecutive months. Seniority shall be dated sixty (60) working days prior to the day on which the employee works his/her sixtieth (60th) day within the required period, however, for each day during the probationary period an employee is on modified work the probationary period shall be extended day for day to a maximum of 12 weeks as per modified work program.
- 11.02 The Union acknowledges that the probationary period is a trial period within which management reserves the right to appraise new employees and that the sole fact that a new employee has not measured up in any way to all the qualities of an approved employee is just cause for dismissal. The employer shall provide an orientation session with any new employee. This orientation is an opportunity to communicate to the probationary employee, general employment information and the Company's expectations for continued employment.
- 11.03 "The company agrees that each new hire shall be, as part of their orientation, introduced to the unit chairperson, chief steward, or assistant chief steward on their shift as the case may be, and that the steward shall be given a brief opportunity to provide the new hire with contact information and a collective agreement."

ARTICLE 12 – SENIORITY

- 12.01 When reducing the working force of employees, plant-wide seniority will be the guiding factor so long as it does not prevent the Company from maintaining a working force of employees who are capable and willing to do the work which is available. “Students, and then Probationary employees within the department will be the first to be laid off, on a “last in , first out” basis, provided the employees remaining are qualified to perform the remaining work. Employees shall be given as much notice of layoff as possible but not less than two (2) working days notice or pay in lieu of such notice.”
- 12.02 Any employee with seniority, who is displaced due to a lay-off of more than two days, may elect to bump the junior employee in another department with less seniority, so long as it does not prevent the Company from maintaining a working force of employees who are capable and willing to do the work which is available at the scheduled rate for the job.
- 12.03 The Company reserves the right to decide the work assignment of an employee who elects to exercise paragraph 12.02.
- 12.04 In cases of promotion, demotion, up-grading or transfer of employees, the seniority, skill, ability and physical fitness of the employee for the job shall be the governing factors and where these are relatively equal, Plant seniority will be the governing factor.
- 12.05 When the Company decides to fill a vacancy such vacancy shall be posted for three (3) working days. Employees interested in filling the vacancy shall sign the posting within these three (3) working days. The successful applicant shall be posted within ten (10) working days of the end of the posting. Any exceptions to the ten (10) working days above will be discussed between the Company and the Union and may be extended, by mutual agreement, when circumstances so warrant. Applications will be considered in accordance with Article 12.04.

Vacancies will be filled on a plant-wide basis. Should this not satisfy the vacancy, the Company will hire from outside. The term “vacancy” as used in the Article shall mean permanent vacancy that occurs from the retirement, resignation, transfer, discharge, a new job within an existing classification or a new classification which the Company decides to fill or

where the requirement for employees exceeds the number of employees in a department on a permanent basis.

If the employee fails to meet the requirements of the job or wishes to relinquish the new position, he/she will be returned to their former position.

The successful applicant on a job posting may not apply on a subsequent posting for a period of 12 months from the date of the final selection, unless posting for a higher rated position. If posting for a higher rated position, the successful applicant may not apply on a subsequent posting for a period of 6 months.

A two step posting procedure shall be used. The original job shall be posted, and the vacancy created by filling the original job if it is higher than a Grade 1 job. Exceptions may be considered by Management.

- 12.06 When it is necessary to transfer employees to another department, the junior qualified employee will be transferred if senior employees do not request the transfer. Daily overtime or extra work, if any, will be given to employees who normally perform work on a seniority basis within the department, and then offered to the senior employees that were transferred in the department on that day.
- 12.07 Seniority, as referred to in the Agreement, shall mean length of continuous service in the employ of the Company and shall be on a plant wide basis. An employee promoted to supervisor or other position, excluded from this Agreement, shall continue to accumulate seniority for a maximum period of twelve months beyond the date of his/her promotion.
- 12.08 Employees who are laid off retain the seniority they have accumulated from the date of their layoff for a period equal to their length of service as at the date of their layoff, to a maximum of twenty four (24) months and a minimum of twelve (12) months, subject to paragraph 12.09.

Employees will be recalled from layoff in accordance with Article 12.01.

- 12.09 Seniority rights shall cease and employment shall be terminated for any of the following reasons:
- (a) If any employee voluntarily quits, and an employee

shall be deemed to have quit when he/she give notice of his/her desire to leave the Company's employment.

- (b) If an employee is absent for more than two (2) working days without having reported his/her absence (with acceptable reason) to his/her immediate supervisor or without having applied for and obtained a leave of absence for a definite period from the Company.
 - (c) The employee fails to report for work at the expiry of his/her leave of absence and fails to provide an acceptable reason.
 - (d) The employee fails to report for work after a layoff and does not notify the Company within forty-eight (48) hours that he/she intends to return to work, and unless he/she returns to work as soon as possible after receiving notice by courier or registered mail, and in any event within four (4) days after the notice by courier or the mailing or other communication of such notice.
 - (e) If the employee is discharged and such discharge is not reversed under the grievance procedure.
 - (f) If an employee takes another position temporarily, seeks out or tries new work, or ventures into business for himself/ herself while on leave of absence.
 - (g) He/ she is laid off and not recalled to work within their recall right as per article 12.08.
- 12.10 The Company will provide a current copy of the Plant seniority list including addresses, to the local Union every three (3) months. Seniority shall be by payroll number when employees start the same day.

ARTICLE 13 – NOTICE BOARD

- 13.01 The Company agrees that the Union shall have a separate enclosed notice board for posting Union notices.

All such notices prior to being posted must have the approval of management and must be signed by an authorized Union official.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 The Company may grant leave of absence to an employee at any time for legitimate personal reasons. Application by the employee **will** be made in writing to Management who will

grant such leave, if possible, after considering the requirements of the business.

- 14.02 Subject to the contingencies of the business, not more than two (2) employees from a department or six (6) in total from the Plant at any one time, shall, upon three (3) weeks' notice, be granted leave of absence without pay for a specified period up to six (6) months for the purpose of attending to Union business. It is understood the amount of leave granted is the amount that will be taken. Applications for leave of absence of six (6) days or less under this paragraph will normally require five (5) working days notice to the Company.
- 14.03 In the event of the death of an immediate relative, leave of absence up to three consecutive days, exclusive of assigned days of rest, will be granted for the purpose of attending or arranging the funeral. Such employee shall be paid straight time regular rate for scheduled hours he/she otherwise would have worked during such leave. When an employee cannot attend the funeral of an immediate relative because of geographical distance, he/she shall receive eight (8) hours off with pay on the day of the funeral.

Employees may apply for unpaid leaves pursuant to Article 14.01 above.

"Immediate relative" shall mean the employee's mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother/sister-in-law. "Employee" shall mean a full-time employee of the Company who has completed his/her probationary period.

- 14.04 When an employee is called by the Crown for jury duty or subpoenaed as a witness and must, as a result, lose time from work, the Company agrees to pay such employee the difference between the fee received and the employee's straight time basic rate, excluding shift or other premium, for the scheduled hours he/she otherwise would have worked.
- 14.05 The Company will continue to grant maternity, parental, or adoption leave in accordance with the Employment Standards Act. Employees will accrue seniority during such leave.

ARTICLE 15 - REST PERIODS

- 15.01 The Company will schedule for each employee a break period of ten minutes during the first half and a second break

period of ten minutes during the second half of each standard shift. When employees work more than two hours into the second half of their shift, then they will have their break time added to their time worked. When two or more hours of overtime work is scheduled continuous with the regular shift, employees will be granted a ten minute rest period before commencement of the overtime work.

ARTICLE 16 – VACATION

- 16.01 This agreement acknowledges that the Company has the right to schedule vacations so as to efficiently maintain Plant operations however, a sincere effort will be made to grant vacations at the time wanted by employees, giving longer service employees preference. Vacations of more than two weeks will not necessarily be scheduled consecutively during the months of June, July or August. Employees will advise the Company during the month of February of their preference as to vacation dates. The Company will review this information in accordance with paragraph 16.01 and post the Plant vacation schedule by March 1st. If requested, the employee will receive a copy of his/her vacation form before commencing their vacation.
- 16.02 An employee with less than one year's service by July 1st of the current year shall be entitled to a vacation of one-half day for each full month of service to July 1st of the current year. Pay for such vacation shall be 4% of the employee's earnings for his/her period of employment up to June 30th of the current year.
- 16.03 An employee with one year or more but less than five years' service by July 1st of the current year shall be entitled to two weeks vacation. Pay for such vacation shall be 4% of the employee's earnings for the twelve month period ending June 30th of the current year.
- 16.04 An employee with five years' service or more by July 1st of the current year shall be entitled to three weeks vacation. Pay for such vacation shall be 6% of the employee's earnings for the twelve month period ending June 30th of the current year.
- 16.05 An employee with ten years' service or more by July 1st of the current year shall be entitled to four weeks vacation. Pay for such vacation shall be 8% of the employee's earnings for the twelve month period ending June 30th of the current year.

- 16.06 An employee with twenty years' of service by July 1st of the current year shall be entitled to five weeks vacation. Pay for such vacation shall be 10% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 16.07 Vacations will be based on service calculated to July 1st each year. Employees who after July 1st and prior to the end of the calendar year, reach the service required to entitle them to an additional week of vacation, will become eligible for such additional week of vacation on completion of the required years of service.
- 16.08 An employee voluntarily quitting or leaving his/her employment for other reasons during the vacation year shall receive vacation pay based on his/her earnings since the preceding July 1st. Such pay shall be calculated at the appropriate percentage figure for his/her years of service in accordance with the preceding provisions of this Article.

When an employee is discharged for just cause, he/she will receive vacation pay in accordance with the Employment Standards Act of Ontario. All eligible employees will take their full vacation entitlement as scheduled time off and their accrued vacation pay will be made available on the pay before they leave.

- 16.09 Vacation pay will be paid not later than the pay day prior to taking the vacation, whenever possible. In the event payment is not made, the company agrees to provide payment manually as soon as possible thereafter.

ARTICLE 17 – SAFETY AND HEALTH

- 17.01 "It is intended that the parties hereto meet with their duties and obligations pursuant to the Human Rights Code, and without limited such duties and obligations. It shall continue to be the policy of the Company and of the Union not to harass and/or discriminate against any employee because of race, colour, ethnic origin, handicap, sex, age or religion. It is further understood that Management officials, Union officials and Lead hands, and all other employees shall not participate in discrimination, intimidation or coercion of others in the workplace.

- 17.02 The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment.
- 17.03 There shall be a Safety Committee consisting of six (6) members (three from the bargaining unit and three from management).
- 17.04 Minutes shall be kept of each meeting with a copy to each committee member.
- 17.05 The Company will supply aprons, beard nets, hair nets, and gloves where required and, in addition, launderable outer **work** clothing as required.

The boot allowance (all approved safety footwear) shall be \$90.00 per contract year payable upon receipt of proof of purchase. More than one purchase per contract year will be acceptable to reach the annual allowance.

Effective September 24, 2009 employees will be entitled to a safety boot allowance of up to \$120.00 per year.

The Company will provide one coat liner to employees who work primarily in the cooler or in the freezer. These liners will be the responsibility of the employees to launder and maintain.

- 17.06 The Company will make coat liners available to employees of the QC department for use while working in the cooler. In addition, rubber boots will be provided to QC employees for use in the Kill/ Evisceration areas.

ARTICLE 18 – TEMPORARY ASSIGNMENTS

- 18.01 **An** employee temporarily assigned by the Company to a higher rated job for a period exceeding 1 hour shall be paid the higher rate, but an employee temporarily assigned to a job paying a lower rate will continue to receive his/her regular rate.

ARTICLE 19 – WORKING FOREMEN AND LEAD HANDS

- 19.01 Supervisory personnel will not, under normal conditions, perform work customarily carried out by members of the Bargaining Unit, except in the training of employees, (such

training will not be more than two (2) weeks), testing of equipment, emergencies, and assisting to overcome operating difficulties. In the case of the maintenance department, the maintenance supervisor and the maintenance foreman will perform maintenance work.

- 19.02 Future vacancies for Lead-hand positions shall be posted for three (3) days and any bargaining unit employee may apply for such positions. The employer will first consider the employee's immediate qualifications, skill and ability when making a determination about the successful applicant. Where all of these factors are relatively equal, seniority shall be the governing factor. Lead-hands will be paid a premium of \$0.35 over the highest paid rate in their department for the duration of the assignment. No lead hand shall hire, layoff, suspend, discharge or exercise other discipline, but shall perform work and transmit orders and shall be a Union member.

ARTICLE 20 – STUDENTS

- 20.01 Students may be employed during the school vacation period (May 1 – September 15) on a “term” basis. Such “term” employment will be excluded from time worked for the purpose of fulfilling the probationary period specified in Article 11. Students will only work overtime if regular employees are not available and in no way shall impact the entitlements of regular employees under the Collective Agreement.

ARTICLE 21 – TOOL ALLOWANCE AND LICENSING RENEWALS

- 21.01 Effective September 24, 2008 all grade 4 employees will be granted a tool allowance of up to \$125.00 per year of the Collective Labour Agreement for the replacement of tools required by the Company, which are broken or worn out on the job. This allowance may also be used for the purchase of new tools required by the Company to maintain new equipment or to employ new techniques. Effective September 24, 2009 the tool allowance will increase to \$200.00.

Effective date of ratification the company will pay for required licensing renewals on an annual basis, not to exceed \$100.00 per year.

New employees in the Maintenance Department will not be eligible for the tool allowance until they have completed 12 months service on the job.

ARTICLE 22 – TERMINATION

This Agreement shall be effective from September 24, 2008 until September 23, 2012 and shall continue automatically thereafter during annual periods of one year unless either party notifies the other in writing within no less than 30 days and no more than 60 days prior to the expiration date that it desires to amend or terminate this Agreement. If pursuant to such negotiations, agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, it shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Labour Relations Act of the Province of Ontario, whichever should first occur.

Dated at Toronto this ____ day of _____

The United Food and
Commercial Workers
International Union
Local 1000A

Maple Leaf Poultry
Division, a member of
Maple Leaf Foods Inc.
Toronto, Ontario

Kevin Benn

Ken Johnston

Brad Leo

George Cappuccitti

Maria Cabral

Joe Costa

Joe Bonello

Tara Bradacs

Dave Dewar

Rick Cox

Plant Closing:

The Company agrees that if all or a substantial portion of the Plant closes during the term of this Agreement, the Company will sit down with the Union, 90 days in advance of the closing date to discuss severance/closure plans with the union representatives.

SCHEDULE "A"
JOB CLASSIFICATION AND HOURLY WAGE RATES

	Effective April 7/09	Effective September 24/09	Effective September 24/10	Effective September 24/11
Grade 1 General help	\$700 (Gross Lump) 16.57	16.92	17.32	17.77
Grade 2 Cooler Bulk Pak scale Packer Salvager Shippers Packaging Operator	\$700 (Gross Lump) 16.82	17.17	17.57	18.02
Grade 3 Live hanger Setup person Relief Person Saw Operator Cut-up Machine Operator Trimmer (QC) Quality Control Cook House Operator	\$700 (Gross Lump) 17.17	17.52	18.37	

Grade 4	\$700 (Gross Lump)	09/24/09	03/24/10	09/24/10	03/24/11	09/24/11	03/24/12
Maintenance Helper	18.17	18.62	19.07	19.52	19.97	20.47	20.97
Maintenance "A" (Journeyman)	25.17	25.62	26.07	26.52	26.97	27.47	27.97
Maintenance "AA" (Dual Trades)	25.62	26.07	26.52	26.97	27.42	27.92	28.42
Stationary Engineer 2nd Class	25.17	25.62	26.07	26.52	26.97	27.47	27.97
Stationary Engineer 3rd Class	24.17	24.62	25.07	25.52	25.97	26.47	26.97
Stationary Engineer 4th Class	22.67	23.12	23.57	24.02	24.47	24.97	25.47

Live hang premium effective April 7, 2009 thirty five cents (\$0.35) per hour.

Trainer Rate:

Where employees are assigned to a trainer for one (1) complete shift, or longer, the appointed trainer shall be paid a premium of \$0.35 for the duration of the assignment.

Shift premiums

The Company agrees to pay a shift premium as follows:

Afternoon shift 2:30 p.m. to 11:30 p.m. forty-five cents (\$0.45) per hour. Night shift 10:20 p.m. to 6:00 a.m. fifty cents (\$0.50) per hour.

Employees who commence their shift between the above hours will be paid the applicable premium. New hires after April 12, 2000 will not be entitled to off shift premium until they have completed probation.

Such premium shall not be considered as part of such employee's basic rates.

Starting Rates

The starting rate for new employees hired after the date of ratification will be:

Effective Sept. 24, 2009	Grade 1	Grade 2	Grade 3
Start	13.20	13.60	14.95
Upon completion of 8 months seniority	14.70	15.00	15.35
16 months seniority	15.70	16.00	16.35
24 months seniority	16.92	17.17	17.52

Student Rates:	New Students	11.35
	Second and subsequent years	12.35

Effective Sept. 24, 2010	Grade 1	Grade 2	Grade 3
Start	13.60	14.00	15.35
Upon completion of 8 months seniority	15.10	15.40	15.75
16 months seniority	16.10	16.40	16.75
24 months seniority	17.32	17.57	17.92

Student Rates:	New Students	11.75
	Second and subsequent years	12.75

Effective Sept. 24, 2011	Grade 1	Grade 2	Grade 3
Start	14.05	14.45	15.80
Upon completion of 8 months seniority	15.55	15.85	16.20
16 months seniority	16.55	16.85	17.20
24 months seniority	17.77	18.02	18.37

Student Rates:	New Students	12.20
	Second and subsequent years	13.20

It is agreed that the differential for new employees applicable to all other employees will not apply to those classed as Maintenance or Live hang. The starting rates for new employees hired as Maintenance or Live hang will be \$1.00 per hour below the job rate. Automatic increases of twenty-five cents (\$0.25) per hour will be granted on the completion of each 3 months' service. After 12 months' service, the job rate will be paid.

The Company reserves the right to pay higher than the wage rates set out above for any job. This will only be done following mutual agreement with the Union.

SCHEDULE “B”
EMPLOYEE HEALTH AND WELFARE INSURANCE

The following sets forth the basis on which the Company agrees during the term of our current Agreement, to pay the cost of employee health and welfare insurance benefits.

Subject to the same qualifications, the Company will pay the premium cost of a Group Life Insurance Plan for employees who have completed the probationary period and are otherwise eligible for this insurance. The life insurance coverage will be \$36,000 for each insured employee.

Effective September 24, 2004 the life insurance benefit will increase to \$40,000.

The Company will continue to pay the premium cost of the Major Medical Insurance Plan for employees who have completed the probationary period and are otherwise eligible for this insurance and their eligible dependents. The Major Medical Plan will include deductibles of \$10/\$10 with no co-insurance. Effective date of ratification an annual drug maximum of \$20,000 will be in effect.

Effective date of ratification the “C-PAP” machine will be added to the list of eligible treatments in the Health and Welfare plan. Paramedical coverage will be paid on the first visit, including any balance of coverage not covered by OHIP.

The Company will continue to pay the premium cost of the Dental Insurance Plan for employees who have completed the probationary period and are otherwise eligible for this insurance, and their dependents. The dental plan will provide benefits equivalent to the prevailing Ontario Dental Association’s schedule of fees for the previous year providing for an annual maximum payment of \$1,200.00 per person.

Effective September 24, 2009 the maximum on dental care will increase from \$1,800 to \$2,000.

Effective December 1, 1993 the Company will pay the premium cost of a Vision care Plan for employees who have completed the probationary period and are otherwise eligible for this coverage and their dependents. Effective September 24, 2006 the vision care plan will increase to \$200.00 every two (2) years.

The Company will pay the premium cost of the Accident and Sickness Insurance Plan. The benefit is equal to 60% of the weekly in-

surable earnings up to the U.I.C. maximum. Sick pay is payable to hourly employees who are absent from work due to illness or non-occupational accident. Sick pay benefits are payable after a 3 day waiting period, unless, the employee is hospitalized or undergoes day surgery recommend by a physician or is absent due to a non-occupational accident. Sick pay benefits can continue for a maximum of (26) twenty-six weeks. The Plan is based on a 5 day per week scale.

Effective June 1, 2000 the Accident and Sickness Insurance Plan will become EI integrated. Employees will not be entitled to benefits under the Accident and Sickness Insurance Plan for any period for which they are eligible to receive Employment Insurance disability benefits.

The Company will implement a generic drug card plan within the next 3 months to include only those medically necessary prescriptions. Brand name drugs are covered under the plan in cases where, for medical reasons, the physician specifically states no substitution on the prescription. A dispensing fee cap of \$7.00 will apply.

Employees hired after April 9, 2000 will become eligible for benefit coverage the beginning of the month following the month they reach six (6) month seniority. Any insured employee not actively at work on the effective date of any improvement in the present benefit plans will be insured for the improved benefit as amended upon return to active work.

Company participation in the payment of premiums for the insurance plans as described herein above, is conditional upon the employee performing work for the Company during the month in which the premiums fall due. Effective one (1) month following date of ratification: In cases of disability leave, benefits coverage will be extend at the company's cost for up to six (6) months (from four (4) months) . It is further understood that entitlement to benefits under these insurance plans shall be decided by the underwriter based on the provisions of the master policy and controversies shall not be subject to the Grievance or Arbitration provisions of the Collective Agreement.

The Company may elect at some future date to transfer the underwriting and administration of one or more of these benefit plans to another insurance carrier, with the understanding that in this event, the benefits that will be provided by the new carrier will be similar or substantially similar to those in effect at the date of change over.

If the Federal or Provincial Government brings into operation any insurance plan which provides benefits that are similar or substantially similar to those offered at present to employees of the Company, and such coverage is available to our employees on a voluntary or compulsory basis, the Company reserves the right to discontinue or modify the affected insurance as hereinbefore outlined, so as to establish a new plan with benefits, not less favourable, or to cease its contributions altogether, should the Government plan take over the particular field of insurance.

It is understood and agreed that the cost of the benefits program paid by the Company as outlined herein is in lieu of any employee entitlement to rebate under the Unemployment Insurance Act.

Effective one (1) month following the date of ratification, the company agrees to extend voluntary health and dental benefit continuation to employees who are on an approved STD leave and where such an employee's health and dental benefits have ceased. The following conditions apply;

- a. The Health and Dental benefits are only available as a package, and solely at the employee's cost.
- b. The employee will provide the company with post-dated cheques at least 2 weeks prior to the end of company-paid benefit entitlement.
- c. Any unused post-dated cheques will be returned to the employee at the end of the approved STD leave.
- d. In the event that such an employee becomes deceased during a voluntary benefit period, any eligible survivors will have continued coverage until the last day of the month in which the employee became deceased.

SCHEDULE “C” PENSION

The company agrees to provide a defined contribution pension plan, which will be registered with the Financial Services Commission of Ontario, and will provide the investment choices, which are currently identified in MLF Plan 200 and shall include:

- Effective September 24, 2009 employees will contribute 2% of regular earning of statutory holiday’s and vacation pay for vacation time take.
- The company will match 100% of the employee contribution.
- Employee contributions are permitted, and will be matched, for periods of absence for which legislation permits and/or requires the continuation of pension benefits.
- Employees will participate in the plan commencing with the first pay period after the attainment of one year of seniority.
- The Company’s contributions will begin and are vested upon entry into the plan.
- Additional Voluntary Contributions, which are not matched by the Company, may be made through weekly payroll deduction.
- Additional Voluntary Contributions, which are not matched by the Company, may be continued for periods of absence for which legislation permits the continuation of the Pension Benefits through periods of absence by payment to the company in advance of the absence.
- Changes to the pension plan may only be made through the collective bargaining process or as required by legislation.
- Contributions shall be made to the plan as required by the Collective Agreement and/or at law.

Letter of Understanding #1

November 4, 1997

Letter of Understanding and Intent

The Company will have a copy of the benefit plan text in English for review by the Union, at the Plant.

Letter of Understanding #2

April 5, 2000

Re: Toronto Ethel Ave. Toronto Negotiations

During the life of the Agreement, any employee with seniority, who receives termination notice as a result of the closing of any department at the Ethel Ave. location, will be given "preference of employment" at any Maple Leaf Poultry location in Ontario. Such applications must be made within two weeks following an individual's date of layoff.

"Preference of employment" is defined as: hired to fill new job openings in the Plant before other applicants provided that such individuals can report for work on the first day required by the Company, and can perform the required work satisfactorily and also have a past work record at the Ethel Ave. Plant which is deemed satisfactory by management at the hiring locations. This will not be done in an arbitrary or discriminatory manner. Should a situation arise where more individuals have applied and are considered for hire, than positions available, the Company will offer the job on the basis of Ethel Ave. Toronto seniority.

If hired at any of the Maple Leaf Poultry locations, any such individual will be considered as a new employee and will be subject to the rates of pay and all other terms and conditions of employment in place at the location where he/she is hired.

In the event that the circumstances in paragraph one occur, the Company agrees to meet with the Local Union at its Ontario chicken slaughter plants to discuss the possibility of providing the hired individual with seniority credit to allow the individual to be positioned one day past the probationary period on the seniority list.

The most senior qualified employee may take movement to a new facility before a junior employee in a closed out department.

Letter of Understanding #3

September 10, 2003

Re: Plant Closure

At the time of Collective Bargaining, the Company confirms it does not have plans to close the Ethel Avenue operations, however, should a decision be made to close the facility, the following will apply:

1. Employees will be entitled to a severance payment that would be the greater of the employment Standards Act entitlement or one (1) week's pay per completed year of service. To be eligible, the employee must continue to work in a satisfactory manner until the expiry of the notice of closure.
2. Employee benefits will continue on the basis of one month's coverage per each completed year of service to a maximum of four (4) months.
3. The Company will notify the Union as soon as possible should there be a decision to close the facility and where possible the Company will endeavour to give no less than three months notification prior to closing.
4. Employees will be given preferential hiring at Maple Leaf Poultry facilities in accordance with the "Toronto Negotiations Letter" dated April 5, 2000 attached to the Collective Agreement. This will not prevent any employee from seeking or accepting other opportunities within Maple Leaf Poultry or Maple Leaf Foods. Employees accepting other employment within Maple Leaf Poultry or Maple Leaf Foods will receive severance as outlined in (1) above and commence employment under the terms and conditions of the hiring location.
5. The Company will contract outplacement services to provide for the following:
 - a. Resume and cover letter writing
 - b. Networking and job search strategies
 - c. Financial counseling
 - d. Introduction to E.I. Services and programs
6. The Company will establish a Career Centre for the purpose of identifying job opportunities and promoting the candidacy of those affected by the closure. The Career Centre will be maintained for a period of 6 months or less if mutually agreed to by the Union and the Company.

7. This letter of Agreement will remain in force during the term of the current Collective Agreement or as the Collective Agreement is extended as per Article 22.

Letter of Understanding #4

September 10, 2003

Re: Job Rotation

The Company and the Union agree that job rotation is a beneficial part of a Health and Safety program and to that end both parties agree to **work** together to enhance meaningful job rotation.

Letter of Understanding #5

September 10, 2003

Re: Distribution of Production Overtime

The parties agree that the entitlement to overtime will be as set out below:

1. Non scheduled overtime will be offered to those who are at work in the department based on seniority, provided they can perform the work required.
2. Scheduled overtime during the week within each department will be scheduled to allow the shift with the more senior employees access to the overtime, provided it is consistent with the needs of the business.
3. Weekend overtime will be offered based on seniority within departments, provided individuals can perform the work required.
4. For weekend overtime both day and night shift will be combined as a single department.
5. Should there not be enough volunteers from within the department to satisfy the overtime requirements, then the remaining overtime shall be offered by seniority on a plant wide basis.

The parties may mutually agree to amend the above steps.

Letter of Understanding #6

September 10, 2003

Re: Shipping Assignments

The Parties agree that the Company will continue the current practice of assigning primary responsibilities based on skill and ability. When skill and ability are relatively equal, seniority shall be the deciding factor. Additional work assignments will be based on existing practice. It is agreed that assignments will not be made for disciplinary reasons. Any changes to the current methods will be discussed between the parties.

Letter of Understanding #7

September 10, 2003

Re: Missed Overtime Opportunity

In the event an overtime opportunity is improperly assigned, those affected employees shall be provided with a make up opportunity.

Such opportunity shall,

- a. Be work that was not otherwise to be performed in an overtime situation.
- b. Not in the normal course but work that would otherwise be ~~of-~~ferred in overtime through the seniority application.
- c. Not cause the loss ~~of~~ regular or overtime work opportunity to other employees.
- d. Be arranged to be performed at a time mutually agreeable between the supervisor and the employee.
- e. "In the event that an employee is improperly missed for an overtime assignment multiple times during a calendar year, and where the Supervisor failed to make reasonable attempts to contact the individual, the employee shall be entitled to pay for all such missed overtime beyond the third (3rd) improper assignment in that calendar year."

Letter of Understanding #8

September 10, 2003

Re: Joint Labour – Management Committee

The Company and the Union agree to establish a Joint Labour Management Committee to identify, review and resolve issues of general concern to the Company or the Union as it related to the day to day operations of the business and the Collective Agreement.

This Committee shall meet immediately following ratification of the Collective Agreement and regularly thereafter as is reasonably required.

Letter of Understanding #9

September 10, 2003

Re: Reduced Hours

1. On a daily basis, the Company will make sincere and reasonable efforts to provide the more senior employees the opportunity to earn the maximum available regular hours.
2. The parties agree that should the business be such that employees are not being offered at least 8 hours per day and this continues for 3 consecutive work days then the following will occur:
 - a. The Joint Labour Management Committee will meet on day 4 to understand the cause of the reduced hours. The committee may meet sooner if information is available.
 - b. The Union may make suggestions with regard to methods of lessening the impact of the reduced hours on the more senior employees in the facility at any time that reduced hours are implemented.
 - c. The Company will give due consideration to the suggestions of the Union and implement those suggestions were practicable.
 - d. If a layoff is considered and the Company determines that the layoff is compatible with the needs of the business then the Company will implement the layoff without unnecessary or unreasonable delays.
 - e. Nothing herein prevents the issuance of notice of layoff prior to the meeting of the Joint Labour Management Committee nor shall it be construed to limit the rights of Management in Article 3.
 - f. The principle shall also be applied in cases where reduced hours continue but the 3 day qualifier is not met. For example, the 3 day's is interrupted by a full shift.
3. The Company and the Union may mutually agree to extend or shorten the time frames herein discussed.

Letter of Understanding #10

September 10, 2003

Re: Department Lists

The following is a list of departments that exists in the Toronto Plant at the time of negotiations. This list will be used for the purpose of administrating the Collective Agreement and shall not be considered part thereof. The Company may add, delete, or amend the list, as the needs of the business require. Any changes to the list will be communicated to the Unit Chairperson 15 days prior to the implementation. The Unit Chairperson may propose alternatives to the changes which the Company will consider.

Tray Pack Days
Tray Pack Nights
Turkey Days
Turkey Nights
Kill/Evis Days
Kill/Evis Nights
Shipping
Quality Control
Maintenance
Clearview (Cook/Prep)
Whole Bird Days
Whole Bird Nights

Letter of Understanding #11

September 24, 2006

Re: Notification of Policy Changes

The Company agrees that when a policy decision or a change in policy is made by the Company with respect to the operation of the facility, the Union will be informed prior to the policy coming into practice.



Letter of Understanding #12

July 6, 2006

Re: WSIB Meeting Requests

Should either party request a meeting with the WSIB or the Accident and Sickness Insurance Plan provider, which requires the attendance of an employee, who is part of the bargaining unit, the parties agree to notify the other of the meeting schedule at least one week prior to the occurrence.

Should the WSIB or the Accident Sickness Insurance Plan provider request a meeting that requires the attendance of an employee, who is part of the bargaining unit, the company will endeavor to notify the Unit Chair, or designate in advance of the meeting.

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