

# COLLECTIVE AGREEMENT

BETWEEN

Maple Leaf Potatoes,  
A Division of Maple Leaf Foods Inc.,  
Lethbridge, Alberta

AND

United Food and Commercial Workers Canada,  
Local 401

***Renewal: March 1<sup>st</sup>, 2007***

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## THIS AGREEMENT BETWEEN:

Maple Leaf Potatoes, A Division of Maple Leaf Foods Inc.,  
Lethbridge, Alberta (Hereinafter referred to as “the Company”)

AND

United Food and Commercial Workers International Union,  
affiliated with the A.F.L.-C.I.O.-C.L.C., Local 401 (hereinafter  
referred to as “the Union”)

### Preamble

Recognizing that the welfare of the Company and that of its employees depends upon the welfare of the business as a whole and recognizing further that a relationship of good will and mutual respect between the Employer and employees can contribute greatly to the maintenance and increase of that welfare, the parties join together in the following Agreement:

### Article 1 – Recognition

1.1 The Company recognizes the Union as the exclusive bargaining agent for the employees of its plant at 28<sup>th</sup> Street and 2<sup>nd</sup> Avenue North, Lethbridge, Alberta, excluding office and clerical staff, agricultural staff, salespersons, chief engineer, security staff, laboratory staff, forepersons and those above the rank of foreperson.

During the term of this Agreement, the Company will not bargain collectively with any other labour organization in respect of the employees covered by this Agreement.

### Article 2 – Part-Time Employees

2.1 Part-time employees, that is, employees employed for twenty-four (24) hours weekly or less, are eligible for membership in the Union

but are not entitled to the provisions of Articles 8.2 and 8.3 and Articles 9, 11,12, 14 and 15 except that:

- 2.2
- a) Part-time employees will be granted General Holidays in accordance with the provisions of the Employment Standards Code.
  - b) Part-time employees will be granted vacations and vacation pay in accordance with the provisions of the Employment Standards Code.
  - c) Part-time employees shall be paid one and one half (1 ½ x) times their regular rates for time worked in excess of eight (8) hours in any day.
  - d) Except as set out in Section (e) below, the starting rate for new part-time employees, except “A” or “B” tradesmen, will be eighty (80%) percent of the rate of the job or jobs that they perform. Automatic increases of five (5%) percent of the rate of the job or jobs that they perform will be granted on the completion of each one thousand (1,000) hours worked. After four thousand (4,000) hours worked, they will be paid at one hundred (100%) percent of the rate of the job or jobs that they perform.
  - e) The rate for part-time employees hired subsequent to March 30<sup>th</sup>, 1994, who are performing the job, “Trimming and Packaging (employees hired subsequent to March 30<sup>th</sup>, 1994)” or the job, “Plant Labour, (employees hired subsequent to March 30<sup>th</sup>, 1994)” will be nine (\$9.00) dollars per hour.
- 2.3 Part-time employees will not be used where it is practical to employ full-time employees and except as otherwise agreed with the Chief Steward, part-time employees will not be employed for the purpose of reducing overtime unless that part-time work is required on a regular basis.

The Union may submit and the Company will consider alternative means of doing the required work rather than employ part-time employees.

### Article 3 – Union Security And Check-Off

3.1 The Company agrees that, upon receipt of written authorizations in the approved form, it will deduct from the pay of employees, on the payroll as of the date of ratification, the regular monthly Union dues. Such deductions shall be made on the first pay day in each calendar month and the authorization shall extend through periods of lay-off and recall. Further, it is agreed that the Company will obtain the required authorization from each new employee and the deduction will commence with the second monthly check-off after his/her date of employment.

All monies so deducted will be forwarded to the Financial Secretary of the Union on or before the fifteenth (15<sup>th</sup>) day of the month, accompanied with a list of employees' names from whom deductions were made.

3.2 The Company agrees that, upon receipt of written authorization in the form of a signed Union Membership Card, it will deduct from the wages of employees, joining the Union after the ratification of this Agreement, the initiation fee due from him/her to the Union on the first pay-day of the following calendar month and shall remit the same to the Financial Secretary of the Union on or before the fifteenth (15<sup>th</sup>) day of the calendar month.

3.3 The Company agrees that it shall be a condition of employment that any employee who, at the date of signing of this Agreement, was a member of the Union in good standing or who becomes a member after that date shall maintain such membership during the term of this Agreement.

Employees shall be deemed members of the Union in good standing so long as they continue to pay their regular monthly Union dues.

- 3.4 No employee shall be subject to any penalties against his/her application for membership or for reinstatement as a member in the Union except as may be provided in the Constitution and By-Laws of the Union and no coercion or intimidation of any kind shall be practiced to compel or influence an employee to join the Union nor shall any discrimination of any kind whatever be practiced or permitted with respect to employees who are or who become members of the Union.

#### Article 4 – Management

- 4.1 Subject only to the provisions of this Agreement, the Management and the operation of the business and the employment, direction, promotion, transfer, lay-off, and suspension, discharge, or other discipline of employees for just cause, including violations of Sections 5.10, 5.11 and 5.13 of Article 5 of this Agreement, shall be vested solely in the Management of the Company.

#### Article 5 – Settlement Of Grievances

- 5.1 Both the Company and the Union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle grievances promptly. It is agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.
- 5.2 The Union agrees to appoint or elect and the Company to recognize Stewards to deal with matters affecting employees in their departments. They shall be regular employees of the Company. The Company shall be advised of the names of the Stewards.
- 5.3 The Union also agrees to appoint or elect a grievance committee, not to exceed three (3), all regular employees of the Company, to deal with questions which may not be decided in the first and second steps described in Section 5.4 below. The Company shall

be advised of the names of employees on this committee. The grievance committee shall include the Chief Steward.

Where the term “Chief Steward” is referred to throughout this Agreement, reference is to the individual employee of Maple Leaf Potatoes, Lethbridge Plant, appointed or elected to hold this position by employees covered by this Agreement.

5.4 An alleged grievance shall be dealt with progressively in the following manner:

First: Between the aggrieved employee, or the Steward of the department, or both, and the foreperson of the department in which the employee works. If a department is not represented by a Department Steward, the Chief Steward may act in this capacity. Except by mutual agreement, if the Company does not arrange to hold a meeting within five (5) working days following request for such meeting, the grievance may be dealt with at the following step, should either party so desire.

Second: Between the Steward or Stewards, not to exceed two (2), and the Production Manager. If requested, grievances at this stage shall be presented in writing and shall set out clearly the respects in which the Agreement is alleged to have been violated. Except by mutual agreement, if the Company does not arrange to hold a meeting within five (5) working days following request for such meeting, the grievance may be dealt with at the following step, should either party so desire.

Third: Between the grievance committee and the Plant Management. A full-time representative of the Union may be called in if desired by either party. Grievances presented at this stage shall be in writing. If it is alleged that the Agreement has been violated, the nature of the violation shall be clearly stated. Except by mutual



agreement, if the Company does not arrange to hold a meeting within five (5) working days following request for such meeting, the grievance may be dealt with at the following step, should either party so desire.

The aggrieved employee may be present during the above three (3) steps, if so desired by the aggrieved employee or by either party.

The Company will pay those members of the grievance committee who are employed on the regular day shift at their applicable rates for time spent at meetings with Management Representatives when such meetings are held or commence during that regular shift. If the Company schedules such meetings with the grievance committee to commence at times other than during the regular day shift, all committee members shall be paid at their applicable rates.

- 5.5 If, after a sincere effort, it is found impossible to reach a solution locally, the grievance shall be forwarded to the Head Office of the Company and to the National Office of the Union who shall endeavour to reach a settlement.

The parties agree that the above paragraph will not apply to disciplinary grievances.

- 5.6 If either the Company or the Union alleges violation of the Agreement through the action of the officials of either, the grievance may be dealt with through the grievance procedure, beginning with the second (2<sup>nd</sup>) step and discussions between the Company and the Union apart from the grievance procedure shall not preclude resort to the grievance procedure later, if so desired.

- 5.7 When a grievance which affects the rate of pay of an employee is settled and as a result of the settlement the employee receives an increase in his/her rate, the increase shall be paid retroactively to the date of the error or up to thirty (30) days prior to the date of the written grievance, whichever is the latest date, or as otherwise agreed. A request for a wage increase, if not answered within

seventy-two (72) hours, may be treated as a grievance and handled progressively as set forth in Section 5.4 of this Article.

- 5.8 If an employee with seniority is dismissed or suspended for any reason whatsoever, and feels that he/she has been unjustly dealt with, he/she shall promptly notify a member of the grievance committee who shall, if a grievance is to be filed, notify the Production Manager in writing within three (3) working days of receipt of notice of dismissal or suspension by the aggrieved employee stating the grounds of objection to the dismissal or suspension.

The dismissal or suspension shall then constitute a grievance and shall be dealt with according to the grievance procedure, beginning with the second step of Section 5.4. If, subsequently, it is decided that the employee was unjustly dismissed or suspended, he/she shall be reinstated in his/her former position and shall be compensated for all time lost at his/her regular rate of pay or granted such lesser compensation as may be deemed fair in the circumstances. If lesser compensation is determined under arbitration, it shall require a unanimous decision.

The Company will notify the Chief Steward in writing within one (1) working day if an employee with seniority is dismissed or suspended. Where notification of dismissal or suspension is not given within one working day, and, if a grievance is to be filed, it may be submitted within three (3) working days of the receipt of the notice by the Chief Steward or his/her designated representative, who shall be a regular employee of the Company.

- 5.9 If an employee feels that he/she is suffering a grievance, he/she should report the grievance at once in the manner described in Section 5.4. Pending its investigation and settlement, he/she will perform faithfully duties given to him/her by the foreperson or any authorized officer of the Company.

- 5.10 Slow-Downs or Interruptions of Production. It is agreed that the Union and its members individually and collectively will not, during

the term of this Agreement, cause, permit, or take part in any slow-down or other curtailment or restriction of production or interference with work in or about the Company's plant or premises.

- 5.11 Strikes or Lockouts During Life of Agreement. It is agreed that there shall be no strike by, or lockout of, employees affected by this Agreement during the life of this Agreement.
- 5.12 Strike Votes. The Union agrees that no strike vote of the members affected by this Agreement will be taken during the term of this Agreement or in the course of negotiations with the Company for the renewal or extension thereof.
- 5.13 It is agreed that there will be no strike by, or lockout of, employees during the course of negotiations for a renewal or extension of this Agreement until an attempt has been made in good faith to settle any differences by conciliation or some other form of mediation.

## Article 6 – Arbitration

- 6.1 ***If a settlement cannot be reached in the grievance procedure, the parties agree that any grievance which has been properly carried through the steps outlined in Article 5 may be referred to an Arbitrator at the written request of either party within ten (10) working days of the outcome of the Third Step of the grievance procedure.***
- 6.2 ***It is agreed that neither the Company nor the Union will prevent the other party from referring a grievance to arbitration to determine if the grievance is arbitrable. A question of arbitrability need not be raised during the grievance procedure. If an Arbitrator determines the grievance is arbitrable, the same Arbitrator shall then consider the grievance itself.***
- 6.3 ***An Arbitrator will be chosen by the mutual agreement of the parties provided that if the parties fail to agree within ten (10) working days of the notification mentioned in Section 6.1***

**above, the Minister of Labour of the Province of Alberta may be asked to nominate a person to act as Arbitrator.**

- 6.4 The parties may mutually agree to appoint a Board of Arbitration as an alternative to the above Clause. In such an event, each party will appoint a nominee to the Board within ten (10) working days of receipt of notification of the desire to arbitrate. The nominees will then appoint an impartial chairperson within ten (10) working days. If a chairperson cannot be agreed upon, the Minister of Labour of the Province of Alberta may be asked to appoint a Chairperson.**
- 6.5 A decision of the Arbitrator, or in the case of a Board of Arbitration, the decision of a majority of the Arbitration Committee will be deemed to be final and binding on all parties concerned. In reaching a decision, the Arbitrator and/or the Arbitration Committee shall be governed by the provisions of this Agreement.**
- 6.6 The Company and the Union agree to bear an equal share of expenses of the Arbitrator appointed and the parties will jointly bear the expenses of the Chairperson for the Board of Arbitration.**

Article 7 – Wages

7.1 Job rates will be as set out below:

<b>Jobs</b>	<b>Effective February 23, 2003 \$/hr.</b>	<b>Effective February 29, 2004 \$/hr</b>	<b>Effective March 1, 2005 \$/hr.</b>	<b>Effective March 1, 2006 \$/hr.</b>
Flume Person	<b>13.10</b>	<b>13.46</b>	<b>13.81</b>	<b>14.15</b>
Packaging Checker	<b>13.85</b>	<b>14.21</b>	<b>14.56</b>	<b>14.90</b>
Quality Control	<b>14.50</b>	<b>14.86</b>	<b>15.21</b>	<b>15.55</b>
Trimming and Packaging	<b>15.10</b>	<b>15.46</b>	<b>15.81</b>	<b>16.15</b>

Trimming and Packaging (employees hired subsequent to March 30 <sup>th</sup> , 1994)	<b>12.45</b>	<b>12.81</b>	<b>13.16</b>	<b>13.50</b>
Plant Labour	<b>15.10</b>	<b>15.46</b>	<b>15.81</b>	<b>16.15</b>
Plant Labour (employees hired subsequent to March 30 <sup>th</sup> , 1994)	<b>12.45</b>	<b>12.81</b>	<b>13.16</b>	<b>13.50</b>
Grader Room Operator	<b>15.15</b>	<b>15.51</b>	<b>15.86</b>	<b>16.20</b>
Blender Operator	<b>15.30</b>	<b>15.66</b>	<b>16.01</b>	<b>16.35</b>
<b><i>Blender Operator (hired subsequent to ratification)</i></b>	<b>13.10</b>	<b>13.46</b>	<b>13.81</b>	<b>14.15</b>
<b><i>Batter Line Operator</i></b>	<b>13.10</b>	<b>13.46</b>	<b>13.81</b>	<b>14.15</b>
Fork Lift Operator	<b>15.38</b>	<b>15.74</b>	<b>16.09</b>	<b>16.43</b>
Fryer Operator (other than Line 1)	<b>15.48</b>	<b>15.84</b>	<b>16.19</b>	<b>16.53</b>
Receiver	<b>15.48</b>	<b>15.84</b>	<b>16.19</b>	<b>16.53</b>
Sewage Plant Operator	<b>15.48</b>	<b>17.82</b>	<b>18.17</b>	<b>18.51</b>
Receiver and Grader	<b>15.68</b>	<b>16.04</b>	<b>16.39</b>	<b>16.73</b>
Fryer Operator – Line 1	<b>16.18</b>	<b>16.54</b>	<b>16.89</b>	<b>17.23</b>
Receiver and Yardperson	<b>15.95</b>	<b>16.31</b>	<b>16.66</b>	<b>17.00</b>
Set Up, Operate, and maintain Packaging	<b>16.18</b>	<b>16.54</b>	<b>16.89</b>	<b>17.23</b>
Maintenance Mechanic “B”	<b>17.46</b>	<b>17.82</b>	<b>18.17</b>	<b>18.51</b>
Electrical Technician	<b>20.46</b>	<b>21.21</b>	<b>21.96</b>	<b>22.71</b>
Maintenance Mechanic “A”	<b>20.46</b>	<b>21.21</b>	<b>21.96</b>	<b>22.71</b>
Electronics Electrician “A”	<b>20.76</b>	<b>21.51</b>	<b>22.26</b>	<b>23.01</b>

The Company reserves the right, at its discretion, to pay higher than any of the job rates set out above. Prior to doing so, the Company will inform the Chief Steward of the Company's decision.

***Due to a significant reduction in the complexity of the Blender Operators' responsibilities, any and all Blender Operators hired or promoted after the date of ratification will be paid the rate of \$13.10 per hour, plus any applicable premiums or general increases. In the event that the Blender Operators' responsibilities significantly change, the Company agrees to reassess the rate of pay.***

***The current incumbents, David Ell, Terry McDade, Walter Waldner and Lionel Dyck, will continue to be paid at their current rates of pay, plus any applicable premiums or general increases, for the duration of their time in this position.***

***Employees temporarily transferred into the Blender Operators' role will be paid the rate of \$13.10 per hour.***

## 7.2 **Start Rate**

Except as set out in Section 7.3 below, the starting rate for new employees, except "A" or "B" tradesmen, will be eighty (80%) percent of the rate of the job or jobs that they perform. Automatic increases of five (5%) percent of the rate of the job or jobs that they perform will be granted on the completion of six (6), twelve (12) and eighteen (18) months of seniority. Upon completion of twenty-four (24) months of seniority, they will be paid at one hundred (100%) of the rate of the job or jobs that they perform.

7.3 The starting rate for employees hired subsequent to January 1<sup>st</sup>, 1997, who are performing the job "Trimming and Packaging (employees hired subsequent to March 30<sup>th</sup>, 1994)" or the job, "Plant Labour (employees hired subsequent to March 30<sup>th</sup>, 1994), will be nine (\$9.00) dollars per hour. Upon completion of twelve (12) months of seniority, they will be paid the rate of the job, "Trimming and Packaging (employees hired subsequent to March 30<sup>th</sup>, 1994)"

or the job, "Plant Labour (employees hired subsequent to March 30<sup>th</sup>, 1994)".

#### 7.4 **Temporary Transfers**

When an employee is required temporarily to fill a higher rated job for a period of **two (2)** hours or longer, he/she shall receive the rate of the job to which he/she is transferred, but if required temporarily to fill a lower rated job, he/she shall receive his/her regular rate.

7.5 A group leader, designated by the Production Manager or his/her designated representative, shall be paid thirty-five (35¢) cents per hour over his/her calculated job rate for the duration of the assignment. The Company may, at its discretion, pay in excess of the above amount, up to a maximum of one (\$1.00) dollar per hour over his/her calculated job rate. No group leader shall hire, layoff, suspend, discharge, exercise other discipline or, except on direction from a member of Management, transfer employees to other departments.

#### 7.6 **Management Duties**

***Any employee who is requested by Management to perform Management duties shall be paid a premium of two (\$2.00) dollars per hour for all hours worked in that capacity. Prior to doing so, it will be mutually agreed between the Company and the Union as to what those duties will be. In the event that a bargaining unit employee is temporarily assigned to a salaried position, their duties for the day will be clearly outlined and if the employee has any concerns about their ability to perform any of those duties, they will be given clear direction on how to do them or exempted from having to.***

#### 7.7 **Pagers**

***Any employee required to carry a pager shall be paid a premium of three (3) hours at one and one half (1 ½ x) times their regular hourly rate. In addition, when the employee is***

*called in to work, they will receive a minimum call-in of four (4) hours for any work required in the Plant unless the hours worked exceeds four (4), in which case they will be paid for the hours worked.*

**7.8** *The Company shall provide, on a quarterly basis to the Chief Shop Steward, a list of all employees, the rate they are being paid and the job classification they are performing.*

**7.9** *In response to the Union's concerns regarding discrepancies in the rates of pay being paid to individual employees, the Company agrees to the following:*

*a) Any signed agreements with respect to training rates, past and future, will be provided to the Chief Steward.*

*b) Any current arrangements regarding individual rates of pay will be explained to the Chief Steward.*

*c) As per Article 7.1, the Company will inform the Chief Steward in writing of any future such arrangements.*

**7.10** *In the event that the Value Added lines' product mix significantly changes, the Company agrees to revisit the Union's proposal regarding matching the Line 1 Fryer Operators' wage.*

#### Article 8 – Night And Week-End Premiums

**8.1** Employees working on shifts beginning between 3:00 p.m. and **8:00** a.m. shall receive a premium of forty-five (45¢) cents per hour. This premium shall be considered as part of such employees' basic rates. ***This premium will only apply to those hours worked between 3:00 p.m. and 8:00 a.m.***

**8.2** Regular employees shall receive a premium of two (\$2.00) dollars per hour for hours worked at regular rates on calendar Saturdays.



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

- 8.3 Regular full-time **eight (8) hour** employees working on calendar Sundays at regular rates shall receive **a premium of** one and one half (1 ½ x) times their regular rates for all such hours worked on calendar Sundays. Such premium shall not be considered as part of **said** employees' basic rates.

## Article 9 – Hours Of Work And Overtime

- 9.1 The normal hours of work shall not exceed eight (8) hours per day and forty (40) hours per week.
- 9.2 All employees, if required to work in excess of the normal hours of work, as specified in Section 9.1 above, shall be paid at one and one half (1 ½ x) times their regular rates.

Overtime shall be calculated and paid on the basis of daily or weekly hours of work, but not a combination of both.

### 9.3 **Call-Ins**

Any employee who has been called out to work and is dismissed for that day, by reason of some cause for which he/she is not responsible, shall receive for that day at least four (4) hours' pay at his/her regular rate.

- 9.4 In cases of breakdown, employees will be paid for waiting time if instructed to stay but shall not receive less than the provisions of Section 9.3 above.
- 9.5 **Any eight (8) hour employee required to work outside of their normally scheduled hours shall receive one and one half (1 ½ x) times their regular rate of pay for those hours worked outside of their normal scheduled hours. The schedule may be altered from time to time to meet the needs of the business.**

***However, the Company agrees that unless mutually agreed to, no eight (8) hour schedule shall be changed without twenty-four (24) hours notice. If a schedule is changed without such required notice, the employee will be paid the equivalent of the hours that were scheduled.***

9.6 Any employee who, after leaving the Company's premises, is specially called in at any time outside his/her normal working hours, shall be through when the emergency is over, but shall, nevertheless, be paid for minimum of four (4) hours at his/her regular rate.

9.7 **Union Business**

The Union agrees that its officers, Stewards and members shall not transact Union business during hours for which they are paid by the Company except with permission of the Company. No Steward may leave his/her department for such purpose without securing permission from his/her Foreperson. Permission will not be unreasonably withheld.

9.8 Employees shall not be regularly required to work more than five (5) hours without a meal period except with their consent.

9.9 **Statutory Holidays**

The Company agrees to pay all employees for each of the following public holidays:

Christmas Day	Dominion Day
Boxing Day	Civic Holiday
New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	

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

Public holiday pay shall be calculated on the basis of eight (8) hours at the employee's regular rate. To be eligible for public holiday pay, such employee must have worked a minimum of thirty (30) days during the three hundred sixty-five (365) calendar days immediately preceding each such public holiday and provided he/she reports for work and works as required the work day immediately preceding and immediately following the holiday.

Employees absent from work, who otherwise would be required to work on the work day immediately preceding or immediately following the holiday, shall not be entitled to pay for such holiday unless absent because of sickness.

Employees shall be paid at one and one half (1 ½ x) times their regular rate for all work performed on paid public holidays in addition to any holiday pay set out above. Hours paid as public holiday pay in respect to public holidays not worked shall be considered as hours worked for the purpose of computing overtime.

***The Company agrees to recognize and pay for any future public holidays that may be proclaimed in to law for the Province of Alberta.***

#### 9.10 **Work Related Injury**

An employee injured while working in the plant shall suffer no loss of earnings for the hours necessarily lost in his/her scheduled shift in which the accident occurs, if, as a result of such injury, he/she is sent home, or to the hospital, or for medical attention on instructions from the medical department, but if such is not possible, then by a Company representative.

Amounts received under Workers' Compensation shall be deducted from benefits due under this Section.

## 9.11 **Bereavement Leave**

When an employee attends the funeral of an immediate relative, he/she shall receive eight (8) hours' pay at his/her regular rate for the day of the funeral and for two (2) other days to be taken not later than two (2) days following the day of the funeral, provided that such payments are made only in respect to absence from work on his/her regular work days. For the purpose of this clause, an immediate relative shall be one of the following: Wife, Husband, Daughter, Son, Mother, Father, Sister, Brother, Mother-in-law, Father-in-law, Grandfather, Grandmother, **Spouse's Grandmother, Spouse's Grandfather, Stepchildren, Step-parents, Legal Guardians and Grandchildren.**

When an employee cannot attend the funeral of an immediate relative because of geographical distance, he/she shall receive eight (8) hours' pay at his/her regular rate for the day of the funeral. Such payment will be made only in respect to absence from work on his/her regular work day. For the purpose of this clause, an immediate relative shall be one of the following: Wife, Husband, Daughter, Son, Mother, Father, Sister, Brother, Mother-in-law, Father-in-law, **Grandfather, Grandmother, Spouse's Grandmother, Spouse's Grandfather, Stepchildren, Step-parents, Legal Guardians and Grandchildren.**

The Company may require the employee to furnish verification of the date of the funeral.

**9.12 *The payment of overtime, holiday or Sunday rates in Article 8 and/or Article 9 shall not be construed to require duplication of overtime, holiday or Sunday pay involving the same hours of work. More particularly, it is understood that no unforeseen or unexpected costs above and beyond the actual premium rate provided for herein because of conflicting provisions elsewhere in the Collective Agreement, will be incurred to the Company.***

## Article 10 – Rest Periods

10.1 The Company agrees to grant rest periods of ten (10) minutes each during the morning and afternoon shifts, provided the working time of the shift exceeds two and one half (2 ½ x) hours. A rest period of ten (10) minutes will be granted in overtime, provided the overtime shift exceeds two and one half (2 ½ x) hours after the return from the second meal period. The Union agrees that rest periods are a privilege and must not be abused.

## Article 11 – Seniority

11.1 Subject to the provisions of this Article, “Seniority” shall mean accumulated service in the area under the supervision of the Production Manager.

11.2 New employees shall be regarded as probationary employees and shall have no seniority until they have accumulated seven hundred twenty (720) hours of work. Overtime hours shall not be included in this calculation. On completion of seven hundred twenty (720) hours of work, they shall become regular employees and shall be granted seniority based on accumulated service.

11.3 a) **Order of Lay-Off**

***In case it becomes necessary to reduce the workforce for a period of three (3) days or more, the lay-off procedure will be as follows:***

***i) Probationary employees shall be laid off first provided that regular employees remaining can satisfactorily perform the required work.***

***ii) Next, regular employees will be laid off in order of seniority provided that employees who are remaining can satisfactorily perform the required work.***

***iii) For unforeseen emergency shutdowns of less than three (3) days, the Company, whenever possible, will endeavour to recognize seniority rights in the lay-off process.***

***b) Order of Recall***

***When increasing the workforce, recalls shall be in reverse order to lay-offs provided the employee next in line can satisfactorily perform the required work.***

In urgent cases, however, where it is necessary to secure workers at notice of less than forty-eight (48) hours, the Company, if unable to make contact with the senior eligible employee, may recall the next most senior employee and so on down the list until the vacancy is filled.

- 11.4 The Union will be given notice of any regular employee laid off or recalled out of seniority.
- 11.5 Upon ratification of this Agreement and at quarterly intervals thereafter, or as otherwise agreed, the Company shall publish and provide to the Union a seniority list showing the seniority of each regular employee. The names and service of probationary employees will be added to this list.
- 11.6 The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when he/she:
- a) Voluntarily leaves the service of the Company or is dismissed for cause.
  - b) Fails to return to work when recalled or cannot be located after a reasonable effort on the part of the Company. A phone call or a personal contact shall constitute a reasonable effort on the part of the Company.

- c) Has been out of the Company's employ in excess of allowable breaks defined below:

Length of Employee's Seniority    Allowable Break

Over ninety (90) days to one (1) year    Time equivalent to one half (1/2) his/her length of seniority.

Over one (1) year    Time equivalent to length of seniority but not exceeding two (2) years.

An employee who returns to work within the time of an allowable break shall retain the seniority **date** that he/she had at the time of lay-off.

An employee with seniority, if laid off and later rehired within one (1) year, shall receive credit for his/her past seniority.

These allowable breaks may be extended by adding periods of absence resulting from sickness or personal injury certified by a physician up to two (2) years or by leave of absence granted by the Company up to one (1) year.

11.7 Persons whom the Company is training to fill technical, commercial or supervisory positions may be employed or retained in employment in plant operations irrespective of the seniority provisions in this Article. The Chief Steward shall be advised of such trainees. Except by agreement with the Union, such appointments shall not exceed two (2) at any one time.

11.8 All permanent job vacancies that occur in jobs which have a job rate which is higher than the rate of the job, "Plant Labour", will be posted in the plant for a period of three (3) working days. Employees, with seniority, will be considered for the vacancy provided that they inform the **Human Resources Manager**, in

writing, of their desire to apply for the vacancy prior to the expiry of the posting.

The filling of permanent job vacancies will be based on seniority, merit and ability. When merit and ability are sufficient to perform the job, seniority will be the determining factor.

#### 11.9 **Shift Changes**

An employee with more than one (1) year of seniority who is on a shift on other than a temporary basis, may request to change shifts with a more junior employee who is performing the same job on other than a temporary basis on another shift. Such change of shift will be made as soon as reasonably possible provided that the employee requesting the shift change has not had a change of shift under the provisions of this Section within the previous twelve (12) months.

#### 11.10 **Leave of Absence**

Subject to the requirements of the business, leave of absence without pay up to one (1) year may be granted by the Company on the written request of the employee, provided that the reasons stated in the application are sufficient. If the Company grants a leave of absence, it will be granted in writing, with a copy to the Chief Steward. Seniority shall not accumulate while an employee is on leave of absence.

Subject to the requirements of the business, the Company will grant a leave of absence to employees elected to attend Union conventions. Seniority shall accumulate on such occasions.

11.11. A regular employee shall accumulate seniority if he/she is absent from work due to sickness or accident up to the length of allowable break corresponding to seniority as set out in Section 11.6(c) of this Article.



**11.12 It will be the responsibility of each employee to keep the Company advised at all times of his/her current address and telephone number, either temporary or permanent.**

Article 12 – Vacations

**12.1 All permanent employees while remaining in the continuous regular employment of Maple Leaf Potatoes, shall be entitled to annual vacation leave with pay at the regular rate. For vacation entitlement purposes, an employee entering the Company’s service after the fifteenth (15<sup>th</sup>) of any month, will be considered to have entered the following month. During the first two (2) years of employment, should an employee’s service date be adjusted for any reason as prescribed elsewhere in the Collective Agreement, it will not adversely affect their vacation entitlement.**

**Month Entering Service**

<b>January</b>	<b>10 days</b>
<b>February</b>	<b>10 days</b>
<b>March</b>	<b>10 days</b>
<b>April</b>	<b>9 days</b>
<b>May</b>	<b>8 days</b>
<b>June</b>	<b>7 days</b>
<b>July</b>	<b>6 days</b>
<b>August</b>	<b>5 days</b>
<b>September</b>	<b>4 days</b>
<b>October</b>	<b>3 days</b>
<b>November</b>	<b>2 days</b>
<b>December</b>	<b>1 day</b>

**In the first (1<sup>st</sup>) calendar year of an employee’s service, the employee shall receive no annual vacation.**

***In the second (2<sup>nd</sup>) calendar year, the employee shall receive one (1) day's vacation for each month worked the previous year up to a maximum of ten (10) days. (See Scale)***

***In the third (3<sup>rd</sup>) calendar year and each subsequent calendar year, the employee shall receive two (2) weeks vacation.***

***In the sixth (6<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive three (3) weeks vacation.***

***In the eleventh (11<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive four (4) weeks vacation.***

***In the twenty-first (21<sup>st</sup>) calendar year and each subsequent calendar year, the employee shall receive five (5) weeks vacation.***

12.2 Vacation pay for each week of vacation shall be the normal weekly hours at the regular rate, provided that this amount shall be reduced by one fifty-second ( $1/52^{\text{nd}}$ ) for each week of absence excepting absences which are:

- a) Due to sickness up to thirty (30) days annually or such longer periods as an employee may be entitled to receive sick pay under the Company's Sick Pay Plan, and
- b) Up to one (1) year due to compensable accident.

### 12.3 Vacation on Termination

- a) Employees with less than five (5) years' seniority who leave the service of the Company will receive any unexercised vacation credit in accordance with the regulations of the Province of Alberta.
- b) Employees who are entitled to vacations in excess of those provided by the regulations of the Province will receive:

- 1) Vacation with pay for which they were eligible at January 1<sup>st</sup>, last preceding.
- 2) One fifty-second ( $1/52^{\text{nd}}$ ) of the vacation scale applicable in each case at the time of separation for each week of service computed back to January 1<sup>st</sup>.

12.4 The Company may schedule one (1), two (2) week shutdown each summer and a one (1) week shutdown during the Christmas period. Should business requirements necessitate a change in the schedule, employees will normally be informed one (1) month in advance. The final allocation of shutdown weeks shall be determined by Management.

12.5 All affected employees entitled to vacation and not required to work must take their vacation during this shutdown period. Employees required to work during the shutdown, or entitled to vacations in excess of the length of the shutdown, shall take their vacation at a time agreed upon between the employee and the Company.

12.6 Vacations may be granted at any time subject to the demands of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Subject to the requirements of Article 12.5, employees will indicate their preference for their first two (2) weeks of vacation entitlement in order of seniority. Where there is a shutdown as in Article 12.5, those shutdown weeks will be considered to be the employees first two (2) weeks of vacation. Employees will then indicate their preference for any remaining weeks' entitlement in order of seniority.

12.7 Every employee shall take his/her vacation in the vacation season in which he/she becomes eligible for it. Vacation periods shall not be accumulated from year to year.

12.8 If a paid public holiday falls within the employee's vacation period, the Company will, at its option, either allow the employee concerned a compensatory day's holiday with pay or make payment as provided in Article 9.9.

## Article 13 – Safety And Health

13.1 The Company shall make reasonable provision for the safety and health of employees during working hours. Protective devices on machinery and other devices deemed necessary properly to protect employees from injury shall be provided by the Company. This, however, shall not be construed to include such personal necessities as safety boots, gloves, overalls, or any article which becomes the personal property of the employee.

The Union agrees to appoint or elect and the Company agrees to recognize two (2) bargaining unit representatives on the Labour-Management Safety Committee. Unless otherwise agreed, this Committee will meet monthly. The Committee may make recommendations on matters affecting the safety and health of employees.

***The Company agrees to post all Company sponsored Health and Safety programs and training courses so that all employees have an option of attending. Those employees who are required by the Company to attend said courses, will be paid to do so.***

## Article 14 – Employee Benefits

14.1 Sick Pay Plan. Employees will be enrolled in the Sick Pay Plan as a condition of employment effective the first of the month coincident with or next following the completion of six (6) months' seniority.

Sick Pay will be paid in the following amounts, subject to a three (3) day waiting period:

Group 1 (to include eligible employees who were hired subsequent to March 30<sup>th</sup>, 1994, and who are being paid on the job, "Trimming and Packaging" - \$245 per week

(employees hired subsequent to March 30<sup>th</sup>, 1994)” or the job, “Plant Labour (employees hired subsequent to March 30<sup>th</sup>, 1994)”

- Group 2 (to include eligible employees, not covered under Group 1 above, whose paid rate is less than the “Plant Labour” rate) - \$295 per week
- Group 3 (to include eligible employees whose paid rate is equivalent to or greater than the “Plant Labour” rate but less than the Maintenance Mechanic “A” rate) - \$337 per week
- Group 4 (to include eligible employees whose paid rate is equivalent to or greater than the Maintenance Mechanic “A” rate) - \$415 per week

The scale for duration of payments is as follows:

6 months to 18 months’ seniority.....	4 weeks
18 months to 5 years’ seniority.....	16 weeks
5 years to 7 years’ seniority.....	26 weeks
7 years to 10 years’ seniority.....	34 weeks
10 years’ seniority and over.....	52 weeks

The three (3) day waiting period will be waived in respect to an employee who is hospitalized during the waiting period, due to an illness or accident.

The required premiums will be one hundred (100%) percent paid by the employees and will be deducted from their pay each month.

Employees will not be eligible for benefits under the Company Sick Pay Plan for any period for which they are entitled to receive Employment Insurance Sickness Benefits.

14.2 Dental Plan. The Dental Plan will have the following provisions:

a) The following services will be covered:

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

b) The Plan will reimburse the employee for eighty (80%) percent of allowable expenses with a maximum annual payment of **fifteen hundred (\$1,500.00) dollars** to each employee or dependent.

c) Where claim charges are estimated to exceed three (\$300.00) hundred for any employee or dependent, a treatment plan will be submitted to the insurance company before treatment commences.

- d) Covered dental expenses do not include and no payment will be made for:
- services not included in the above
  - services provided under any government plans or Workers' Compensation
  - services covered under any other insurance
  - cosmetic treatment
  - charges for broken appointments
  - dentures replacing an existing appliance which is less than 3 years old or which can be made serviceable
  - dentures within 3 years from the date that dentures were provided under this Plan
  - theft or loss of dentures
- e) Employees will become eligible for coverage under the Dental Plan effective the first (1<sup>st</sup>) day of the month coincident with or next following the completion of six (6) months' seniority.
- f) Allowable expenses will be based on the **current insurance carrier's fee schedule**.
- g) The required premiums will be paid by the Company.
- h) The above description of benefits is subject to the policy issued to the Company by the insurance company.

14.3 Alberta Health Care. **The Company will pay one hundred (100%) percent of the monthly premium. If the province should pick up any of the cost of premiums in the future, the Company agrees to spend the equivalent amount on additional alternate benefits.**

14.4 Life Insurance. The Company will provide a Life Insurance Plan for full-time employees in the amount of **thirty thousand (\$30,000) dollars.**

Employees will become eligible for coverage under the Life Insurance Plan effective the first (1<sup>st</sup>) day of the month coincident with or next following the completion of three (3) months' service.

The required premiums will be paid by the Company.

**14.5 Vision Care. Coverage will be two hundred (\$200.00) dollars every two (2) years.**

**14.6 Doctors' Notes. When requested by the Company, doctors' notes will be paid for by the Company.**

#### Article 15 – Tool Allowance

15.1 Maintenance Mechanics, **Packaging and Fryer Operators** shall, upon presentation of required tools broken on the job and worn out required tools, receive replacement tools. Such replacements shall be limited to those specified by the Company as being required and shall in addition be limited to a maximum replacement cost of **one hundred (\$100.00) dollars** per contract year per affected employee.

This allowance may also be used for the purchase of new tools required by the Company to maintain new equipment or to employ new techniques.

A new Maintenance Mechanic, **Packaging or Fryer Operator** shall not be eligible for tool allowance until he/she has one (1) year's Company service as a Mechanic **or Operator**. He/she shall then be eligible for one twelfth (1/12<sup>th</sup>) of the previous contract year's allowance of **one hundred (\$100.00) dollars** for each month of that contract year following the month of his/her employment as a Maintenance Mechanic, Packaging or Fryer Operator with the Company. Thereafter, he/she shall be eligible for the full allowance as of each February 28<sup>th</sup>.



Any unused portion of this allowance remaining at the end of a contract year, but not exceeding **one hundred (\$100.00) dollars**, will be carried over only into the following contract year.

## Article 16 – Work Clothing

16.1 Clothing. Launderable outer work clothing specified by the Company as required for the employee's work will be provided by the Company. Aprons and rubber gloves where specified as required by the Company will, when worn out on the job, be replaced at no cost to the employee.

Employees with more than six (6) months' seniority, who purchase a quilted vest or liner through the Company for use on the job, shall receive an allowance of up to sixteen (\$16.00) dollars towards such purchase. Employees with less than six (6) months' seniority who so purchase such clothing shall be reimbursed up to sixteen (\$16.00) dollars towards such purchase on attainment of six (6) months' seniority. For a subsequent purchase, employees will again become eligible for this allowance three (3) years from the date of their previous purchase under this provision. Laundering of such clothing shall be the responsibility of the employee.

16.2 Safety Footwear. Employees with more than six (6) months' seniority who purchase C.S.A. approved safety footwear for use on the job shall be reimbursed up to **one hundred twenty (\$120.00) dollars** towards such purchase. Employees with less than six (6) months' seniority who purchase C.S.A. approved safety footwear for use on the job shall be reimbursed up to **one hundred twenty (\$120.00) dollars** towards such purchase on attainment of six (6) months' seniority.

Employees who choose to have new soles and/or new heels put on their existing pair of C.S.A. approved safety footwear rather than choose to purchase a new pair will be reimbursed up to sixty (\$60.00) dollars towards their incurred cost.

Employees will again become eligible for this allowance one (1) year from the date of their previous usage of the allowance.

- 16.3 Each employee with six (6) or more months' seniority who is required to wear rubber boots may purchase through the Company, once yearly, one (1) pair of replacement rubber boots at a cost to the employee of four (\$4.00) dollars per pair. In the event an employee's replacement rubber boots become worn out or defective within the one (1) year period, a second (2<sup>nd</sup>) pair of replacement rubber boots may be purchased from the Company, at half (1/2) the Company's cost. The employee will be required to submit the worn out or defective pair of rubber boots to the Company prior to new boots being issued.

#### Article 17 – Government Regulations

- 17.1 It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party, which in any way contravenes laws, orders or regulations issued by, or under the authority of the Government of Canada or of the Province of Alberta, or such agency as may be deputed by either of such Governments, from time to time in regard to wages, bonuses, hours, HACCP requirements, conditions of labour, or other related matters.

#### Article 18 – Plant Closing

- 18.1 If the plant is permanently closed, a separation allowance will be paid to employees subject to the following:
- a) They have one (1) or more years of seniority as of their date of lay-off.
  - b) They are actively at work with the Company and accumulating seniority or have been laid off within the thirty (30) day period preceding the date that the closing is announced. An employee on a leave of absence which was granted by the

Company under Article 11.10 and employees who are not actively at work with the Company but are absent from work and receiving weekly Workers' Compensation or Sick Pay payments, will also be eligible.

- c) They have not reached their sixty-fifth (65<sup>th</sup>) birthday.
- d) The closing is not brought about by war, strike, walkout, work stoppage, slow-down or other cessation of work, fire, government action or Act of God.
- e) In order to qualify for separation allowance, employees must continue to work in a satisfactory manner as long as required.
- f) Eligible employees will receive a separation allowance based on their completed full years of seniority as of their date of lay-off as set out in the following table:

Completed Full Years Of Seniority	Amount (\$)
1	370
2	490
3	635
4	800
5	1000
6	1200
7	1410
8	1625
9	1840
10	2060
11 to 20	The ten year allowance plus \$325.00 for each completed full year of seniority over 10
21 and over	The twenty year allowance plus \$415.00 for each completed full year of seniority over 20

In addition, employees whose combined full years of age and seniority as of their date of lay-off total sixty-five (65), will be entitled to a supplement of twenty-five hundred (\$2,500.00) dollars plus an additional one hundred twenty-five (\$125.00) dollars for each year that the combined total exceeds sixty-five (65).

- 18.2 When employees are paid separation allowance under the provisions of this Article, their seniority and employment relationship with the Company is terminated and they shall have no further rights under this Agreement or under any other Agreement between the signing parties.
- 18.3 If an employee is eligible to be paid separation allowance under the provisions of this Article, he/she will continue to have coverage in the Group Life Insurance, Dental and Extended Health Care plans for a period of six (6) months following the month in which the employee is laid off. Such coverage will continue on the same basis as existed at the time that the employee was laid off.

#### Article 19 – Duration

- 19.1 This Agreement shall remain in full force and effect from **March 1<sup>st</sup>, 2004**, to **March 1<sup>st</sup>, 2007**, and shall thereafter automatically renew itself from year to year unless a notice of termination or of amendment is given by either party to the other in writing at least sixty (60) days before the termination date or any subsequent anniversary of such termination date. If such is given, this Agreement shall remain in force during the period of negotiations.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2005.**

For Maple Leaf Potatoes,  
A Division Of Maple Leaf  
Foods Inc., Lethbridge, Alberta

For United Food And Commercial  
Workers Canada, Local 401

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***Management Committee:***

***Lee Gleim  
Nick Johnson  
Mary Kay***

***Bargaining Committee:***

***Keith Gettman  
Nicole Lozano  
Gerry Patterson  
Randy Ruaben***

***This Agreement was ratified on September 29<sup>th</sup>, 2004.***

Letters of Understanding

Between:

MAPLE LEAF POTATOES,  
A Division of Maple Leaf Foods Inc.,  
Lethbridge, Alberta

And:

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 401

**Letter of Understanding #1**

***It is mutually agreed that during the term of this Agreement, the first tier of the Trimming and Packaging job will remain at the present number of seven (7) employees. It will remain a separate classification and be subject to Article 11.8 of the Collective Agreement.***

**Letter of Understanding #2**

**October 1, 2004**

**Keith Gettman  
UFCW, Local 401  
1510 2<sup>nd</sup> Avenue South  
Lethbridge, AB T1J 0G1**

**Dear Keith:**

**Re: Start Rate**

**As indicated during our Union negotiations, Maple Leaf Potatoes will be increasing the starting rate for employees, who are performing the job “Trimming and Packaging” (employees hired subsequent to March 30<sup>th</sup>, 1994) or the job “Plant Labourer” (employees hired subsequent to March 30<sup>th</sup>, 1994) to ten (\$10.00) dollars per hour.**

**This change in the pay rate is being made as per the Collective Agreement, Article 7.1 and will be effective October 3<sup>rd</sup>, 2004.**

**If you have any questions or concerns, please feel free to contact me at (403) 380-9901 or stop by my office.**

**Sincerely,**

**Mary H. Kay  
Human Resources Manager**

**cc: Lee Gleim, Plant Manager**

**Letter of Understanding #3**

**October 28, 2004**

**Keith Gettman  
UFCW, Local 401  
1510 2<sup>nd</sup> Avenue South  
Lethbridge, AB T1J 0G1**

**Dear Keith:**

**Re: Sewage Plant Operator Rate**

**Over the past couple of years the Sewage Plant Operator position has increased in scope and the level of accountability. This position frequently acts as primary support to the Shift Manager position. The sewage plant operator will be responsible for managing the new starch system. As a result, the Company has made the decision to adjust the compensation for this position to reflect the scope and responsibility. The wage rate for the Sewage Plant Operator classification will be \$17.82.**

**This change in the pay rate is being made as per the Collective Agreement, Article 7.1 and will be effective November 1<sup>st</sup>, 2004.**

**If you have any questions or concerns, please feel free to contact me at (403) 380-9901 or stop by my office.**

**Sincerely,**

**Mary H. Kay  
Human Resources Manager**

**cc: Lee Gleim, Plant Manager  
Minh Luu**



Agreed this \_\_\_\_\_ day of \_\_\_\_\_, **2005.**

For Maple Leaf Potatoes,  
A Division Of Maple Leaf  
Foods Inc., Lethbridge, Alberta

For United Food And Commercial  
Workers Canada, Local 401

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***Management Committee:***

***Lee Gleim  
Nick Johnson  
Mary Kay***

***Bargaining Committee:***

***Keith Gettman  
Nicole Lozano  
Gerry Patterson  
Randy Ruaben***

***This Agreement was ratified on September 29<sup>th</sup>, 2004.***

## Memorandum Of Agreement

### Re: Scheduled Twelve (12) Hour Shifts for Full-Time Employees

Notwithstanding any provisions of the Collective Agreement, the following provisions will apply when employees are working scheduled twelve (12) hour shifts:

- 1) The work week will commence at 7 p.m. on Saturday and conclude at 7 p.m. on the following Saturday.

Saturday shifts will commence at 7 p.m. on Friday and conclude at 7 p.m. on Saturday.

Sunday shifts will commence at 7 p.m. on Saturday and conclude at 7 p.m. on Sunday.

- 2) There will be a two (2) week work cycle with employees working alternating weeks of forty-eight (48) hours (4 scheduled shifts) and thirty-six (36) hours (3 scheduled shifts). The Day shift will start at 7 a.m. and finish at 7 p.m. on the same calendar day and the Night shift will start at 7 p.m. and finish at 7 a.m. on the next calendar day.

- 3) When employees are working on the Night shift, they will receive a premium of sixty (60¢) cents per hour for all hours worked between 7 p.m. on the day that their shift starts and 7 a.m. on the next calendar day. This premium will not be considered as part of such employees' basic rates.

- 4) Employees will be paid at one and one half (1 ½ x) times their regular rates for hours worked in excess of twelve (12) hours per shift or in excess of eighty (80) hours in a two (2) week cycle.

Overtime shall be calculated and paid on the basis of **extra** hours worked **per** shift or in **excess of thirty-six (36) hours one (1) week or forty-four (44) hours the next week**, but not a combination of both.

- 5) The Company will grant three (3) rest periods, each of ten (10) minutes duration, spaced throughout the course of a twelve (12) hour shift.
- 6) The calendar day of observance of a public holiday for employees working twelve (12) hour shifts will be from **12:00 a.m.** on the calendar day of the public holiday **and for twenty-four (24) hours of the calendar day.**

If the calendar day of observance of a public holiday falls on a non-scheduled day or an employee working scheduled twelve (12) hours shifts, he/she will receive eight (8) hours pay at his/her regular rate for the public holiday.

If the calendar day of observance of a public holiday falls on a scheduled day for an employee working scheduled twelve (12) hour shifts, he/she will work and will be paid one and one half (1 ½ x) times his/her regular rate for all hours worked on his/her calendar day of observance of the public holiday. In addition, he/she will receive eight (8) hours pay at his/her regular rate for the public holiday.

When an employee receives eight (8) hours pay at his/her regular rate for a public holiday, such paid hours will not be considered as hours worked for the purpose of computing overtime.

- 7) Vacation pay for each week of vacation for employees shall be forty-two (42) hours at the employee's regular rate, provided that this amount shall be reduced by one fifty-second ( $1/52^{\text{nd}}$ ) for each week of absence excepting absences which are:
  - a) Due to sickness up to thirty (30) days annually or such longer periods as an employee may be entitled to receive sick pay under the Company's Sick Pay Plan, and
  - b) Up to one (1) year due to compensable accident.

Employees will be allowed forty-two (42) scheduled hours off for each week of vacation entitlement. When an employee takes a week off for vacation, he will be considered to have used either thirty-six (36) or

forty-eight (48) hours of his total hours allowed off for vacation, determined by the number of scheduled hours that he/she had in the week of vacation taken.

- 8) Regular employees will receive a premium of two (\$2.00) dollars per hour for hours worked at regular rates on Saturday shifts and a premium of four dollars and fifty cents (\$4.50) per hour for hours worked at regular rates on Sunday shifts. Such premiums will not be considered as part of such employees' basic rates.
- 9) Under the Sick Pay Plan, the three (3) day waiting period will be applied as a waiting period of twenty-four (24) scheduled hours.

Sick Pay will be paid on the basis of (the weekly amount of Sick Pay for which the employee is eligible, divided by 42) times (the number of hours for which the employee is eligible to be paid Sick Pay, to a maximum of 84 hours in a two week cycle).

In circumstances other than those referred to above, the provisions of the Collective Agreement will apply.

This Memorandum of Agreement will be in effect until September 30<sup>th</sup>, 1999 and thereafter either party can terminate this Memorandum of Agreement by giving sixty (60) days written notice of termination to the other party.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, **2005.**

For Maple Leaf Potatoes,  
A Division Of Maple Leaf  
Foods Inc., Lethbridge, Alberta

For United Food And Commercial  
Workers Canada, Local 401

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***Management Committee:***

***Lee Gleim  
Nick Johnson  
Mary Kay***

***Bargaining Committee:***

***Keith Gettman  
Nicole Lozano  
Gerry Patterson  
Randy Ruaben***

***This Agreement was ratified on September 29<sup>th</sup>, 2004.***