



Local No. 832

UNION AGREEMENT

Between

United Food & Commercial Workers Union
Local 832, and



SHOULD YOU REQUIRE CLARIFICATION OR FURTHER INFORMATION
ON THE DETAILS CONTAINED IN THIS AGREEMENT,
PLEASE CONTACT YOUR:

SHOP STEWARD, UNION REPRESENTATIVE OR:

THE UNION OFFICE, 1412 PORTAGE AVENUE,
WINNIPEG, MANITOBA R3G 0V5

TELEPHONE - 786-5055

THOMPSON - 778-7108

BRANDON - 727-7131

MAPLE LEAF MEATS (BRANDON)

FROM: JULY 24, 1999

TO: DECEMBER 31, 2006

12261(01)

● President's Message



Dear Member;

The following is the Collective Bargaining Agreement that was negotiated on your behalf. It contains the wages, benefits, vacation pay, and other items that your Union Agreement requires your employer to provide to you.

Please take time to read through this document. It is your "contract" with your employer. Your Shop Steward and full-time Union Representative will work to ensure you receive all of the benefits to which you are entitled, but you should also be familiar enough with the Agreement so that you will recognise a violation if one should occur. If a violation should occur, talk to your Shop Steward or Union Rep immediately.

By ensuring that this Agreement is adhered to, you'll be helping to keep the Agreement, and the Union, strong.

UFCW
Local No. 832

UFCW LOCAL 832

A handwritten signature in black ink, appearing to read 'Bernard Christophe', written over a horizontal line.

Bernard Christophe,
President and
Chief Executive Officer

MAPLE LEAF MEATS INC. (BRANDON)

I N D E X

	<u>ARTICLE</u>	<u>PAGE</u>
Adjustment of Grievances	21	22
Adoption Leave	18.04(b)	20
Allowance, Tool	15.09	18
Appendices, Referral to	31	27
Arbitration	22	23
Bereavement Pay	28	27
Bulletin Boards	23	25
Canadian Commercial Workers Industry Pension Plan	A-3	31
Classification Postings	9	10
Classifications	App "B"	32
Company and Union Cooperation - Shop Stewards	24	25
Company to Act Reasonably	14.04	17
Company to Cooperate with Union Representatives	17.03	19
Consecutive Hours of Work	5.02	2
Dangerous Work Environment	15.06	17
Decision of Arbitrator Final and Binding	22.06	25
Deduction of Union Dues	3	2
Definition of Layoff	8.01	9
Definition of Night Shift	5.11(7)	6
Dental Plan - MFCW	A-2	30
Direct Deposit	25	26
Discharge	20.01	22
Disciplinary Action	20	22
Disciplinary Notices	20.02	22
Duration	33	28
Education and Training Trust Fund	App. "C"	36
Education and Training Trust Fund Referral	29	27
Employment Terminated	7.03	8
Ergonomics	15.12	18
Exhibit One	form	41
Exhibit One Referral	2.03	2
Expenses of Arbitrators	22.09	25

	<u>ARTICLE</u>	<u>PAGE</u>
Expiration and Renewal	33	28
First Aid Available	15.05	17
General Holiday During Scheduled Work Days	5.03	3
General Holiday During Vacation	13.09	15
General Holidays	11	12
General Holidays Paid	11.02	12
Grievance Investigation	24.04	26
Grievance Time Limits	21.05	23
Grievances	21	22
Health and Safety	15	17
Health and Safety Committee	15.02	17
Health and Safety Cooperation	15.12	18
Health and Safety Courses	15.03	17
Health and Safety Seminars	15.03	17
Health and Welfare, Referral to	19	21
Health and Welfare Trust Fund and Benefits	A-1	30
Hospitalization While on Vacation	13.11	15
Hours of Work	5	2
Information Supplied to Union	21.02	22
Injury at Work	12.02	13
Job Rotation Within Categories	10	11
Jury Duty	26	26
Knife Sharpening	15.10	18
Layoff, Definition of	8.01	9
Layoff	8	9
Lead Hand Premium	B-5	35
Leave, Adoption	18.04(b)	20
Leave, Adoption	18.04	20
Leave, Bereavement	28	27
Leave, Jury Duty	26	26
Leave, Maternity	18.04	20
Leave, Parental	18.04(b)	20
Leaves of Absence	18	20
Length of Agreement	33	28
Locker Search	30	27
Management's Rights and Functions	14	16

	<u>ARTICLE</u>	<u>PAGE</u>
Maternity Leave	18.04	20
Meal and Rest Periods - Full-time	5.10	5
Meal and Rest Periods - Part-time	5.11	5
MFCW Dental Plan	A-2	30
MFCW Education and Training Trust Fund	29	27
MFCW Education and Training Trust Fund	C-1	36
Minimum Hours Between Scheduled Shifts	5.05	3
Nature of the Bargaining Unit	1	1
Night Shift Definition	5.11(7)	6
No Discrimination of Union Activities	2.04	2
No Pyramiding of Overtime	6.03	7
No Sexual Harassment	32	27
Notice of Change in Status	7.06	9
Number of Consecutive Days Off Per Week	5.06	3
Overtime	6	7
Parental Leave	18.04(b)	20
Part-time Employees Seniority	7.07	9
Part-time Employees Vacation Pay	13.14	1 6
Part-time Employees' Hours of Work	5.08	3
Pay Period - Direct Deposit	25	26
Pension Plan - CCWIPP	A-3	31
Personal Breaks	5.12	6
Postcard	Exhibit One	41
Posting Work Schedule	5.09	4
Premium for Lead Hand	B-5	35
Presenting Grievances	21.05	23
Probationary Period	4	2
Procedure for Adjustment of Grievances	21.07	23
Protective Clothing	15.08	18
Protective Equipment	15.08	18
Rate of Overtime	6.01	7
Recall From Layoff	8	9
Reduction of Accidents and Injuries	15.12	18
Renewal of the Collective Bargaining Agreement	33.04	28
Reprimands	20	22

	<u>ARTICLE</u>	<u>PAGE</u>
Rest Periods - Full-time Employees	5.10	5
Rest Periods - Part-time Employees	5.11	5
Right to Call-in Part-time Employees	5.09(2)	4
Right to Refuse Dangerous Work	15.06	17
Safety and Health	15	17
Safety and Health Committee	15.02	17
Safety Boots	15.11	18
Scheduling and Posting Work Schedule	5.09	4
Selection of an Arbitrator	22	23
Seniority	7	8
Seniority Broken	7.03	8
Seniority, Definition of	7.01	8
Seniority for Part-time Employees	7.07	9
Seniority List to be Provided to Union	7.02	8
Shop Stewards	24	25
Shop Stewards - Grievance Investigation	24.04	26
Strikes and Lockouts	16	19
Suspension	20.01	22
Time Clocks	5.09(4)	5
Tool Allowance	15.09	18
Trades Apprenticeship Classifications	B-2	34
Union Dues Deduction	3	2
Union Representative's Visits to Plant	17	19
Union Shop	2	1
Union to Appoint Shop Stewards	24.01	25
Vacancies	9	10
Vacation Entitlements For Full-time Employees	13.03	14
Vacation Period	13.07	14
Vacation Scheduling	13.08	15
Vacations Carried Over From Year to Year	13.12	15
Vacations With Pay	13	13
Wage Classification Categories	App"D"	37
Wages	App "B"	32
Wages Referral	12	13
Witness Fees	27	26
Work Schedule Posted	5.09	4
Work Week	5	2

Expiry date: December 31, 2006

AGREEMENT

BETWEEN:

MAPLE LEAF MEATS INC., a body corporate carrying on business in the province of Manitoba (hereinafter referred to as the "Company")

AND

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL No. 832, chartered by the United Food & Commercial Workers International Union (hereinafter referred to as the "Union")

WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and promote efficiency and improved operations;

NOW THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

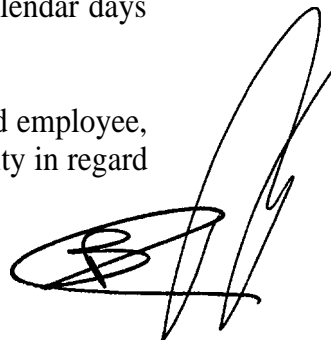
SECTION 1 NATURE OF THE BARGAINING UNIT

1.01 The Company agrees to recognize the Union as the sole agency for the purpose of collective bargaining for all employees, whether full-time or part-time, at its plant located in the City of Brandon, in the Province of Manitoba, save and except working supervisors and those above such rank, security personnel, office and quality control persons, and those excluded by the Act.

SECTION 2 UNION SHOP

2.01 The Company agrees to retain in its employ within the bargaining unit, as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

2.02 The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the employee his responsibility in regard to payment of union dues and initiation fee.

A handwritten signature in black ink, consisting of a large, stylized initial 'B' followed by a long, sweeping flourish that extends upwards and to the right.

2.03 The Company agrees to forward Exhibit One (Postcard) duly completed, as attached to this Agreement, to the Union within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Company.

2.04 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

SECTION 3 DEDUCTION OF UNION DUES

3.01 The Company agrees to deduct from the wages of the employee such union dues and initiation fee as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first paycheque(s) Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) weeks' accounting period and accompanied by a four weeks' or monthly computer magnetic tape of the names, Social Insurance Numbers and plant numbers of the employees for whom deductions were made and the amount of each deduction.

SECTION 4 PROBATIONARY PERIOD

4.01 New employees shall be on probation for a period of twenty-two (22) weeks for full-time employees and nine hundred and eighty (980) hours for part-time employees. The Company, at their discretion, may discharge any probationary employee within the above time limit(s) and said employee shall have no recourse to the Grievance and Arbitration sections of this Agreement.

SECTION 5 HOURS OF WORK

5.01 The normal basic work week for full-time employees shall be forty (40) hours per week, to be worked in five (5) consecutive shifts of eight (8) hours each scheduled by management and/or four (4) consecutive shifts of ten (10) hours each scheduled by management. The Company and the Union agree that in the event of a shortage of hogs, breakdown of machinery, epidemics, circumstances beyond the control of the Company, reconfiguration of equipment, or market conditions, full-time employees may work less than forty (40) hours per week.

5.02 With the exception of the meal and rest periods referred to in section 5.10, a full-time employee's shift for the day shall be comprised of consecutive hours of work.

5.03 For full-time employees who are scheduled five eight-hour shifts in a work week and a General Holiday falls during one of the scheduled work days, and the plant closes on said day, an employee shall work thirty-two (32) hours that week and receive forty (40) hours pay. If a General Holiday falls outside a full-time employee's scheduled work week, such employees shall be paid for all the hours worked in the week of the General Holiday plus eight (8) hours pay for said General Holiday. If two General Holidays fall in the same calendar week, a similar entitlement procedure as above shall apply.

5.04 For employees who are scheduled to work four ten-hour days a week and a General Holiday falls during a scheduled work day, and the plant closes on said day, an employee shall work thirty (30) hours and be paid forty (40) hours for that week. If a full-time employee works a 10-hour 4-day week and the General Holiday does not fall in his scheduled work week, he shall receive an additional eight (8) hours pay for the General Holiday in addition to all the hours worked and paid in the week of the General Holiday. The same procedure shall apply when two (2) General Holidays fall in a calendar week.

5.05 All employees shall have a minimum of twelve (12) hours off between scheduled shifts, except in case of emergency or unless mutually agreeable between the Company and the employees. Emergency shall be defined as any unexpected absence of employees due to illness, injury, mechanical breakdown, or in situations beyond the control of the Company.

5.06 The Company shall grant employees either two (2) consecutive days per week or three (3) consecutive days per week off, consistent with either an eight-hour five-day work week or a ten-hour four-day work week.

5.07 The Company agrees to notify full-time employees, at least one week in advance, or at the commencement of employment, whether they will work an eight-hour five-day work week or a ten-hour four-day work week. The Company's operation shall be a seven-day work week operation, from Sunday to Saturday inclusive. There will be three (3) shifts in a twenty-four (24) hour work day, designated as the Day Shift, Afternoon Shift, or Night Shift.

5.08 Part-time Employees' Hours of Work

The Company may hire up to twenty percent (20%) of the work force as part-time employees. Calculation of the percentage shall take place every four (4) calendar weeks and shall be based on the total number of employees in the bargaining unit, each and every week. If the percentage of part-time employees exceeds twenty (20%) percent in any one week, the number of part-time employees who are in excess of the twenty percent shall be the number used to pay the most senior unskilled part-time employees the full-time unskilled hourly rate of pay for all hours worked by said employees. (i.e. If the Company has 1,000 employees in the bargaining unit and 210 employees in one week were part-time, the 10 most senior unskilled part-time employees will receive the full-time unskilled employee's rate of pay for the number of hours that those ten senior employees worked during any week.)

Part-time employees may be scheduled to work less than forty (40) hours a week, but will not be scheduled to work less than four (4) hours in any one shift when scheduled or called in to work.

5.09 Scheduling and Posting Work Schedule

(1) Scheduling shall be done by the Company for full-time employees by classification within each department and by seniority, and for part-time employees shall be done by department and by seniority. Both full-time and part-time shall be scheduled as indicated above, provided that the employee has the ability to perform the normal functions of the job. The plant shall be divided into the following departments:

- i) Livestock Receiving
- ii) Slaughter
- iii) Recovery
- iv) Primal Break
- v) Boning
- vi) Shipping
- vii) Receiving
- viii) Maintenance.
- ix) Sanitation
- x) Rendering
- xi) Powerhouse.
- xii) Wastewater treatment

The Company has the ability to create additional departments during the life of this collective bargaining agreement for legitimate business reasons, providing it informs the Union of its intention within a reasonable period of time of not less than thirty (30) calendar days before establishing the new department(s).

(2) The Company shall post a work schedule for all employees, either working full-time or part-time, no later than Thursday of each week for the following week. If the schedule is not posted by Thursday at 6:00 p.m., then the schedule already posted shall apply for the following week.

The Company has the right to call in part-time employees not previously scheduled to work if required by the business.

(3) A schedule of employees working full-time may be changed without notice in the event of unscheduled absence of employees or in the event of emergencies, such as snow storm, flood, breakdown of machinery, or other instances of force majeure. In all other cases, except by mutual agreement between the Company and the employee, at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay, at the straight time rate, in lieu of notice.

The foregoing shall not apply to employees other than full-time. Notice to such other employees shall be given as far in advance as possible, by the Company. In the case of a shift cancellation for part-time employees, a minimum of twelve (12) hours' notice shall be given, or four (4) hours additional pay at straight time shall be paid by the Company in lieu of notice, except in the event of an emergency as defined in section 5.05.

(4) Time Clocks

The Company shall provide time clocks to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the Company.

5.10 Meal and Rest Periods: Full-time Employees

A meal period without pay for employees working a daily shift of eight (8) hours shall be thirty (30) minutes' of uninterrupted duration and shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift. Employees working a ten-hour shift shall have one (1) thirty-minute meal period without pay and two (2) fifteen-minute rest periods, and an additional ten (10) minute rest period. (Said 10-minute rest period shall be the last break of the day.) There shall be no exceptions to the meal period.

Times at which such meal periods are taken shall be scheduled by management.

A person working a daily shift of more than five (5) hours, but less than seven (7) hours, shall have one (1) rest period, with pay, and one (1) thirty (30) minute meal period, without pay.

The Company and the Union agree that a rest period scheduled by the Company shall be of fifteen (15) minutes, and ten minutes for the last rest period in the event of a ten-hour shift as indicated above, uninterrupted duration.

If an employee is required to work overtime on the completion of an eight (8) hour or ten (10) hour shift, and if the Company does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

5.11 Meal and Rest Periods: Part-time Employees

(1) A daily shift of four (4) hours and up to and including five (5) hours shall have one (1) rest period with pay.

(2) A person working a daily shift of more than five (5) hours, but less than seven (7) hours, shall have one (1) rest period, with pay, and one (1) thirty (30) minute meal period, without pay.

(3) A person working a daily shift of more than seven (7) hours and up to eight (8) hours shall have one meal period of thirty (30) minutes without pay and two rest periods with pay scheduled approximately in the middle of each period before and after the meal period.

(4) A part-time employee working a ten-hour shift shall have the same meal and rest periods as indicated in 5.10.

(5) If an employee is required to work overtime on the completion of an eight (8) hour shift or ten (10) hour shift, and if the Company does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

(6) The Company and the Union agree that a rest period scheduled by the Company shall be of fifteen (15) minutes', and ten (10) minutes for the last rest period in the event of a ten-hour shift, uninterrupted duration.

(7) Night shift

Night shift shall be defined as a shift where the majority of an employee's scheduled hours fall between 11:00 p.m. and 8:00 a.m. The Company agrees to pay any employee working the Night shift twenty-five cents (**25¢**) per hour in addition to the employee's regular hourly rate of pay, for all regularly scheduled hours worked, not to include overtime.

5.12 Personal Breaks

(a) The Union agrees that except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that rest periods must not be abused.

(b) Employees shall not be disciplined or discharged as a result of authorized usage of time for personal breaks granted by the Company. However as a deterrent to excess usage the following measures will apply:

i) Employees will have the time used on each break deducted from their weekly hours worked. The following subsections (ii), (iii) and (iv) will not apply to employees who for reasons supported by medical documentation show a specific condition to exist which necessitates greater use of the washroom.

ii) Any employee who uses greater than twenty (20) minutes total time per week, in any four (4) weeks in a twelve (12) month period, shall have all subsequent time used on each break deducted from their weekly hours worked at double the rate of use.

iii) Any employee who uses greater than twenty (20) minutes total time per week, in any twelve (12) weeks in a twelve (12) month period, shall have all subsequent time used on each break deducted from their weekly hours worked at triple the rate of use.

iv) If an employee reaches a level as outlined in (ii) or (iii) above, as may be the case, they will be held at that level until they have had twelve (12) clear months without any week being greater than twenty (20) minutes use for personal necessity breaks. In such case the employee will revert to the next previous level of deduction and so on until they are returned to the level of deduction as outlined in subsection (i) above.

SECTION 6 OVERTIME

6.01 The Company agrees to pay an employee time and one half (1 + 1/2) for any time worked after completing either an eight-hour shift, or ten-hour shift for employees who work four ten-hour shifts.

The Company agrees to pay an employee time and one half (1 + 1/2) for any time worked after (s)he has worked forty (40) hours in a week which have been paid at straight time rates. The forty (40) hours referred to above will be reduced as indicated in 5.03 and 5.04.

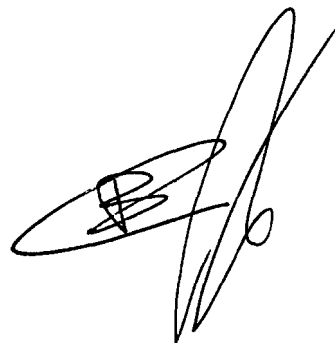
6.02 Overtime shall be by mutual consent and shall be offered to the most senior employee(s) on the shift, in the department, by classification, and thereafter in descending order of seniority, providing the employee has the ability and qualifications to perform the required work.

It is further understood that the efficient operation of the business may require overtime and in this event the most junior employee(s) on the shift in the department, by classification, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work.

Overtime shall be offered first to full-time employees and then to part-time employees, as indicated above. In the event that no full-time employee(s) choose to work overtime, then part-time employee(s) will be required to work overtime prior to full-time employees as indicated above.

In the event that an employee is inadvertently not offered the opportunity to work overtime by seniority as indicated above, and is bypassed, said employee shall be given the first opportunity to work the next overtime regardless of his seniority ranking.

6.03 There shall be no pyramiding of overtime.

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SECTION 7 SENIORITY

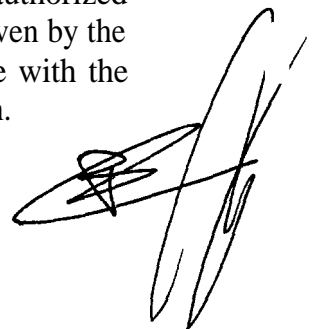
7.01 Seniority is defined as the length of an employee's seniority with the Company from the last date of hire. The date for full-time employees shall be the date of appointment to a full-time position. The Company and the Union agree that if a part-time employee is appointed to a full-time position during his probationary period as indicated in Section 4.01, that employee must still complete his probationary period until he has worked 980 hours including his part-time and full-time hours.

 If employees begin work or are hired on the same date, seniority ranking shall be determined from their date of application to the Company. If the date of application is the same, the ranking shall be established using their birth date, defined for these purposes as the month and day.

7.02 The Company agrees to provide a seniority list to the Union and have same posted on the premises four (4) times a year; namely, January 1, April 1, July 1 and October 1 of each year.

7.03 Seniority shall be considered broken and employment terminated if an employee:

- (1) is duly discharged by the Company and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
- (2) voluntarily quits or resigns;
- (3) has been laid off continuously for a period of more than twelve (12) months or is called back to work after a lay off and does not return to employment within the time as set out in Section 8;
- (4) is absent from work without a written leave of absence for more than three (3) working days, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Company shall be considered a satisfactory reason;
- (5) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Company shall be considered a satisfactory reason.

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- (6) has not worked for a period of two years or longer due to illness or injury, unless by mutual agreement between the Company and the Union that the period should be extended.

7.04 Seniority shall be the governing factor in matters of promotion, lay-off, choice of shift, recall, reduction from full-time to part-time, and choice of vacation schedule, providing the employee has the ability to perform the normal functions of the job requirements.

7.05 In the event an employee's status changes from full-time to part-time either at the direction of or with permission of the Company, his seniority date will be his most recent date of hire.

When an employee's full-time status is changed to part-time status due to circumstances of maintaining an efficient operation it is understood that such employees shall be considered for full-time positions before employees who have requested full-time employment before any posting is made by the Company.

7.06 The Company agrees to give one (1) week's notice prior to changing an employee's status from full-time to a part-time basis.

7.07 Part-time

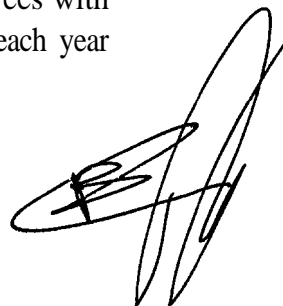
Part-time employees will have seniority only within the part-time seniority list, and full-time employees will have seniority over part-time employees. For scheduling purposes, part-time employees will still be scheduled separately from full-time employees. Said scheduling shall be done by department, by seniority, providing the employee has the ability to perform the normal functions of the job. The Company agrees to schedule part-time employees as indicated above in order that a senior part-time employee, if hours are available when scheduling a week, may be scheduled up to forty (40) hours.

SECTION 8 LAY-OFF AND RECALL FROM LAY-OFF

8.01 Lay-off Notice / Definition

(a) A lay-off, for the purpose of this section, shall be defined as a lay-off of seven (7) consecutive calendar days or longer.

(b) In the case of lay-off of employees with less than six (6) months of seniority, the Company agrees that two (2) working days notice shall be given. For employees with six months or more of service, notice in writing of two (2) working days shall be given for each year of service, up to a maximum of five (5) working days.



8.02 Lay-offs and recall to employment shall be based on seniority, i.e., the last hired employee shall be the first laid-off, and the last laid-off shall be the first recalled, provided the senior employee is able to perform the normal functions of the job, or can qualify reasonably quickly. Those given such opportunity to qualify must within one (1) week demonstrate ability to perform the assigned classification satisfactorily.

Part-time employees shall be laid off prior to full-time employees on the criteria set out above.

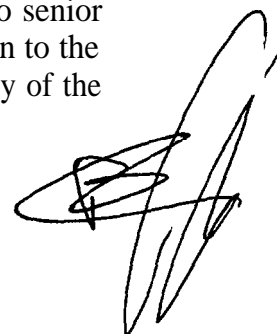
Full-time employees shall be recalled prior to part-time employees on the criteria set out above.

8.03 In the event that a full-time employee is laid off due to reduction of business, said employee would be entitled to displace the most junior full-time employee in another department within his classification, and be given an opportunity to demonstrate his ability to perform the normal functions of the job within one week, except in the event of permanent closure of a department or a job becoming redundant, in which case this period of time shall be up to ten (10) working days. When a junior full-time employee is displaced by another senior employee as indicated above, he shall be offered the opportunity to remain part-time in his classification in another department, by displacing the most junior employee, or by displacing the most junior part-time employee, or displacing the most junior full-time employee in a lower rate of pay classification, or be laid off if the employee so chooses.

8.04 Any employee who has been notified at his or her last known address to return to work, and within five (5) calendar days has failed to do so without reasonable excuse, shall be considered to have quit his or her employment voluntarily and his or her existing seniority rights shall be therefore terminated. When such notice is sent to any employee, a copy thereof shall be sent concurrently to the Union.

SECTION 9 VACANCIES / CLASSIFICATION POSTINGS

9.01 New classifications and permanent vacancies in existing classifications shall be posted on the bulletin board for three (3) working days within seven (7) working days from the new classification(s) or the vacancy(ies) being created. The classification(s) / vacancy(ies) shall be awarded within fifteen (15) calendar days from the end of the three (3) day posting, provided the remaining employees can satisfactorily and efficiently perform the work required, but in any event, the job shall be awarded within forty-five (45) calendar days. Vacancies occurring as a result of filling a temporary position will be filled by Management, by giving an opportunity to senior qualified employees to fill the job vacancy. Interested employees shall make application to the working supervisors and sign the posting notice. The Union Steward shall receive a copy of the listed applications.



Successful applicants under this provision may not apply for a further job posting until they have worked nine (9) months in the position. Successful applicants for a temporary vacancy must remain in that position until the incumbent returns to work, or may be released earlier if the Company approves.

Employees who are on workers compensation or weekly indemnity for more than one month, or vacation shall be bypassed when granting the bid position.

9.02 In order to qualify as indicated in this section, an employee must have the ability to regularly perform the normal functions of the job after a reasonable training period. Management shall initially have the right to determine if the employee is qualified. If a dispute arises on the qualifications, the grievance and arbitration section(s) will apply.

If the employee selected has performed the said job in a classification within the last two (2) years, there will not be a need for a trial period for that particular employee in that particular position, providing the job or classification content has not substantially changed.

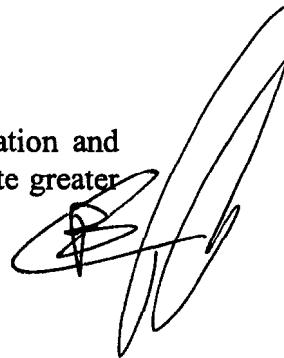
9.03 Employees hired for Sanitation will not be eligible to apply for classification postings until they have worked nine (9) months in the Sanitation Department.

9.04 A part-time employee may become a full-time employee when either of the following circumstances arise:

- (a) a part-time employee successfully bids for a full-time position and is awarded the position as per 9.01 above; (the Company and the Union agree that full-time employees shall be given preference over part-time employees when full-time positions are available.) or
- (b) a part-time employee has worked the same number of hours as a full-time employee over a three (3) calendar month period. They shall then be deemed to be a full-time employee and shall receive pay and benefits according to the full-time employee's classification in the collective bargaining agreement. The exception to this rule shall be when a part-time employee is specifically informed that he is replacing an employee for vacation purposes, leave of absence, illness or injury, or workers compensation for a period not exceeding six (6) calendar months.

SECTION 10 JOB ROTATION WITHIN CATEGORIES

10.01 The Company will identify the positions within each classification and employees will be allowed to rotate jobs within their classifications in order to promote greater



productivity, safety on the job, and job satisfaction. The Company agrees to consult with the affected employees to determine job rotation based on the principle that there is no job ownership, The length of time or duration shall be determined by the Company, consistent with the objectives of the rotation system.

SECTION 11 GENERAL HOLIDAYS

11.01 The following days shall be considered as General Holidays. An employee’s pay for a General Holiday shall be as set out in subsections 11.03 and 11.04 below:

- | | |
|----------------|------------------|
| New Year’s Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Civic Holiday | Boxing Day. |

11.02 In order for a full-time or part-time employee to receive pay for a General Holiday, he must:

- (1) not have been voluntarily absent from work on the scheduled work day prior to or following such holiday;
- (2) have worked his full, regular designated weekly hours for the week in which holidays, a holiday, or portion of a holiday occur, except for bona-fide illness.

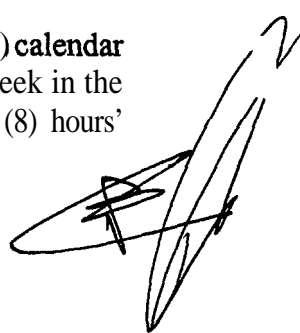
Any employee on leave of absence (except employees disentitled for General Holiday pay as set out in the following paragraph) granted by the Company, at the request of the employee, shall not qualify for a General Holiday with pay if he is absent on both his last scheduled work day prior to, and his first scheduled work day following the General Holiday.

Any employee receiving a payment for a General Holiday under Weekly Indemnity benefits or Workers Compensation, or sick days, or who has been laid off, or has requested time off without pay for vacation purposes, shall not be entitled to General Holiday pay.

11.03 Eligible full-time employees shall suffer no reduction in their pay for a General Holiday as set out in 11 .01 above, and shall be paid as indicated in 5.03 and 5.04 of this agreement.

11.04 Eligible part-time employees shall be compensated as follows:

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



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

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

SECTION 12 WAGES

12.01 The minimum hourly rates of wages for all employees coming under this Agreement shall be as set out in Appendix "B" of this Agreement. The rates of pay provided in Appendix "B" are minimum rates and apply to the job classifications. The Company reserves the right to pay employees within a job classification higher than the classification rate.

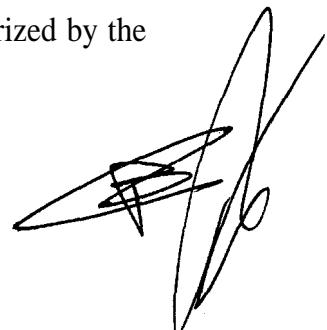
12.02 Injury at Work

An employee injured while working in the plant shall suffer no loss of earnings for the hours he or she would have normally worked but were lost on the day in which the accident occurred. Employees will be required to provide written confirmation from the attending physician of treatment and inability to return to the workplace for the balance of the shift if requested by management.

SECTION 13 VACATIONS WITH PAY

13.01 Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set forth below, are that they have worked for the Company not less than ninety-five per cent (95%) of the regular, full-time hours during a continuous twelve (12) month period, but time for absence from work not to include:

- (1) the period of vacation;
- (2) the aggregate of periods not exceeding thirty (30) working days in all, comprising:
 - (i) time during which the employee has been authorized by the Company to be absent from work;



- (ii) time in respect of which the employee files with the Company a certificate, signed by a duly qualified medical practitioner, that he was unfit to work during that time, by reason of his illness or injury.

Where a full-time employee does not qualify for vacation with pay as outlined above he shall receive vacation pay calculated at two per cent (2%) of his total wages earned for each week of vacation entitlement, for which no vacation allowance has been paid.

13.02 Full-time employees with less than one (1) year's full-time seniority by April 1st will receive an amount equal to four per cent (4%) of their total wages earned during the period of employment, for which no vacation allowance has been paid, up to April 1st. Such employee(s) shall be allowed time off for vacation purposes, without pay, up to two (2) consecutive weeks outside the period of April 1st to September 30th, inclusive, unless otherwise mutually agreed to between the employee and the Company.

13.03 Vacation entitlement for full-time employees based on years of full-time seniority, except as defined in 13.19 below, will be as follows (with the exception of part-time employees going to full-time who shall be credited with one year of seniority for vacation purposes only, equalling 2000 hours worked or paid):

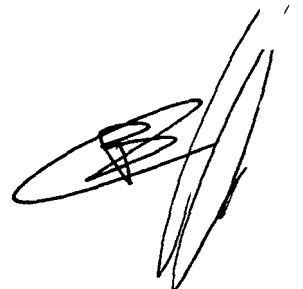
one (1) or more years by April 1st - two (2) weeks' vacation with pay;
five (5) or more years by April 1st - three (3) weeks' vacation with pay;
ten (10) or more years by April 1st - four (4) weeks' vacation with pay.

13.04 Employees with five (5) years of employment in the past ten (10) years, upon completion of one (1) year of full-time seniority from their most recent full-time employment date, shall be entitled to three (3) weeks' vacation with pay.

13.05 Full-time employees shall be granted a minimum of two (2) consecutive weeks' vacation with pay during the months of April 1st to September 30th, except as indicated in 13.06 and 13.07, or unless otherwise mutually agreed to between the employee and the Company.

13.06 Full-time employees entitled to three (3), or four (4) weeks vacation with pay shall be granted said vacations consecutively, except during the months of June, July, August, September and December, unless otherwise mutually agreed to between the employee and the Company.

13.07 The vacation period shall be from April 1 to March 31, for all employees, unless otherwise mutually agreed between the employee and the Company.



13.08 Vacation Scheduling

Vacations may be granted at any time throughout the calendar year, subject to the demands of the business and up to a maximum of ten percent (10%) of the employees in any department will be allowed vacation at the same time. Beginning January 1st of each year, in each department, the Company through its working supervisor, shall ask each employee in each department their vacation preference for the first and second week of vacation entitlement, in order of seniority. Employees will also indicate their preference for any remaining weeks of vacation entitlement, one week at a time, in order of seniority. This process shall be completed no later than March 31st of that year. The working supervisor and the Company, consistent with the above and the seniority provisions of the collective bargaining agreement, shall then post the approved vacation schedule no later than April 1st. Said approved vacation schedule shall not be changed unless mutually agreed between the employee and the Company. The Company will make a sincere effort to grant vacation time as requested by the employee.

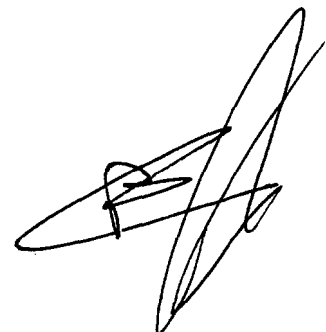
13.09 When a General Holiday occurs during a full-time employee's vacation period, an extra day's vacation shall be granted if the holiday is one which the employee would have received had he been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra eight-hour day's pay shall be given in lieu of an extra day's vacation.

13.10 A full-time employee's approved scheduled vacation dates will not be changed by the Company without two (2) weeks' prior notice and in no event will they be changed if the employee produces evidence of a financial commitment for vacation purposes which cannot be refunded.

13.11 If a full-time employee is ordered by a physician to be confined to his home or in the hospital due to serious illness (not to include day surgery) or injury while on vacation, the employee may request that the balance of his vacation be rescheduled following the employee's return to work but at a time outside the vacation period from April 1 to September 30.

13.12 Full-time vacation entitlement must be taken from April 1st to March 31st to coincide with the eligibility date of April 1st and shall not be carried over from year to year beyond March 31st, unless by mutual agreement, and if that is not possible, the Company shall pay out vacation owing within thirty (30) calendar days of March 31st.

13.13 Full-time employees who work less than one (1) year and whose employment is terminated, shall receive vacation pay calculated at four (4%) per cent of their total wages earned for the period of time for which they have not received any vacation pay.

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Part-time

13.14 Part-time employees will receive vacation pay allowance based on their previous year's total wages earned January 1st to December 31st, and same shall be paid during the month of April of each year. Entitlement will be based on years of seniority with the Company to December 31st of each year as outlined below:

- less than five (5) years - 4%
- five (5) years but less than ten (10) - 6%
- ten (10) years and more - 8%

13.15 Employees with five (5) or more years of employment in the last ten (10) years shall receive six (6%) per cent of their total wages earned for the vacation period for which they have not received any vacation pay.

13.16 Upon written request of the employee, the Company agrees to grant time off for vacation purposes without pay, based on the full-time employees' schedule for the vacation entitlement for number of weeks entitlement only. Two (2) consecutive weeks shall be granted during the months of April, May, June, July, August, or September, the balance to be granted by the Company in any other month, unless otherwise mutually agreed to between the Company and the employee.

General

13.17 The words "total wages earned", wherever stated in this Section, shall be as defined in the Vacations With Pay Act of the Province of Manitoba.

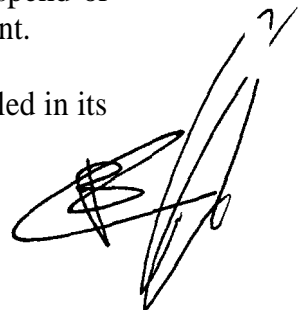
13.18 The Company reserves the right to determine the vacation period for each employee, subject to the seniority provisions of this Agreement.

13.19 For the purpose of vacation entitlement in Section 13, years of seniority as indicated above shall not include periods of time when an employee has been laid off

SECTION 14 MANAGEMENT'S RIGHTS AND FUNCTIONS

14.01 The management of the Company and the direction of the working force, including the right to plan, direct and control plant operations, to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations; to hire; lay off or assign employees' working hours; promote; demote, discipline, suspend or discharge employees for just cause, are to be the sole right and function of the management.

14.02 The Company shall be the sole judge as to the products to be handled in its plant.



14.03 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

14.04 In administering this Agreement, the Company shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

SECTION 15 HEALTH AND SAFETY

15.01 The Company and the Union shall make every reasonable provision for the safety and health of the employees during the hours of their employment.

15.02 Health and Safety Committee

The Company and the Union agree to set up a Safety Committee of four (4) members with equal representation from both parties, and, in addition, add another one (1) committee member for each side for each additional five hundred (500) employees in the bargaining unit. The functions of this committee are to see that safe working conditions for all employees are maintained. Meetings of the Safety Committee shall be held monthly during regular working hours. Whenever possible, such meetings will be held in the third week of each month. Upon management approval all time spent investigating health and safety issues and attending health and safety meetings shall be paid time.

15.03 The Company agrees to pay for members of the Safety Committee to attend seminars, courses, or conferences up to sixteen (16) hours per committee person per year. The time and scheduling for this time off is to be mutually agreed upon between the Company and the Union.

15.04 No employee shall be sent from one extreme working condition to another in the same day, such as from a killing floor to a freezer or cooler without a minimum of ten (10) minutes as a cooling off period.

15.05 First aid shall be available for workers on ***all shifts.***

15.06 Right to Refuse Dangerous Work

In situations where an employee has reasonable grounds to believe and does believe that the particular work is dangerous to his or her safety or health the employee shall first report his or her concerns to his or her immediate supervisor. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous to his or her safety or health the employee shall be entitled to refuse to perform that particular work until such time that a person from the appropriate government agency has come to the Company's operation to inspect the particular work firsthand. During this time period the employee may be assigned to alternative

duties that may be available within the plant. Payment for the above noted time period will not be made if the employee refuses to perform alternative duties.

15.07 Protective devices and other equipment not indicated in 15.08 deemed necessary to properly protect employees from injury shall be provided by the Company.

15.08 Protective Clothing / Equipment

Laundered cooler coats, pants (shirts as required), aprons, rubber footwear, wetwear, "mousetraps", knives, steels, scabbards, safety head gear, mesh gloves, rubber gloves, hair nets, cotton gloves, and freezer jackets required for work shall be supplied, and replacements shall be supplied as authorized by Supervision as needed. The supply of equipment or replacement of equipment as indicated above shall be at no cost to the employee(s).

15.09 Tools

Employees must supply their own tools. The Company agrees to give each employee required to use their own tools a tool allowance of One Hundred Dollars (\$100.00) every six (6) months, based on their date of hire.

15.10 Knife Sharpening

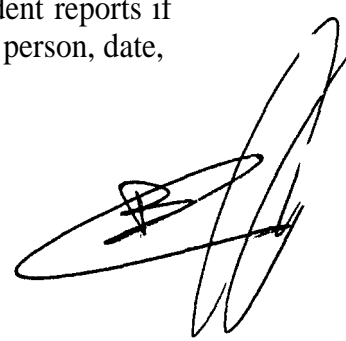
If the Company does not designate an employee to be a knife sharpener on a shift, the Company agrees to provide sufficient time off, with pay, during the shift for knife sharpening purposes.

15.11 Safety Boots

The Company will reimburse up to Fifty-Five (\$55 .00) Dollars per year, on the employee's anniversary date of hire (with the exception that \$55.00 shall be paid one time only after six (6) calendar months of employment) toward the cost of safety boots (and earlier due to normal wear and tear and for the Maintenance Department, with approval of the Supervisor).

15.12 Health and Safety cooperation / reduction of accidents & injuries / ergonomics

The Company and the Union agree to cooperate with the Joint Health & Safety Committee to identify and keep track of injuries occurring in the plant with a view to jointly working towards the elimination of all accidents in the workplace. In order to accomplish and work toward this goal, the company agrees to give copies of all green cards (and/or accident reports if green cards are not available), describing the nature of the injury and the name of the person, date, time, place, etc.



This information shall be given monthly to the Health & Safety Committee, who shall be provided a mutually agreeable time between the Company and the Health & Safety Committee during working hours for the purpose of further investigation or discussion with injured employees, or observe working conditions, and bring the result of their investigation, if warranted, back to Management, with recommendation for proposed changes.

The Company agrees to consider these proposed changes and bring in their experts as required to meet with the Plant Health & Safety Committee to assist in eliminating accidents, proposing ergonomic changes, which the Company may implement.

The Committee, at all times, will encourage employees to work in a safe and productive manner.

SECTION 16 STRIKES AND LOCKOUTS

16.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

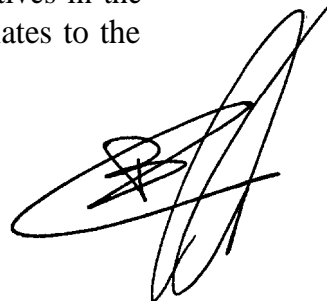
SECTION 17 UNION REPRESENTATIVE'S VISITS TO PLANT

17.01 Duly authorized full-time Representatives of the Union shall be entitled to visit the plant for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

17.02 The interview of an employee by a Union Representative shall be permitted after notifying the Supervisor, and shall be:

- (1) carried on in a place in the plant designated by management;
- (2) held whenever possible during the meal period. However, if this is not practical,
- (3) during regular working hours. Time taken for such interview in excess of fifteen (15) minutes shall not be on Company time unless with the approval of management.

17.03 The Company agrees to co-operate with the Union Representatives in the discharge of their duties and provide them with the necessary information as it relates to the collective bargaining agreement.

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SECTION 18 LEAVES OF ABSENCE

18.01 Shop Stewards, as set out in Section 24, shall be granted time off without pay to attend Union business, up to five (5) days per year, providing the Company is given two (2) weeks prior notice of such request.

18.02 Any employee with two (2) years' or more seniority may request a leave of absence of up to four (4) weeks. The request shall be made in writing, giving full details, and same shall be considered by management on an individual basis. The granting of such requests shall not be unreasonably withheld by the Company.

18.03 Upon two (2) weeks' prior notice in writing from the Union, the Company agrees to grant a leave of absence of up to one (1) year to one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits, except that seniority shall continue to accumulate to a maximum of one calendar year. The Union agrees to notify the Company at least two (2) weeks in advance of the employee's return to work for the Company.

18.04 (A) Maternity Leave / Parental Leave / Including Adoption Leave

A female employee shall be granted a maternity leave of absence by the Company; said employee shall be re-employed by the Company after the birth, providing she returns to work within seventeen (17) weeks unless she is entitled to and so chooses to take parental leave immediately following her maternity leave. The employee must make application, in writing, within eight (8) weeks after the birth, and give the Company a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Company with a doctor's certificate, certifying her to be medically fit to work. In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

18.04 (B) Parental Leave / Adoption Leave

1) Entitlements

Every employee who has been in the employ of the Company for 12 months **and**

- (a) who,
- i) in the case of a female employee, becomes the natural mother of a child,
 - ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or

- iii) adopts a child under the law of a province; and
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to and shall be granted parental leave, consisting of a continuous period of up to seventeen (17) weeks.

(2) Commencement of Leave

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

(3) Late Application for Parental Leave

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

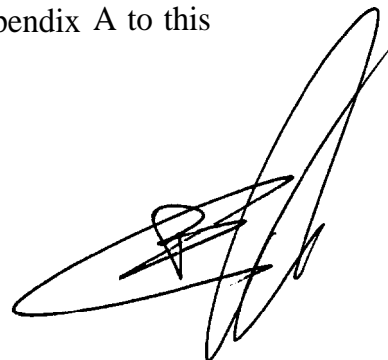
(4) Reinstatement of Employee

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

SECTION 19 HEALTH AND WELFARE

19.01
agreement.

Health and Welfare benefits shall be as contained in Appendix A to this

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SECTION 20 REPRIMANDS

20.01 When an employee in the bargaining unit is subjected to a disciplinary interview (where the Company intends to discipline the employee, such as to be given a written reprimand, suspension, or discharge), said employee shall have a Shop Steward present, or, in the absence of a Shop Steward, an employee from his plant, in the bargaining unit, of the employee's own choice, from the commencement of the interview.

20.02 A copy of such disciplinary notice shall be given to a Shop Steward in the plant or be mailed or faxed to the Union office. If a Shop Steward or member is not present as required, or a copy of disciplinary notice is not given to the Shop Steward in the plant, or mailed or faxed to the Union office, the resulting discipline shall not be valid and may not be utilized by the Company. Representation shall not be required in the case of probationary employees or in the event of a suspension pending investigation where no disciplinary interview is held.

20.03 The employee will be given a copy of such reprimand which is to be entered on the employee's personnel file. In unusual circumstances, where it is necessary for the Company to advise an employee by mail of discharge, the Union office will be mailed a copy of such notice by registered mail or transmitted to the Union office by facsimile.

SECTION 21 ADJUSTMENT OF GRIEVANCES

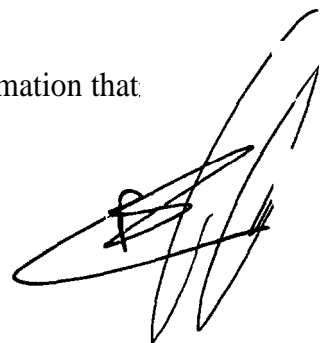
21.01 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

21.02 Information

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Company agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his proper rate of pay.

21.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the Company shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the Grievance Procedure shall apply.

21.04 The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.



21.05 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, or within ten (10) working days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

21.06 All grievances shall be submitted in writing.

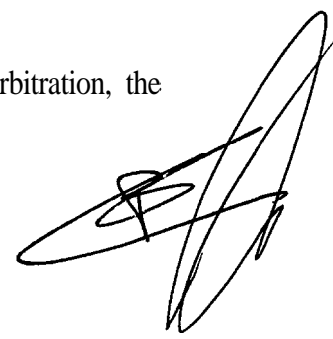
21.07 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

- (1) by a discussion between the employee and the Union Representative, or the employee's immediate superior.
 - (a) When an employee takes a grievance to the Union Representative, Step One of the Grievance Procedure shall be considered complied with, providing the Union Representative files the grievance in writing with the Plant Manager or his designate. The Plant Manager or his designate shall reply to the grievance in writing within five (5) calendar days to the Union. After five (5) calendar days, the Union Representative may proceed to Step Two.
 - (b) If an employee takes a grievance to his immediate superior and a satisfactory settlement has not been reached within five (5) calendar days, then:
- (2) The Union Representative or his designate may take the matter up with the Company Official designated by the Company to handle labour relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

21.08 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the **final**, written decision from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Section 22.

SECTION 22 SELECTION OF AN ARBITRATOR

22.01 After one of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in section 22.02.



In the interest of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. During the life to this collective bargaining agreement, the parties may mutually agree to a list of mediators other than the mediators provided from the Province of Manitoba Conciliation Services.

22.02 A grievance shall be referred to the single Arbitrator as indicated below according to the date of the grievance to the following panel of individuals:

- (1) Mr. Martin Freedman;
- (2) Mr. Paul Teskey;
- (3) William Hamilton;

commencing with the name following the name of the last Arbitrator, and commencing again at the beginning of the panel after coming to the end of the panel. For the purpose of such allocation a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If in any case the Arbitrator allotted is unwilling or unable to act, the individual whose name follows his in the panel shall be submitted as the Arbitrator.

22.03 Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond, the thirty calendar day or ninety calendar day requirement, or in the event that none of the six arbitrators listed above are available to meet within the 30 calendar day requirement or 90 calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the 30-calendar day requirement, or 90-calendar day requirement, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to him or her other than suspensions or terminations.

22.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he deems essential to a full understanding and determination of the issues involved. In reaching his or her decision, the Arbitrator shall be governed by the provisions of this Agreement.

22.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Company's action, or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way it deems advisable.

22.06 The decision of the Arbitrator shall be final and binding upon all parties concerned.

22.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in Section 22.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

22.08 It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of Section 21 of this Agreement.

22.09 The expense and fee of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

SECTION 23 BULLETIN BOARDS

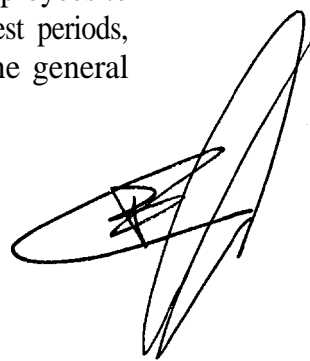
23.01 The Company agrees that during the term of this Agreement, it will allow the Union to install its own Union bulletin board in locations throughout the plant as mutually agreed between the Company and the Union. The purpose shall be to post notices directly related to the employees and any notice other than routine notices must first receive approval of management.

SECTION 24 COMPANY AND UNION CO-OPERATION - SHOP STEWARDS

24.01 The Company recognizes the right of the Union to appoint one (1) Chief Shop Steward and one (1) Assistant Chief Shop Steward for the plant and one (1) Shop Steward per department and one Shop Steward per shift.

24.02 The Union shall inform the Company, in writing, of the names of their Shop Stewards or any changes.

24.03 The Plant Manager or working supervisor shall introduce new employees to the Union Steward in the Department, who will then arrange time, either during meal or rest periods, to meet with the new employees for the purpose of informing the employees of the general conditions and responsibilities with respect to the collective bargaining agreement.



24.04 Grievance Investigation

The Union Chief Shop Steward, or in his absence the Assistant Chief Shop Steward, shall be allowed time off with pay, during regular working hours, for the purpose of investigating any grievances. The Chief Shop Steward, or Assistant Chief Shop Steward, requesting time off the job to investigate grievances must make their request through their working supervisor. Within one (1) hour of such request the Steward will be released providing the efficiency of the operation will not be affected.

SECTION 25 PAY PERIOD - DIRECT DEPOSIT

25.01 The Company agrees to a bi-weekly pay period for all employees covered in the bargaining unit. The Company shall pay by direct deposit to the employee's account in a financial institution of the employee's own choice . The Company shall give a pay stub breakdown of said bi-weekly payment to the employees at the plant or by mail in the event the employee is not at work.

SECTION 26 JURY DUTY

26.01 Full-time employees, and part-time employees averaging twenty (20) hours or more per week in the four (4) preceding weeks, summoned to jury duty, shall be paid wages amounting to the difference between the amount paid them for jury duty and the amount they would have earned had they worked on such days to the maximum of eight (8) hours per day or forty (40) hours per week. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off.

SECTION 27 WITNESS FEES

27.01 Employees required to appear in Court as a witness on behalf of the Company or the Crown will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days to a maximum of eight (8) hours per day and forty (40) hours per week.

27.02 Employees appearing as a witness on behalf of the **Company on their day off** will be paid a minimum of four (4) hours or the amount they would have **earned had they worked** on such day, as above. This compensation shall be paid at the **employee's straight time hourly rate** and shall not be considered as payment for time worked.

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SECTION 28 BEREAVEMENT PAY

28.01 Full-time and part-time employees averaging twenty-four (24) hours or more per week in the four (4) weeks preceding the bereavement, may be granted time off from work, with pay, of three (3) consecutive work days, in the event of death in the immediate family, if the employee attends the funeral. The term "immediate family" shall mean spouse or common-law spouse, parent or step-parent, child or step-child, brother or sister, mother- or father-in-law, sister- or brother-in-law and grandparents.

28.02 Part-time employees averaging less than twenty-four (24) hours per week, may be granted the necessary time off, up to one (1) day, without loss of pay, to attend the funeral in the event of death in the immediate family.

SECTION 29 MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832, EDUCATION AND TRAINING TRUST FUND

29.01 The Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund shall be as indicated in Appendix "C" of this Agreement.

SECTION 30 LOCKER SEARCH

30.01 To the extent that lockers are currently provided to employees, it is understood between the parties that such lockers may only be entered in one of the two following circumstances:

- (1) (a) in the presence of the employee, or
 - (b) if requested by the employee, in the presence of a Shop Steward;
- (2) in the presence of a Police Officer.

SECTION 31 APPENDICES

31.01 All Appendices attached to this collective bargaining agreement shall be deemed to be part of the collective bargaining agreement between the parties.

SECTION 32 NO SEXUAL HARASSMENT

32.01 The Company and the Union agree that the plant should be free of sexual harassment and the Company and the Union agree to co-operate with each other in preventing and eliminating sexual harassment.

SECTION 33 EXPIRATION AND RENEWAL

33.01 This Agreement shall be effective from date of Union ratification, and shall remain in effect until December 31, 2006, and shall be renewed thereafter for another three (3) years at the request of either party, such request to be made not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter, when either party may give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

On the expiry date of this Agreement, as indicated above, if negotiations have not been completed, the Company and the Union agree that this Agreement will be extended automatically until:

- (1) an Agreement is reached between the parties hereto;
- (2) a strike is declared by the Union by giving the Company seven (7) calendar days' notice in writing of its intention to declare a strike, or
- (3) a lock-out is declared by the Company by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lock-out.

33.02 All revisions desired by either party to this Agreement shall be submitted in writing within ten (10) days of the giving of such notice.

33.03 When the required notice of termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

33.04 The parties agree that the negotiations for the renewal of the collective bargaining agreement for the three-year terms beginning January 1, 2007, and notice thereof is hereby given to either party.

a) The parties shall, within ninety (90) calendar days before January 1, 2007, exchange in writing proposed changes to the collective bargaining agreement.

b) The parties shall meet with a view to negotiate amendments to said collective bargaining agreement.

c) If an agreement cannot be reached on all outstanding issues, at the request of either party, the matter shall be turned over to an arbitrator to resolve the outstanding issues ~~between~~ the parties.

d) The parties agree to be bound by the decision of the arbitrator. The arbitrator shall not be vested with any authority to change any of the wording contained in sections 1,4,5,7, 8,9,10,18,33.

e) The process and procedure of presenting the outstanding issues to the arbitrator shall be left to the discretion of the arbitrator.

f) The arbitrator agrees to render his decision within sixty (60) calendar days of the termination of any procedure or hearings that the arbitrator may have chosen.

The parties agree that they will have the choice of either having arbitrator Vince Ready to be the arbitrator in this instance, or to choose another arbitrator by mutual agreement within thirty (30) calendar days of reaching an impasse or if no agreement can be reached on the selection of an arbitrator, an arbitrator shall be appointed at the request of either party by the Chairperson of the Manitoba Labour Board.

IN WITNESS WHEREOF, THE PARTIES HERETO **HAVE DULY EXECUTED THIS AGREEMENT.**

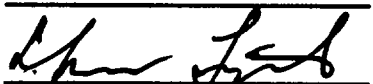
SIGNED THIS 9th day of

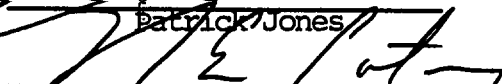
~~September~~
July 1993

1993

FOR THE UNION:

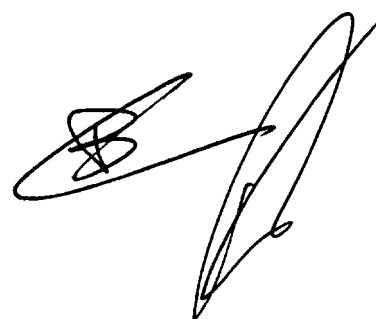
FOR THE COMPANY:


Cyrus Lister


Patrick Jones


Bernard Christophe


Norm Courtney



APPENDIX "A"

HEALTH AND WELFARE
DENTAL PLAN
PENSION PLAN

A-1 HEALTH AND WELFARE TRUST FUND AND BENEFITS

The Company agrees to have a Health and Welfare Trust Fund for all employees covered in the bargaining unit. The Company shall finance such fund by paying sixty (60) cents per hour for all hours worked and paid in the bargaining unit for the same hours that are paid for pension and dental contributions. The Company shall appoint two (2) trustees and the Union shall appoint two (2) trustees. The first task of the trustees shall be to draw up a Trust Agreement which shall be accomplished within thirty (30) calendar days from the date of ratification of the collective bargaining agreement, unless a longer period of time is mutually agreed by the parties. A Plan text shall also be established by the trustees within a further sixty (60) calendar days unless a longer period of time is mutually agreed by the trustees. The trustees may hire any consultants that may be deemed appropriate for the finalization of these documents, and / or administration of the Fund. The purpose of the Trust Fund shall be to establish life insurance, health and welfare supplementary benefits, weekly indemnity, long term disability, sick days with pay, etc. as decided by the trustees. The trustees shall have the authority to decide if and when one or more of those benefits shall be implemented, consistent with the financial ability of the Trust Fund to provide for those benefits.

In the event the Trustees are unable to reach a decision on the content of the Trust Agreement or the Plan Text, the matter may be referred to arbitration by either party, as contained in the arbitration section of this agreement.

A-2 MANITOBA FOOD & COMMERCIAL WORKERS DENTAL PLAN

A-2.01 The Company agrees to make a direct contribution to the "Manitoba Food & Commercial Workers Dental Plan" of thirty-one cents (31 ¢) effective on date of Union ratification, and if required to maintain the current fee schedule as determined by the Actuary of the Plan, additional cents per hour as follows:

1 ¢ per hour effective January 1, 2001,
1 ¢ per hour effective January 1, 2002,
1 ¢ per hour effective January 1, 2003,
1 ¢ per hour effective January 1, 2004,
1 ¢ per hour effective January 1, 2005,
1 ¢ per hour effective January 1, 2006,

for straight time hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under Section 13, and General Holidays, to the maximum of forty (40) hours per week and two thousand (2,000) hours per calendar year per employee in respect to all employees in the bargaining unit.

A-2.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

A-2.03 It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

A-3 PENSION PLAN

A-3.01 The Company agrees to contribute to the "Canadian Commercial Workers Industry Pension Plan" the sum of forty (40¢) cents for all straight time hours paid, sick pay (not including Weekly Indemnity), full-time employee's vacation as entitled under section 13, and General Holidays, for all employees in the bargaining unit and for all probationary employees, to the maximum of forty (40) hours per week and two thousand (2,000) hours per calendar year per employee.

A-3.02 Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above A-3 .01, shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

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Effective December 3 1,2003

	Unskilled Part-time	Unskilled Full-time	Semi Skilled F.T. & P.T.	Skilled F.T. & P.T.	Trades F.T. & P.T	Trades without license FT & PT	Trades with license FT & PT
Start rate	7.10	8.85	9.85	11.60	15.35		
6 mos	7.60	9.35	10.35	12.10	15.85		
12 mos	8.10	<u>9.85</u>	10.85	12.60	16.35	18.35	21.10

Effective December 31, 2004

	Unskilled Part-time	Unskilled Full-time	Semi Skilled F.T. & P.T.	Skilled F.T. & P.T.	Trades F.T. & P.T.	Trades without license FT & PT	Trades with license FT & PT
Start rate	7.30	9.05	10.05	11.80	15.55		
6 mos	7.80	9.55	10.55	12.30	16.05		
12 mos	8.30	<u>10.05</u>	11.05	12.80	16.55	18.55	21.30

Effective December 31, 2005

	Unskilled Part-time	Unskilled Full-time	Semi Skilled F.T. & P.T.	Skilled F.T. & P.T.	Trades F.T. & P.T.	Trades without license FT & PT	Trades with license FT & PT
Start rate	7.50	9.25	10.25	12.00	15.75		
6 mos	8.00	9.75	10.75	12.50	16.25		
12 mos	8.50	<u>10.25</u>	11.25	13.00	16.75	18.75	21.50

Effective December 31, 2006

	Unskilled Part-time	Unskilled Full-time	Semi Skilled F.T. & P.T.	Skilled F.T. & P.T.	Trades F.T. & P.T.	Trades without license FT & PT	Trades with license FT & PT
Start rate	7.70	9.45	10.45	12.20	15.95		
6 mos	8.20	9.95	10.95	12.70	16.45		
12 mos	8.70	<u>10.45</u>	11.45	13.20	16.95	18.95	21.70

F.T. = full-time

P.T. = part-time

APPENDIX "B"

WAGES / CLASSIFICATIONS

B-1

Effective on date of ratification

	Unskilled Part-time	Unskilled Full-time	Semi Skilled F.T. & P.T.	Skilled F.T. & P.T.	Trades F.T. & P.T.	Trades without license FT & PT	Trades with license FT & PT
Start rate	6.50	8.25	9.25	11.00	14.75		
6 mos.	7.00	8.75	9.75	11.50	15.25		
12 mos.	7.50	9.25 BR	10.25	12.00	15.75	17.75	20.50


Effective on December 31, 2001

	Unskilled Part-time	Unskilled Full-time	Semi Skilled F.T. & P.T.	Skilled F.T. & P.T.	Trades F.T. & P.T.	Trades without license FT & PT	Trades with license FT & PT
Start rate	6.70	8.45	9.45	11.20	14.95		
6 mos	7.20	8.95	9.95	11.70	15.45		
12 mos	7.70	9.45	10.45	12.20	15.95	17.95	20.70

Effective on December 31, 2002

	Unskilled Part-time	Unskilled Full-time	Semi Skilled F.T. & P.T.	Skilled F.T. & P.T.	Trades F.T. & P.T.	Trades without license FT & PT	Trades with license FT & PT
Start rate	6.90	8.65	9.65	11.40	15.15		
6 mos	7.40	9.15	10.15	11.90	15.65		
12 mos	7.90	9.65	10.65	12.40	16.15	18.15	20.90

F.T. = full-time
P.T. = part-time



B-2 Trades Apprenticeship Classifications

The licensed trades apprenticeship program and classifications will be offered by the Company for eligible employees according to the rules and regulations of the Province of Manitoba.

Apprentices must comply with all required trade school attendances and pass appropriate examinations.

The scale from starting hourly rates of pay to top rate shall be as follows:

Effective on date of ratification:

Start	\$13.66
Apprentices will receive yearly regular increases based on the number of years of apprenticeship required to reach top rate. For example, if it takes four years to become fully licenced in their trade, the scale throughout the apprenticeship years would be the difference between top rate of \$20.50 and start rate of \$13.66 = \$6.83 divided by four, or \$1.71 per year, as follows:	
Upon completion of year one:	\$15.37
Upon completion of year two:	\$ 1 7 . 0 8
Upon completion of year three:	\$18.79
Upon completion of year four:	\$20.50
Top rate	\$20.50

Effective on December 31, 2001

Start	\$13.80
Top rate	\$20.70

Effective on December 31, 2002

Start	\$13.93
TOP rate	\$20.90

Effective on December 3 1, 2003

Start	\$14.06
Top rate	\$21.10

Effective on December 31, 2004

Start	\$14.20
Top rate	\$21.30

Effective on December 31, 2005

Start	\$ 14.33
Top rate	\$21.50

Effective on December 31, 2006

Start	\$14.47
Top rate	\$21.70

IN B-1 ABOVE

B-3 For the purpose of wage increases ~~above~~, the six-month increase shall be implemented after the completion of one thousand and forty (1,040) hours actually worked, inclusive of statutory holidays and paid vacations. The twelve-month increase shall be implemented on the same basis, after completion of two thousand and eighty (2,080) hours actually worked, inclusive of statutory holidays and paid vacations. The calculation of hours actually worked shall exclude time off for sickness, accident, or any leave not paid by the Company.

B-4 The wage classification categories shall be as per Appendix D.

B-5 The Company and the Union agree that the Company may appoint Lead Hand(s) and shall pay said Lead Hand(s) fifty cents (50¢) an hour in addition to their classification hourly rate of pay. The duties of the Lead Hand(s) shall be as designated by the Company.

APPENDIX "C"

C-1 MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832,
EDUCATION AND TRAINING TRUST FUND

C.1 .01 The Company agrees to make the following contributions per hour into the Manitoba Food & Commercial Workers Local 832, Education and Training Trust Fund:

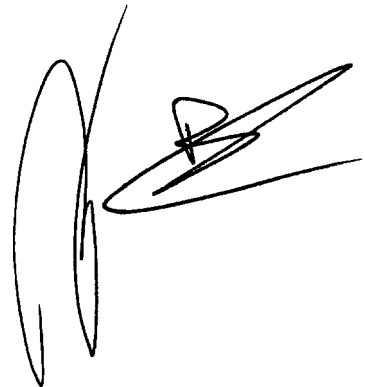
8¢ per hour effective on date of Union ratification

9¢ per hour effective January 1, 2005

10¢ per hour effective January 1, 2006.

The hours for which the Company will contribute said amounts will be the same hours as contributed for the Dental Plan under Section A-2.01, and shall be remitted to the Union in the same manner.

C-1 .02 The purpose of the Manitoba Food and Commercial Workers, Local 832, Education and Train Trust Fund is to provide training for members of bargaining units as needed from time to time, either for personal improvement, or in co-operation with the Company, for training as decided by the Union and the Company that would be beneficial to both the Company and the Union members.

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**APPENDIX D
WAGE CLASSIFICATION CATEGORIES**

HOG KILL DEPARTMENT					
	Skilled Jobs		Semi-Skilled Jobs		Unskilled Jobs
1.	Casing Machine Operator	1	Bung Hogs	1	Animal Food
2.	Eviscerate Hogs	2	CCP Operator	2	Chase Hogs
3.	Expose Lymph Nodes	3	Chisel Head	3	Crowd Pen
4.	Hog Scale	4	Clip Heads	4	Fancy Meats Box Maker
5.	Lead Hand	5	Drop Heads	5	Feed Stomachs
6.	Open Hogs/Brisket Saw	6	Drop Lungs/Livers/Hearts	6	Feed T2
7.	Pluck	7	Fancy Meat scale(barcode)	7	Floor Person/Cleaner
8.	Receive Hogs	8	Gam Table	8	General Labourer
9.	Relief Person	9	Head Splitter	9	Harvest/Flush Bungs
10	Remove Tongue	10	Jaw Breaker	10	Load Coolers
11	Skilled Job Trainer	11	Mark Temple	11	Notch Toes
12	Skilled Spare	12	Pull Leaf Lard	12	Notch Toes
13	Splitter	13	Pull Runners	13	Orient Hogs
14	Stock Hogs	14	Relief	14	Pack Bungs/Stomachs
15	Trim Demerits/Held Rail	15	Remove Heart / Skirts	15	Packer/Make Weight
16	Trim Non-Demerits	16	Remove Mask	16	Pop Kidneys
		17	Remove Snout	17	Remove Ear Tips
		18	Semi Skilled Job Trainer	18	Remove Glands
		19	Semi-Skilled Spare	19	Remove Kidneys
		20	Shackle Hogs	20	Remove Stomachs
		21	Spare Knife	21	Salt Casings
		22	Trim Lungs	22	Save Pancreas Glands
		23	Trim Skirts	23	Shave Pigs
		24	Trim Tongues	24	Spike Heads
		25	Whiz Heads	25	Spike Heads
		26	Whiz Leaf Lard	26	Spleens
				27	Stamp Hogs
				28	Trim Stick Holes
				29	Wash - Receive
				30	Wash Coolers

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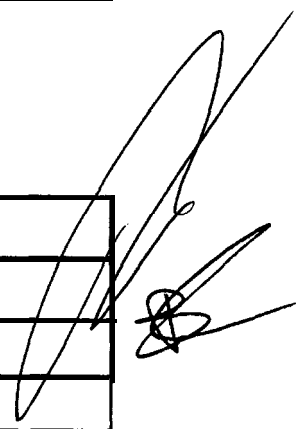
HOG CUT DEPARTMENT					
	Skilled Jobs		Semi-Skilled Jobs		Unskilled Jobs
1	Back Boner	1	Auto Butt Puller	1	Align Butt
2	Back Trimmers	2	Back Selector	2	Align Foot/Lacone
3	Conversion Boner	3	CCP Operator	3	Align Middle
4	Defat Hams	4	Derinder	4	Cryovac Operator/Bagger
5	Ham Boner	5	Japanese Back Packer/Grader	5	Dunseth Shoulder/Ham
6	LeadHand	6	Japanese Bellies	6	Floor Person / Cleaner
7	Lift Neck Bones	7	Knife Sharpener	7	General Labourer
8	Relief Person	8	Loin Trimmer	8	General Packer
9	Remove Tails	9	Maple Leaf Loin Trimmer	9	Hang Pulleys
10	Rib Bellies	10	MDM Operator	10	Haul Product
11	Skilled Job Trainer	11	Operate Middle Robot	11	Layer Bellies
12	Skilled Spare	12	Pull Tenderloin Rotation	12	Make Box/Palletize Back Fat
		13	Relief Person	13	Make Cartons
		14	Rib Upgrade	14	Operate Rib Saw
		15	Ribbing Gun	15	Orient Bellies
		16	Scale (Barcode)	16	Pack Back Ribs - Cut Tail
		17	Semi Skilled Job Trainer	17	Peel Back Ribs
		18	Semi-Skilled Spare	18	Prepare Combos
		19	Service Person	19	Remove Jowls
		20	Trim Bellies	20	Scale/Packer/Make Weight
		21	Whiz Butts/Shoulders	21	Spares
		22	Whiz Muscles	22	Supply Cartons
				23	Trim Hogs -
				24	Trim Jowls
				25	Unload Coolers
				26	Wash Tanks/Totes/Cages
				27	Whiz Backfat
				28	Whiz Neck Bones

HAM BONING DEPARTMENT					
	Skilled Jobs		Semi-Skilled Jobs		Unskilled Jobs
1	Defat Hams	4	Derind Hams	1	General Labour
2	Ham Boner	1	Membrane Skinner	2	Massage Hams
3	Ham Boning- Relief Person	2	Service - Ham Boning		
4	Lead Hand	3	Whiz Muscles		

CONVERSION DEPARTMENT					
	Skilled Jobs		Semi-Skilled Jobs		Unskilled Jobs
1	Conversion Boner	1	Derinder	1	General Labour
2	Lead Hand	2	Ribbing Gun	2	Make Cartons
		3	Scale	3	Packer
		4	Service	4	Palletizer/Trucker
				5	Skin / Feed

SANITATION DEPARTMENT					
	Skilled Jobs			Unskilled Jobs	
1	Lead Hand	1	Cleaner		
		2	Janitor		

LAUNDRY DEPARTMENT					
	Unskilled Jobs				
1	Glove Wash				
2	Laundry Operator				



DRY STORAGE DEPARTMENT					
	Skilled Jobs		Semi-Skilled Jobs		Unskilled Jobs
1	Lead Hand	1	Stock Person	1	Supply Hog Cut

SHIPPING DEPARTMENT					
	Skilled Jobs		Semi-Skilled Jobs		Unskilled Jobs
1	Freezer Man	1	Scale (Barcode)	1	Palletize
2	Lead Hand	2	Shipper		

RENDERING SEWAGE					
	Skilled Jobs		Semi-Skilled Jobs		Unskilled Jobs
1	Edible Rendering Plant Operator	1	Sewage Plant Operator	1	Pack Fraction

D-2 The Company and the Union agree that there may be changes or additions to the list of job titles and classifications. In the event of any changes or additions to Appendix B or Appendix D, the parties agree to discuss said changes or additions. If no agreement is reached, either party may take the matter to arbitration for a decision as per Section 22 of the collective bargaining agreement.

EXHIBIT ONE

POSTCARD

Employee's Name _____ (please
print)

Address _____

City _____ Postal Code _____

Phone _____ Employment Started _____ Birthdate _____

Social Insurance Number _____ Part-time

Full Time

DEPARTMENT _____ CLASSIFICATION: _____

MAPLE LEAF MEATS INC.

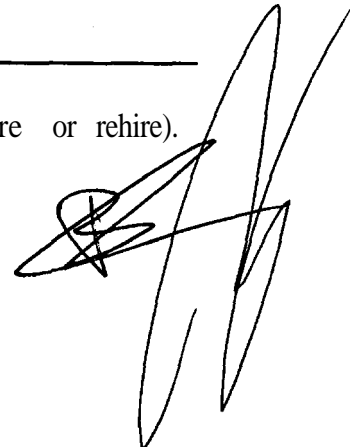
Name of Company

DUES AND INITIATION AUTHORIZATION

I hereby request and authorize the Company to deduct from my wages, and pay to the Union, such Union dues and/or initiation fee requested by the United Food & Commercial Workers, Local 832.

Date _____ Signature of new Employee _____

(To be mailed to the Union office within ten (10) calendar days from the date of hire or rehire).





Local No. 832

What Does the Future Hold

U.F.C.W. LOCAL 832 exists for the present and the future. It looks to the future on behalf of its members and for contributions it can make for the betterment of Canadian Society. As an organization it strives for perfection, for democratic control by its members and for a staff of trained experts that can surpass anything management can put on the other side of the negotiating table.

The concern is not what was won in the past for members but what is needed and deserved in wages and conditions in the future.

It cherishes the principle that all employees, in a free and democratic society, are entitled to full and unrestricted collective bargaining.

U.F.C.W. LOCAL 832 is well on the road to achieving these goals.

