

Collective Agreement

Between

Maple Leaf

and

United Foods & Commercial Workers Canada

Begins:
05/01/2003

Terminates:
04/30/2008

12561 (01)

AGREEMENT BETWEEN

MAPLE LEAF PORK, A Division of Maple Leaf Foods Inc., ONE WARMAN ROAD, Winnipeg, Manitoba, hereinafter referred to as the "Company"

AND

UNITEDFOODANDCOMMERCIAL WORKERSUNION, LOCALNO. 832, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union".

WHEREAS: The Company and the Union desire to promote harmonious relations between the Company, the Union and the employees of the Company covered by this Agreement and the parties agree to the best of their ability to provide for a competitive and profitable company by satisfying the service and product quality needs of its customers.

NOW THEREFORE: The Company and the Union mutually agree as follows:

1

ARTICLE 1 PURPOSE

1.01 The Company and the Union jointly recognize the need for efficient operations that enable the Company to be competitive thereby creating an environment conducive to success. When negotiating terms and conditions of employment the parties recognize the importance of adapting to change, promoting flexibility, productivity and employee involvement in the workplace. Both parties agree that their mutual interest lies in friendly co-operation to promote the welfare of both the Company and the employees.

2

ARTICLE 2 BARGAINING AGENCY

2.01 **Maple Leaf Pork, A Division of Maple Leaf Foods Inc.** recognizes the United Food and Commercial Workers Union, Local No. 832, as the sole agency for the purpose of collective bargaining for all employees of the company known as **Maple Leaf Pork, A Division of Maple Leaf Foods Inc.** engaged in cutting operations at One Warman Road, Winnipeg, in the province of Manitoba, excluding persons performing office functions, production supervision, transportation of hogs, operation of cafeteria, janitorial services, lawn care, snow removal, security and

those excluded by the Manitoba Labour Relations Act. The Union shall exercise its rights in a manner consistent with the provisions of this collective agreement.

2.02 Contracting Out The Company will not contract out work now being performed by employees covered by the bargaining unit, except in emergency situations or work that cannot be performed by the bargaining unit employees, or for work which cannot be produced efficiently and economically in the opinion of the Company. Construction and installation is not **work** normally performed by the bargaining unit and is therefore not subject to any contracting out restrictions. The Company agrees, however, that any Maintenance Department employee who is capable of installation of new equipment or machinery shall, **as per past practice**, continue to perform that function.

ARTICLE 3 UNION REPRESENTATIVE'S VISITS

3

3.01 A full-time Union Representative, known to the management as the servicing representative will be entitled to service the unit for the purpose **of** observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented.

3.02 When entering the plant and before visiting the plant, the Union Representative shall contact the management representative and advise that they intend to visit the plant. The Company shall then allow the Chief Steward or designate to accompany the Union Representative during such visits.

3.03 Under no circumstances will a Union Representative interrupt, disrupt or stop any employee while engaged in the performance of their duties. If the Union Representative wishes to speak to any employee, permission is required first from the Operations Supervisor, who shall not unreasonably deny this request.

3.04 When in the plant, the Union Representative will follow and observe all policies governing plant operation.

4

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Company agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments 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 pay. 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) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union with any name change of employees, and names and termination dates of employees who have terminated their employment in that accounting period.

4.02 Each year the Company shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip for each employee.

4.03 The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees. The contents of such letter must be agreed upon by the Company.

4.04 The Company agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the 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.

4.05 The Company shall provide the Union with a list containing the current names, addresses and telephone numbers of all bargaining unit

employees whenever a written request to do so is received from the Union. Such written requests will not be made more than three (3) times per year.

5

ARTICLE 5 UNION MEMBERSHIP

5.01 The Company agrees that it shall be a condition of employment that any employee, who at the date of signing of this Agreement is a member of the Union in good standing shall maintain such membership. Employees hired on or subsequent to the date of the signing of this Agreement shall as a condition of employment become members of the Union within thirty (30) days following the date of their employment, and shall thereafter maintain membership in the Union in good standing. Employees who have not completed their probationary period at the date of the signing of this Agreement shall similarly be required to become members of the Union within thirty (30) days following that date.

5.02 The Company will procure from such new and probationary employees the necessary membership applications and the membership in the Union shall be granted within the above mentioned thirty (30) day period. For the purpose of this Agreement, employees who are or who become members shall be deemed to maintain membership in the Union in good

standing, provided they pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly dues and periodic assessments uniformly required of all members of the Local Union. The Company will inform the Union Steward within forty-eight (48) hours of all new employees.

5.03 UFCW Insignia Stickers

Employees who so desire will be permitted to attach one (1) UFCW insignia sticker to the front of their hard hats. Where this is done, it is the employee's responsibility that the sticker remains properly attached and in good condition.

5.04 No Discrimination

It shall continue to be the policy of the Company and of the Union not to discriminate against any employee because of race, colour, creed, ethnic or national origin, gender, sexual orientation, family status, physical or mental handicap, marital status or Union activity.

ARTICLE 6 MANAGEMENT

6

6.01 The Management of the Company and the direction of the working force, including the right to plan, direct and control working 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, to

suspend, transfer, promote, demote, discipline and discharge employees for just cause are to be the sole right of the management.

6.02 The Company shall be the sole judge as to the merchandise to be handled.

6.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth, the management, therefore, retaining all rights not specifically covered in this Agreement provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement. The Company agrees that it will exercise its management rights in a manner consistent with the provisions of this collective agreement.



ARTICLE 7 UNION STEWARDS

7.01 The Company agrees to recognize all Union Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Company further recognizes the right of the Union Stewards to oversee the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and/or grievances to management. Union Stewards shall be regular employees of the Company, and the Company shall be advised immediately by the Union of

any change in Union Stewards. The parties agree that no more than two (2) Union Stewards shall be present at any meeting with management.

7.02 Orientation

The Plant Manager or Foreperson shall introduce new employees to the Union Steward in the Department, who will then arrange time, either during lunch or coffee breaks, 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.

7.03 Grievance Investigation

The Union Steward shall be allowed time off, with pay, during regular working hours, for the purposes of investigating any grievances. Stewards requesting time off the job to investigate grievances must make their request through their foreperson. Within one (1) hour of such request the Steward will be released providing the efficiency of the operation will not be affected.

7.04 The Company shall not discriminate against any member of the bargaining unit and/or Union Steward for exercising their rights under the terms of the Collective Agreement.

7.05 Union Stewards shall be allowed to wear their Union Steward badge while on duty.

**ARTICLE 8
GRIEVANCE PROCEDURE**

8.01 Should any differences arise between the Company and the Union or between the Company and the employees, or between the employees of the Company, or should any local trouble of any kind arise in the plant pertaining to matters involved in this Agreement, or incident to the employment relations, there shall be no strike, stoppage, slowdown, or suspension of work on the part of the Union or its members, or lockout on the part of the Company, on account of such dispute. An earnest effort shall be made to settle all such matters immediately in the following manner and order.

8.02 The Union Shop Committee, as indicated in Article 7.01, who shall be regular employees of the Company, shall handle all grievances and dealings with the management. Not more than two (2) members of the Shop Committee shall be present at any meeting with management.

8.03 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, shall be forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week.

8.04 All grievances must be submitted in writing.

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

- Step 1:** The employee and/or the Union Steward shall first informally discuss the concern at a Step 1 meeting with the immediate supervisor. The immediate supervisor ~~will~~ respond to the Union Steward in writing within five (5) working days (this does not include weekends or statutory holidays) of the Step 1 meeting.
- Step 2:** If a satisfactory settlement is not reached, or the immediate supervisor does not reply within five (5) working days, a formal grievance is written and filed with the Company.
- Step 3:** The Union Representative or Representatives may take the matter up with the Company officials designated by the Company to handle Labour Relation 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 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

8.06 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 Article 9 - Arbitration.

8.07 **Rate of Pay Grievance**

When a grievance which is not a matter subject to Appendix A-2 and A-3, and which affects the rate of pay of any employee is not amicably disposed of but subsequently is settled satisfactorily, and as a result of such settlement the wages of the employee are increased, such increase shall be made retroactive to the date of which the error was made but not more than sixty (60) days prior to the grievance being initiated in writing.

8.08 **Company and Union Grievance**

Either the Company or the Union may initiate a grievance. Such grievance will commence at the **third** step. If a grievance is filed as a result of action of officials of either the Company or the Union it shall be dealt with beginning with the **third** step as set out in this Agreement.

8.09 **Grievance Meetings**

Grievance meetings shall continue to be held on Company time during regular hours, and members shall be paid for the time they would normally be working in their department.

9.01 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 9.02.

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.

9.02 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. Paul Teskey
- (2) Mr. William Hamilton
- (3) Mr. Blair Graham
- (4) Mr. David Marr

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.

9.03 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 four 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.

9.04 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.

9.05 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 he or she deems advisable.

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

9.07 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 9.05 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.

9.08 It is the intention of the parties that this Article 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 8 of this Agreement.

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

10

ARTICLE 10 DISCIPLINE

10.01 No employee shall be disciplined by management without a Union Steward being present.

10.02 **Removal of Disciplinary References**

The Company will remove all disciplinary references from the employee's personnel file twenty-four (24) months following the date of occurrence, after which the Company shall not use any such disciplinary references against the employee at a later date. This time frame of twenty-four (24) calendar months shall not include periods of layoff or periods of leave of absence without pay

10.03 **Access to Personnel File**

Employees covered by this Agreement shall have access to their own personnel file upon request. The employee may review their file in the presence of a member of management. Should the employee wish to be accompanied by a Union Steward, except for purposes of grievance investigation, such time will be unpaid.

10.04 **Progressive Discipline Policy**

The parties recognize the advantage of a progressive discipline policy. The Company agrees to post such policy. It is further understood that nothing in this Article limits in any way the Union's right to grieve any and all discipline.

ARTICLE 11 WAGES

11

11.01 Provisions respecting the application of rates of pay for all employees shall be as set out in Appendix B and form part 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 job classification rate.

11.02 **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. Employees must notify management of their injury before leaving the workplace.

**ARTICLE 12
PREMIUM PAY****12.01 Night / Off-Shift Premium**

A night premium of fifty (50¢) cents per hour will be paid for all shifts, other than day shift. All hours beyond 3:00 p.m. (other than overtime) will have an off shift premium of fifty (50¢) cents per hour. Such premium shall not be considered part of such employee's basic rate.

12.02 Lead Hand Premium

An employee designated as a lead-hand by management shall be paid **seventy-five (75¢) cents** per hour for all hours worked as lead hand.

12.03 Corporate Trainer

An employee designated as a Corporate Trainer by Management shall be paid an additional **fifty (50¢) cents** per hour for all hours worked as a Corporate Trainer.

**ARTICLE 13
HOURS OF WORK**

13.01 The work week shall be forty (40) hours to be worked as follows:

- (a) An employee shall be scheduled five (5) days at eight (8) hours per day, Sunday to

Saturday inclusive. The Company agrees that a four (4) day ten (10) hours per day workweek may be established during the life of this agreement, providing agreement is reached between the Company and the Union.

- (b) The Company agrees to guarantee to its employees on payroll prior to August 27, 2000, a minimum of thirty-seven (37) hours pay in one (1) week, including overtime hours worked of up to five (5) overtime hours per week. Employees hired on or after August 27, 2000 will be guaranteed a minimum of thirty-two (32) hours pay in one (1) week, including overtime hours worked up to five (5) overtime hours per week. (One overtime hour worked shall count as one hour for the purpose of calculating up to five hours so mentioned. This minimum guarantee in Article 13 does not apply to students or temporary employees.)
- (c) All employees requested to report for work on any given day shall be guaranteed at least four (4) hours pay for that day
- (d) In the event of one (1) general holiday falling on a non-scheduled day, the guarantee shall be increased by eight (8) hours. If two (2) general holidays fall on non-scheduled days in the same week, the guarantee shall be increased by sixteen (16) hours.

- (e) If an employee is late or absent on a day that his or her gang works, such employee shall have that portion subtracted from the thirty-seven (37) hours.
- (f) An employee who is called into work after the commencement of the payroll week shall be guaranteed the fraction of thirty-seven (37) hours of work which the number of days remaining of the payroll week is of his or her scheduled work week.
- (g) If an employee's notice of lay-off extends into the following week, he or she shall be guaranteed that portion of the guarantee of thirty-seven (37) hours.
- (h) When the Company is forced to close by a Government Statute, whether Provincial or Federal on a non-paid holiday, eight (8) hours will be deducted from the guarantee for that week.
- (i) In the event of closure of the plant or a substantial portion of the plant as a direct result of an Act of God, fire, flood, livestock epidemic, lay-off notice and guaranteed hours will not apply.
- (j) **Maintenance employees who are called in off shift by the employers shall be paid a minimum of four (4) hours pay at the overtime rate.**

13.02 **Change in Shift Schedule**

- (a) No employee schedule shall be changed

without at least forty-eight (48) hours prior notice from the start time of their existing shift.

- (b) In the event it becomes necessary to change an employee's weekly schedule without at least forty-eight (48) hours prior notice from the start time of their existing shift, time and one-half will be paid for any work performed in the first shift of the new schedule.
- (c) In the event it becomes necessary to change an employee's daily start time without at least forty-eight (48) hours prior notice from the start time of their existing shift, time and one-half will be paid for any work performed outside the existing shift.

The Company agrees that senior employees will be given consideration not to have their weekly schedule fall on Saturday and Sunday, providing other qualified employees can be scheduled for Saturday and Sunday.

13.03 The Company agrees that it will not stop the main break operation except in the event of an emergency defined as major breakdown (e.g. One of the primal lines cannot operate), no hogs available, frozen hogs, or hogs are too hot.

ARTICLE 14 OVERTIME

14

14.01 Employees may be requested to work in excess of their regular daily work shift of eight (8)

hours per day, or ten (10) hours per day, or forty (40) hours in any one week, and the employees agree to cooperate with the Company in that regard, but no employee shall be required to work an unreasonable **amount of overtime. It is further understood that an employee will not be required to work overtime if reasons satisfactory to the Company are supplied.**

14.02 Overtime shall be paid at time and one-half for all hours worked in excess of eight (8) hours per day, or ten (10) hours per day, if an employee works a five (5) day week, beyond the normal scheduled shift on a daily or weekly basis, minimum eight (8) hours per day, or ten (10) hours per day, or forty (40) hours per week. Double time shall be paid for all hours worked on the second overtime shift worked or seventh shift (7) worked in the same week.

14.03 The Company agrees to pay overtime at the rate of one and one-half (1-1/2) times the regular rate for all hours worked in excess of the daily schedule of hours in any one (1) shift, or forty (40) hours in any plant week, whichever is greater.

14.04 Overtime shall be paid for all time worked before an employee's scheduled starting shift and for work during noon hours or after their scheduled end of their shift, provided the employee works their normal regular hours of work.

14.05 Requests for Overtime

When overtime is necessary, the Union Steward of the department concerned and the employees shall be notified as soon as possible before the shift ends.

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. Overtime will then be offered **in** order of seniority to qualified employees within the department. Finally, overtime will be offered in order of seniority to qualified employees outside the department.

It is further understood that the efficient operation of the business may require overtime and in this event the most junior employee(s), subject to Article **14.01**, on the shift, by classification, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work, but no employee shall be required to work an unreasonable amount of overtime.

For the purpose of Article **14.05**, General Labour **1** and **2** will be combined into one **classification**, Semi-Skilled **1** and **2** will be combined into one classification and Skilled **1** and **2** will be combined into one classification.

If any qualified employee is inadvertently missed in this rotation more than one time in a row, then the Company agrees to pay said employee the amount of overtime that said employee should have worked had the Company followed the above procedure.

14.06 Overtime Meal

An employee who works the accumulated two (2) hours or more in addition to the shift he/she is scheduled on a day will be furnished with a meal by the Company to be eaten on Company time, not to exceed thirty (30) minutes at straight time. If by mutual agreement between the Company and the employees, the decision is made to work overtime without a meal and time to eat it, the Company will provide for a seven (\$7.00) dollar meal allowance in addition to one-half (1/2) hour at straight time rates for eating time.

15

ARTICLE 15 GENERAL HOLIDAYS

15.01 (a) The Company agrees to pay all regular employees eight (8) hours at their regular rate of pay for ten (10) paid general holidays, namely:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other days declared by the Federal and Provincial Government.

(b) The above General Holidays indicated in 15.01 (a) above shall be observed during the life of this collective agreement the following dates:

Holiday	YEAR1	YEAR2	YEAR3	YEAR4	YEAR5
Canada Day	June 30/03	July 2/04	July 1/05	June 30/06	July 2/07
Civic Day	Aug. 4/03	Aug. 2/04	Aug. 1/05	Aug. 7/06	Aug.6/07
Labour Day	Sep. 1/03	Sept. 6/04	Sept. 5/05	Sept.4/06	Sept.3/07
Thanksgiving	Oct. 13/03	Oct. 11/04	Oct. 10/05	Oct. 9/06	Oct. 8/07
Remembrance Day	Nov. 11/03	Nov. 11/04	Nov. 11/05	Nov. 10/06	Nov.12/07
Christmas Day	Dec. 25/03	Dec. 23/04	Dec. 23/05	Dec. 25/06	Dec.25/07
Boxing Day	Dec. 26/03	Dec. 24/04	Dec. 26/05	Dec. 26/06	Dec.26/07
New Year's Day	Jan. 01/04	Dec. 31/04	Jan.2/06	Jan.1/07	Jan.1/08
Good Friday	Apr.9/04	Mar.25/05	Apr.14/06	Apr.6/08	Mar.21/08
Victoria Day	May 24/04	May 23/05	May 22/06	May 21/07	May19/08

If a statutory holiday does not fall on a work day within the scheduled work week of an employee, he or she shall, at the discretion of the employee, receive either an additional eight (8) hours' pay or another day off with pay, within thirty (30) calendar days, or a day mutually agreed upon between management and the employee, in addition to all hours worked and paid in the week of the statutory holiday, providing the employee qualifies as per Article 15.04.

15.02 In addition to the general holidays named above, employees who have completed their probationary period within the contract year shall be granted an individual holiday to be taken at a time agreed upon between the Company and the employee. Except by permission of the Plant Superintendent, an individual holiday shall not be granted during the period of June 1 to September 30. Should the plant be required by law to observe any holiday other than the ten (10) named above, such holiday shall replace this individual holiday. If said statutory holiday is not taken by the employee by the end of the contract year, said holiday shall be paid out.

15.03 If work is performed on any of these general holidays, they shall be paid in addition to their regular holiday pay, double their regular rate for all hours so worked. It is recognized that in view of the nature of the Company's business, work on statutory holidays may be required by the Company

15.04 Eligibility

In order to qualify for any general holiday pay, an employee must be in attendance at work on the scheduled work day preceding and scheduled work day following said holiday, unless there is a justifiable reason for the absence.

15.05 If one of the agreed holidays falls during the annual vacation of an employee, he or she may elect to receive an extra day's pay or an extra day off with pay at the time the day is taken off. Employees must make such election prior to commencement of his or her vacation. **If an employee elects to take an extra day off it will be scheduled after all full weeks of vacation have been booked, and it will be subject to the needs of the business as determined by management which shall not be unreasonably applied.**

ARTICLE 16 REST PERIODS

16

16.01 There shall be a paid fifteen (15) minute rest period in the forenoon and a paid fifteen (15) minute rest period in the afternoon provided more than two (2) hours have been worked. In cases of emergency, the Company may schedule breaks as it deems necessary, but in no event shall coffee breaks be taken sooner than one- and one-half hours worked since the employee's

starting time or one and one-half hours after returning from lunch. The paid rest periods shall be midway through each work shift. There shall be an exception to the taking of coffee breaks one and one-half (1-1/2) hours since the employee's start or return from lunch in the event of breakdown of machinery, shortage of hogs, or similar unforeseen circumstances.

16.02 The Union agrees that, except in cases of personal necessity, employees shall not ask for additional time off during the workday and that abuse of personal breaks shall not be condoned. **The Union agrees to work with the Company to deal with employees who are abusing personal breaks.**

17

ARTICLE 17 CLEAN UP TIME

17.01 Employees will be allowed sufficient clean up time with pay prior to the end of their shift in order to meet the sanitation expectations of the Company. Employees must punch out prior to changing into their street clothes. The allotted clean up time that extends beyond the normal shift end due to employees being required to work, ~~will~~ be paid at the rate of time and one-half (1-1/2) the employee's regular rate.

18.01 Vacations will be based on service computed to May 1st in the year in which the vacation is to be taken. On May 1st of each year, each employee shall become entitled to a vacation with pay on the following basis:

- (a) Employees who have not had their first vacation will receive two fifty-seconds (2/52) of one week's vacation with pay for each week's service computed to May 1st.
- (b) Employees will receive vacations with pay based on years of service as follows:

Vacation Pay

After 1 year of service	2 weeks
After 5 years of service	3 weeks
After 10 years of service	4 weeks
After 19 years of service	5 weeks
After 25 years of service	6 weeks

- (c) **Completion of Required Service After May 1st**

Employees who, after May 1st and prior to the end of the calendar year reach the service required to entitle them to an additional week of vacation in accordance with the vacation scale set out in Section (b) above, will become eligible for such additional week of vacation on completion of the required years of service. If circumstances permit, such week may be granted earlier in the year.

- (d) Upon termination of employment, or resignation from employment, employees shall be paid vacation pay earned and not paid to date of termination.

18.02 Vacation pay shall be reduced by one fifty-second ($1/52$) for each week of absence during the previous vacation year excepting absences which are:

- (a) with permission up to twenty (20) working days annually,
- (b) on leave of absence for union business up to three (3) months annually,
- (c) due to layoff up to sixty (60) working days annually,
- (d) up to twelve (12) consecutive months from the date of injury due to compensable accident covered under Workers Compensation Benefits,
- (e) up to twelve (12) consecutive months from date of illness or injury for employees covered by Weekly Indemnity or LTD benefits.

At the end of the vacation year, following twelve (12) months of absence, an employee will be paid his or her outstanding vacation entitlement, and upon return to work thereafter, will commence to accrue vacation pay for the following vacation year.

An employee will be considered as having returned to full-time employment upon completion of two (2) consecutive weeks of regular work for purposes of any new entitlement under

this provision, unless the subsequent absence is unrelated to the original illness or injury.

18.03 “Vacation Pay” shall be based on forty (40) hours at regular rates for each week of eligibility.

18.04 **Vacation Scheduling**

Vacations may be granted at any time subject to the demands of the business. The Company shall be responsible for posting each department vacation entitlement list, **including the number of employees allowed off in each week**, by February 1st of each year within each department. The vacation entitlement list shall reflect each employee’s projected vacation entitlement as at April 30th of that year. The employees shall be responsible to indicate their preference of vacation dates by April 10th of that year. Employees who fail to indicate their choice within this period shall not have preference in choice of vacation time where other employees have indicated their preference and the Company shall give priority according to seniority within each department. The approved vacation schedule shall be posted no later than May 1st. Approved vacation schedule shall not be changed unless mutually agreed upon by the employee and the Company.

Prior to posting the vacation entitlement list, the Company will meet with the Chief Steward to review the list. The Company will make its best effort to allow an optimal number of employees off in a given week in order to

balance the vacation preferences of employees with the needs of the department.

In regard to requests to schedule unused vacation after the schedule has been posted, the following will apply: The Company will make its best efforts to accommodate the employees' requests, provided at least one (1) week's notice is given. Subject to the operational needs of the department, the Company will grant the additional vacation request up to the number of employees previously set to be away on vacation for that department.

The Company will consider individual requests to schedule unused vacation in less than one week blocks. It is understood that such days ~~off~~ will be scheduled after normal vacation entitlement.

18.05 Employees must take the annual vacation to which they are entitled. Wages shall not be paid in lieu of vacation.

Vacation shall be shown as a separate item on the pay stub.

Vacations cannot be accumulated from year to year.

19

ARTICLE 19 PROBATIONARY PERIOD

19.01 Any employee who is hired by the Company shall be on probation for their first six (6) months. The probationary period will be

extended by the number **of** days absent from the initial **six (6)** month period. A probationary employee whose service with the Company is interrupted by termination **of** employment, and who is rehired by the Company, will receive full credit for all past service with the Company provided the employee is rehired within twelve (12) months of their original date **of** hire. The Company, at its discretion, may discharge any probationary employee within the above time limits and said employee shall not have recourse to the Grievance or Arbitration articles of this Agreement. **The probationary period may be extended by mutual agreement. The Union agrees that such agreement will not be unreasonably withheld.**

ARTICLE 20 SENIORITY

20

20.01 Seniority shall be established from the date an employee first entered the employ of the Company. For employees starting on the same day, their seniority shall be determined by the time and date of their employment interview with the employee who was interviewed earlier having seniority over other employees starting the same day.

20.02 **Seniority Lists**

The Company shall make available for each department a seniority list, these lists shall be available to Union Stewards or Union

Representatives. If requested, copies of the seniority list will be sent to the Union Representative in writing in January, April, July, and October of each year.

20.03 Employees transferred from one (1) department to another carry their seniority with them.

20.04 **Discharge, Termination or Layoff**

The seniority of an employee will be considered broken, all rights forfeited and the employee will be terminated when the employee:

- (a) Voluntarily leaves the service of the Company or is discharged for just cause.
- (b) Fails to return to work when recalled within three (3) calendar days or cannot be located after reasonable effort on the part of the Company.
- (c) Has been out of employment for a period of twelve (12) calendar months or longer.
- (d) Uses Leaves of Absence for any purpose other than the reason granted.
- (e) has been absent from work due to illness or injury for **twenty-four (24) months** and cannot be accommodated **within the workplace in accordance with the Company's Return to Work Policy:**
 - (1) **Prior to an employee who is absent from work due to illness or injury being terminated, the Company**

and the Union will meet to discuss the particular circumstances of the employee in question.

- (2) If the parties are unable to agree on the status of the employee, including their eligibility for benefits, the Union maintains the right to grieve the decision of the company.

20.05 If an employee is temporarily absent from work because of accident or sickness, he or she shall not lose seniority rights and shall return to the position held prior to the absence or to one of equal rating, providing that such employee possesses ability and physical fitness to qualify for that position.

20.06 Employees absent for three (3) consecutive working days, without good or sufficient reason, who fail to notify a member of Management during that time of reason for absence, shall be considered to have quit their employment voluntarily.

20.07 Seniority shall be the governing factor in matters of job posting (except for lead hand and corporate trainer), layoff, recall, and choice of vacation schedule, providing the employee has the ability to perform the normal functions of the job requirements.

ARTICLE 21
VACANCIES / CATEGORIES /
CLASSIFICATION POSTINGS

21.01 It is understood that employees who post to a lower classification will be paid the rate of the job to which they post.

21.02 Category vacancy(ies) (newly created positions or positions that have been vacated by an employee or any additional positions that are required by the Company to meet its business obligations, shall be considered as a category vacancy), when the Company determines that there is a permanent vacancy shall be posted on the bulletin board for three (3) working days within seven (7) working days from the date the category vacancy has been created and are to be filled. Said category vacancy to be filled shall be awarded within thirty (30) calendar days from the end of the three (3) day posting, providing the remaining employees can satisfactorily and efficiently perform the work required, but in the event said category vacancy shall be awarded within forty-five (45) calendar days.

The Company will provide copies of job postings, applicant lists and the name of individual(s) awarded the job to the Chief Steward.

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 vacancy, provided they

meet the requirements as defined in Article 21.02.

In the event that the Company posts a position(s) in order to hire additional employees as indicated above, and no employees within the plant apply for said position(s), then the Company shall be free to hire employees who are not presently in the employ of the Company. It is understood that if an internal applicant has the ability to perform the job as determined by Management, that said employee shall be awarded the position except as indicated in Article 21.03.

Job postings shall identify the category, hours of work, which means the starting and quitting time, and the work centre or department.

Successful applicants under this provision may not apply for a further category or classification posting until they have completed nine (9) months of credited service in the position. **Successful applicants who are removed by the company will not be subject to the nine month bar.** 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, weekly indemnity, personal leave of absence, or vacation for more than one month shall be bypassed when granting the bid position.

21.03 It is understood, however, that an employee with seniority must possess the

knowledge, training, ability and physical fitness for the vacant position, which shall be tested when the Company gives the senior employees a training period as follows: General Labour - 1 day; General Labour 2 - 2 days; Semi-skilled - 5 days and Skilled - 10 days, to demonstrate his knowledge, training, ability and physical fitness for the position to which the employee applied.

The Company agrees that the training periods indicated above are the period of time that the Company assign in order to form an opinion as to whether or not an employee will eventually be able to perform the work without instruction or assistance. The Company agrees that during said training period said employee shall be paid the rate of pay of the position he is training for.

An employee cannot qualify for the category or classification if said employee is causing serious loss or damage to product or equipment or inefficiency in the operation. Under these circumstances, the employee may be removed at any time and returned to his or her former position.

An employee who successfully bids on a position may opt to return to their former position at any time during the training period without penalty. An employee can exercise this option only once every calendar year.

If the employee selected has performed the said category or 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 category or classification content has not substantially changed.

21.04 Employees hired for Sanitation will not be eligible to apply for category or classification postings until they have completed nine (9) months of credited service in the Sanitation Department.

21.05 Employees will not be prevented from applying for a vacancy even if the vacancy represents a lateral job bid. The parties agree that the company may limit the number of lateral job bids that are awarded but the Company agrees not to be unreasonable in such determination.

ARTICLE 22 JOB ROTATION WITHIN CATEGORIES

22

22.01 The Job Rotation Committee will identify the positions within each category and employees will be allowed to rotate jobs within their categories in order to promote greater productivity, safety on the job, and job satisfaction. The Job Rotation Committee 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 Job Rotation Committee,

consistent with the objectives of the rotation system.

The Company agrees to form a job rotation committee composed of two (2) employees designated by the Union, one of whom may be a full time Union Representative, and two (2) company representatives designated by management, one of whom shall be the Operations Manager.

In identifying the position(s) within each category for rotation, the committee shall take into consideration the safety and ergonomic needs of the employee(s), their ability to do other job(s), and the length of time that employee(s) have been working on a similar job. The Company agrees that not necessarily all jobs will rotate.

Company agrees that no job shall be performed for longer than four (4) hours. Said committee shall meet not less frequently than once per calendar month.

23

ARTICLE 23 RELIEVING RATES OF PAY/ TEMPORARY ASSIGNMENTS

23.01 Variations in volume of work frequently require the temporary transfer of employees from one category to another. Decisions to temporarily transfer an individual to another category will be based on the need to continue efficient operations.

In the event the Employer is aware of the need for a temporary reassignment, the Company will inform all affected employees of all available temporary reassignments and then ask for qualified volunteers by seniority. If there are insufficient volunteers, the Company will assign the junior qualified applicant to perform the temporary assignment.

It is understood, however that an employee may not qualify for a temporary assignment that involves a job rotation unless they are qualified to perform all of the jobs involved in the rotation.

An employee reassigned to another department for five (5) hours or more in a given day will become a member of that department for all intents and purposes under the Collective Bargaining Agreement for the entire term of the temporary reassignment.

23.02 Any employee who is temporarily assigned to work in a higher paying classification or category shall receive the higher rate of pay for all time so employed.

23.03 Any employee who is temporarily assigned to work in a lower paying classification or category at the request of the Company shall nevertheless continue to receive his or her higher rate of pay for all time so employed.

23.04 Employees temporarily transferred to a lower rated category or classification at their own request or on the advice of a physician

shall receive the rate of such category or classification commencing with their first full shift on the lower rated category or classification. However, employees temporarily transferred to a lower paid classification or category due to a workplace injury will continue to receive their higher rate of pay.

24

ARTICLE 24 STUDENT and TEMPORARY EMPLOYEES

24.01 A student employee is an employee who is registered full-time in a recognized educational institution. A temporary employee is an employee who is not permanently or regularly employed by the Company. A student or temporary employee is an employee hired by the Company to replace vacationing full-time employees, unexpected increase in volume fluctuations, or excessive absenteeism. Such employees will be identified to the Union. No student or temporary employee shall be hired while any regular employees are laid off. The Company agrees that it will not hire students or temporary employees if there is sufficient work to create a full-time permanent category or classification.

24.02 Student employees or temporary employees shall be employees as contemplated by the Collective Agreement except that a student or temporary employee will not work more than 22 weeks cumulative in any calendar year,

or 110 scheduled days in any calendar year. **In addition to the time period listed above student employees or temporary employees may work the two weeks at Christmas/New Year's and the one week of spring break.**

24.03 Students or temporary employees may apply prior to their date of termination to become regular employees and if accepted will be given full credit for rates of pay and seniority accumulated to the last date worked as a student or temporary employee as long as their service/seniority is not broken.

24.04 Temporary employees may work less than forty (40) hours in any week, or may not work any hours in any one week.

ARTICLE 25 LAYOFF AND RECALL FROM LAYOFF

25

25.01 Layoff Notice

In the case of layoff of employees with less than six (6) months of service, 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.

25.02 Layoffs and re-employment shall be based on seniority, i.e., the last hired shall be the first laid off, and the last laid off shall be the

first re-hired, provided the senior employee is capable of doing the work to be performed, or can qualify reasonably quickly. Those given such opportunity to qualify must within one (1) week demonstrate ability to perform the assigned category or classification satisfactorily.

25.03 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 Committee.

26

ARTICLE 26 LEAVE OF ABSENCE

26.01 **Union Leave**

The Company agrees to grant leave of absence to employees on Union business. When an employee is granted such leave of absence for Union business of up to one week, the Company agrees to pay the employee involved for all wages and benefits as the employee would have received had he been at work, and the Union agrees to reimburse the Company upon receipt of billing.

26.02 **Personal Leave**

Subject to the needs of the business, leave of absence up to six (6) months may be

granted by the Company to an employee with one (1) year's service provided reasons stated are sufficient.

26.03 **Bereavement Leave**

Where an employee is absent or loses pay to arrange or to attend a funeral for mother, father, stepmother, stepfather, sister, brother, husband, wife (including legally recognized common law spouse), son, daughter, mother-in-law, father-in-law, or grandparent, such employee shall be reimbursed at his or her regular rate for regular hours lost up to three (3) regular days. Where an employee is absent and loses pay to attend the funeral for a sister-in-law, brother-in-law, grandchild, daughter-in-law, son-in-law, or **grandparent-in-law**, he or she shall be reimbursed at his or her regular rate for regular hours lost of up to eight (8) regular hours.

26.04 **Jury Duty/Witness Leave**

An employee summoned to appear or required to serve jury duty or one who has been served with a subpoena to appear as a witness for the Crown or as a witness for the Company shall be paid the difference between what such employee would have earned for his or her scheduled hours at his or her paid rate and the court fee received. Employees should notify their foreperson as soon as possible after receipt of notice of selection for jury duty or after the receipt of the subpoena to appear as a witness. The Company may require the employee to furnish a certificate of service from an officer

of the court before making any payment under this section. The employee will come to work during those regular hours that he or she is not required to attend the court. The Company agrees that employees on the Night shift, prior to serving on jury duty or ending jury duty shall be considered as an eligible day to be paid as indicated above.

26.05 **Maternity/Parental Leave**

A female employee who has been employed by the employer for seven (7) **consecutive** months or longer, shall be **eligible for a granted maternity leave** of absence by the Employer. **Said employee is required to provide written notice to the Employer where possible at least four (4) weeks before the expected birth, but in any event no later than two (2) weeks after they stop working, including a medical certificate stating the estimated date of delivery.** Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to work immediately following her maternity leave, she must make application, in writing, and give the Employer a minimum of four (4) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

Seniority shall accrue during a maternity leave of absence and benefits accumulated prior to said leave shall be maintained.

Parental Leave

(1) Entitlements

Every employee

(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

(iv) has been employed by the Employer for seven (7) **consecutive** months or longer

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

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks.

(2) Commencement of Leave

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. The employee will decide when his or her parental leave is to commence.

(3) Late Application for Parental Leave

When an application for parental leave under 12.05 1(a) above is not made in accordance with 12.05 1(b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the full thirty-seven (37) week leave period.

(4) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced, or in a comparable position with not less than the same wages and benefits if the position they occupied no longer exists.

(5) E.I. Benefits

Eligible employees will be entitled to collect E.I. benefits in amounts and for a time period as provided for under the E.I. Act.

(6) Seniority shall accrue during a parental leave of absence and benefits

accumulated prior to said leave shall be maintained.

- (7) Benefits provided for in this article are in addition to any and all maternity leave benefits that are available to an employee.
- (8) If the Employment Standards Code changes in the Province of Manitoba to allow for time off for maternity/parental leave, the Employer agrees to abide by the new regulations.

26.06 For employees on leave of absence for one (1) month or more, other than for illness, injury, or Union business, pension contributions may be continued for a maximum of one (1) year by remitting monthly in advance to the Company, the cost of such benefit.

ARTICLE 27

SAFETY AND HEALTH

27

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

27.02 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. 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.

27.03 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.

27.04 No employee shall be sent from one (1) working extreme condition to another in the same day, such as from a killing floor to a freezer or cooler; up to ten (10) minutes will be a cooling off period.

27.05 First aid shall be available for workers on both day and night shifts.

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

27.07 Protective devises and other equipment not indicated in 27.08 deemed necessary to properly protect employees from injury shall be provided by the Company.

27.08 **Protective Clothing/ Equipment**

Laundered cooler coats, pants (shirts as required), aprons, rubber footwear, wetwear, mousetraps, knives, steels (knife sharpener only), 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.

27.09 Tools

All tools will be supplied by the Company.

27.10 **Safety Boots / Rubber Footwear**

The Company will reimburse up to **seventy-five (\$75.00) dollars** per year upon production of a receipt by the employee, towards the cost of safety boots (and earlier due to normal

wear and tear and for the Maintenance Department, with approval of the Supervisor). **Employees who leave the service of the Company prior to completion of their probationary period will have the boot allowance deducted from their final pay.**

27.11 **Health and Safety Co-operation / Reduction of Accidents & Injuries / Ergonomics**

The Company agrees 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 ergonomics 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.

27.12 The Company agrees to provide the Union with a list of modified duties jobs to assist employees to return to work following an injury. Said list shall not include regular rotational positions. The Company may change or delete such jobs as it deems necessary at its sole discretion.

ARTICLE 28 PENSION PLAN

28

28.01 The Company will administer a defined contribution pension plan. Under this arrangement, all new employees, transferred or hired must join the new defined contribution plan after they have completed two (2) years' service. Employee/ Employer contributions shall be two (2%) percent of regular earnings.

28.02

Eligibility: New Hires: first of the month following 2 years from date of hire.

Contributions: Employee - 2% of regular earnings, Overtime, shift premium, etc. excluded.

Employer - match of employee contributions.

Vesting: After two years of plan membership.

Investment Options:

a) Guaranteed Accounts (3)

b) Balanced Funds (2)

29

ARTICLE 29 UFCW RETIREMENT SAVINGS PLAN

29.01 Upon written request of an employee, the Company agrees to deduct from such employees' pay on each payday, a retirement savings plan deduction, and forward a total of such deductions to the plan within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

30

ARTICLE 30 E.I.C. PREMIUM REDUCTION

30.01 It is agreed that in reaching the terms of settlement of these negotiations, there shall be no obligation on the Company to pay E.I.C. premium rebates in any form whatsoever to the Union. This agreement may be altered only if new government legislation clearly supersedes this contract making the payment of E.I.C premium rebates mandatory.

ARTICLE 31
BULLETIN BOARDS

31

31.01 The Company shall designate space for the Union bulletin board at conspicuous places throughout the plant and shall further allow the Union Representatives or the Chief Steward to post notices concerning matters that are of direct interest to the Union and the employees covered by this Collective Agreement. These bulletins shall be submitted to management for approval before posting.

ARTICLE 32
PLANT CLOSURE/SEVERANCE PAY

32

32.01 When it becomes necessary to permanently close the plant or substantial portion of the plant such employees whose service is permanently terminated because of such closure shall receive severance pay in accordance with the table set out in this article, but no such payment will be made to:

- (a) an employeewithlessthanone(1)year's seniority.
- (b) an employee granted retirement or pension.
- (c) an employeedischargedfor cause within the period of notice.
- (d) an employee who applies for a vacancy in another plant of the company and is hired by the plant.

- (e) an employee who has been on layoff under Article 15, for a period of thirty (30) calendar days or more prior to the date of notification of closure.

32.02 Severance pay shall not apply where closedown follows, or is caused through any strike, walkout, stoppage, slowing down or other cessation of work by employees of this facility.

32.03 When an employee receives severance pay, all his/her rights and privileges including seniority cease.

32.04 In the event that Manitoba legislation provides for a greater benefit upon termination of employment due to a full or partial plant closure such legislation will take precedence over this provision.

32.05 **Labour Adjustment Committee**

The parties agree to participate in a labour adjustment committee and to discuss terms of closure.

32.06 **Severance Pay**

Employees eligible for severance pay in accordance with this Article shall receive five hundred (\$500.00) dollars for each completed full year of seniority as of the closing date.

ARTICLE 33
TECHNOLOGICAL CHANGE

33

33.01 The Company agrees to notify the Union ninety (90) days in advance of any technological change that is likely to affect the terms and conditions, or the security of employment of a significant number of employees. Where only a few employees are affected, the parties will discuss the effective date of change.

33.02 Any employees displaced due to a technological change will be able to utilize his or her seniority rights to retain employment and will be trained for any position in existence within the bargaining unit to which such employee's seniority entitles him or her.

33.03 Any employee displaced due to a technological change shall not receive less than the rate of pay of classification that they were in prior to such displacement, for the first three (3) months after they have been transferred to the new position.

ARTICLE 34
APPENDICES PART OF
COLLECTIVE AGREEMENT

34

34.01 The Company and the Union agree that Appendices "A", "B", "C", "D", "E", "F" and "G" attached to this collective bargaining agreement shall form an integral part of this collective bargaining agreement.

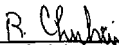
**ARTICLE 35
TERM OF AGREEMENT**

35.01 This Agreement shall be in full force and effect from May 1, 2003 to April 30, 2008, and thereafter from year to year, unless either party gives notice in writing of termination or of amendments of not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration.

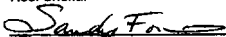
35.02 During their period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

SIGNED AT THE CITY OF WINNIPEG IN MANITOBA THIS 11TH DAY OF NOVEMBER, 2003.

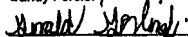
FOR THE UNION:



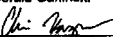
Rodi Chuhai



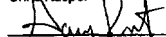
Sandy Forcier



Gerald Garlinski



Chris Kasper



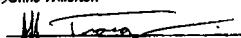
Gary Frost



Toby Watkins



Chris Willerton

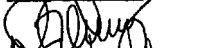


Jeff Traeger



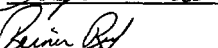
Robert D. Ziegler

FOR THE COMPANY:











HEALTH AND WELFARE,
WEEKLY INDEMNITY BENEFIT,
LONG TERM DISABILITY
AND DENTAL **PLAN**

A-1 UFCW/ Maple Leaf Foods Inc. Benefit Trust Fund

- A-1.01 (a) The Company and the Union agree to a UFCW/ Maple Leaf Foods Inc. Benefit Trust Plan to provide health and welfare benefits as decided by the Board of Trustees from time to time.
- (b) The Board of Trustees shall be comprised of three (3) representatives appointed by the Company and three (3) representatives appointed by the Union. Said Trustees can be changed or removed by the parties appointing said Trustees in accordance with the Agreement and Declaration of Trust effective as of June 23, 2003.
- (c) The Company agrees to pay a forty (40¢) cents per hour contribution for all regular hours paid, sick pay (not including weekly indemnity), full-time employees' vacation as entitled under subsection 18.01, and general holidays, to the maximum of the basic work week in respect to all employees in the

bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Company's four or five week accounting period.

It is further recognized that the intention of the Union and the Company is to ensure the financial integrity of the Trust Fund and minimize the potential of the Fund falling into a deficit position. For purposes of this understanding, the Fund will be deemed to be in a deficit position if the total liabilities and reserves exceed the total assets.

In the event that the Fund is determined to be in a deficit position, or a deficit position is likely to occur, the Company agrees to contribute, in addition to the forty (40¢) cents per hour indicated above, the sum of money necessary as determined by the Plan's actuary, to rectify the situation. Such additional contributions will not commence before January 1, 2005.

If and when additional contributions are required as indicated above, said additional contributions will not exceed the amount of twenty (20¢) cents per hour.

- (d) The eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.

- (e) The Company agrees to be responsible for any costs incurred by any legitimate claims which were caused by events or disability which occurred prior to **the** effective date of the contributions into **the** Plan or such later mutually agreed date.

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 (30¢) cents 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 4, 2004,
- 1¢ per hour effective January 2, 2005,
- 1¢ per hour effective January 1, 2006,
- 1¢ per hour effective January 7, 2007,
- 1¢ per hour effective January 6, 2008.

for straight time hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under Section 18, 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.

APPENDIX B

WAGES

B-1 All employees shall receive the following wages, based on their length of service with the Company.

EFFECTIVE **MAY 1, 2003**

Job Classifications

	Student/ Temporary	<i>General</i> Labourer 1	<i>General</i> Labourer2	<i>semi-</i> Skilled 1	<i>semi-</i> Skilled 2	Skilled 1	Skilled 2
Class	0	1	2	3	4	5	6
start	10.00	10.25	10.60	11.35	12.35	12.70	13.30
6 mo.	10.00	10.29	10.71	11.68	12.62	12.99	13.60
12 mo.	10.00	10.34	10.83	12.01	12.89	13.28	13.90
18 mo.	10.00	10.38	10.94	12.34	13.16	13.56	14.20
24 mo.	10.00	10.43	11.05	12.68	13.43	13.85	14.50
30 mo.	10.00	10.47	11.16	13.01	13.69	14.14	14.80
36 mo.	10.00	10.51	11.28	13.34	13.96	14.43	15.10
42 mo.	10.00	10.56	11.39	13.67	14.23	14.71	15.40
48 mo.	10.00	10.60	11.50	14.00	14.50	15.00	15.70

EFFECTIVE **MAY** 1, 2004

JobClassifications

	Student/ Temporary	General Labourer 1	General Labourer 2	Semi- Skilled 1	Semi- Skilled 2	Skilled 1	Skilled 2
Class	0	1	2	3	4	5	6
start	10.20	10.45	10.80	11.55	12.55	13.00	13.60
6 mo.	10.20	10.49	10.91	11.88	12.82	13.29	13.90
12 mo.	10.20	10.54	11.03	12.21	13.09	13.58	14.20
18 mo.	10.20	10.58	11.14	12.54	13.36	13.86	14.50
24 mo.	10.20	10.63	11.25	12.88	13.63	14.15	14.80
30 mo.	10.20	10.67	11.36	13.21	13.89	14.44	15.10
36 mo.	10.20	10.71	11.48	13.54	14.16	14.73	15.40
42 mo.	10.20	10.76	11.59	13.87	14.43	15.01	15.70
48 mo.	10.20	10.80	11.70	14.20	14.70	15.30	16.00

EFFECTIVE MAY 1, 2005

Job Classifications

Class	Student/ Temporary 0	General Labourer 1 1	General Labourer 2 2	semi- Skilled 1 3	semi- Skilled 2 4	Skilled 1 5	Skilled 2 6
start	10.40	10.65	11.00	11.75	12.75	13.35	13.95
6 mo.	10.40	10.69	11.11	12.08	13.02	13.64	14.25
12 mo.	10.40	10.74	11.23	12.41	13.29	13.93	14.55
18 mo.	10.40	10.78	11.34	12.74	13.56	14.21	14.85
24 mo.	10.40	10.83	11.45	13.08	13.83	14.50	15.15
30 mo.	10.40	10.87	11.56	13.41	14.09	14.79	15.45
36 mo.	10.40	10.91	11.68	13.74	14.36	15.08	15.75
42 mo.	10.40	10.96	11.79	14.07	14.63	15.36	16.05
48 mo.	10.40	11.00	11.90	14.40	14.90	15.65	16.35

EFFECTIVE **MAY** 1, 2006

Job Classifications

Class	Student/ Temporary 0	General Labourer 1 1	General Labourer 2 2	Semi- Skilled 1 3	Semi- Skilled 2 4	Skilled 1 5	Skilled 2 6
Start	10.60	10.85	11.20	12.00	13.00	13.70	14.30
6 mo.	10.60	10.89	11.31	12.33	13.27	13.99	14.60
12 mo.	10.60	10.94	11.43	12.66	13.54	14.28	14.90
18 mo.	10.60	10.98	11.54	12.99	13.81	14.56	15.20
24 mo.	10.60	11.03	11.65	13.33	14.08	14.85	15.50
30 mo.	10.60	11.07	11.76	13.66	14.34	15.14	15.80
36 mo.	10.60	11.11	11.88	13.99	14.61	15.43	16.10
42 mo.	10.60	11.16	11.99	14.32	14.88	15.71	16.40
48 mo.	10.60	11.20	12.10	14.65	15.15	16.00	16.70

EFFECTIVE MAY 1, 2007**Job Classifications**

	Student/ Temporary	General Labourer1	General Labourer2	Semi- Skilled 1	Semi- Skilled 2	Skilled 1	Skilled 2
Class	0	1	2	3	4	5	6
start	10.80	11.05	11.40	12.25	13.25	14.10	14.70
6 mo.	10.80	11.09	11.51	12.58	13.52	14.39	15.00
12 mo.	10.80	11.14	11.63	12.91	13.79	14.68	15.30
18 mo.	10.80	11.18	11.74	13.24	14.06	14.96	15.60
24 mo.	10.80	11.23	11.85	13.58	14.33	15.25	15.90
30 mo.	10.80	11.27	11.96	13.91	14.59	15.54	16.20
36 mo.	10.80	11.31	12.08	14.24	14.86	15.83	16.50
42 mo.	10.80	11.36	12.19	14.57	15.13	16.11	16.80
48 mo.	10.80	11.40	12.30	14.90	15.40	16.40	17.10

B-2 Effective June **23, 2003**, the following classifications will apply:

General Labour 1

Align Hogs at Rail Indexer	Pack Picnics
Boneless Q/A*	Pack Ribs
Check Bag Seals*	Ham Line Dumper
Employee Service	Picnic Line Dumper
Feed Plate Fat Skinner	Picnic Line Pacer
Make and Feed Box Chutes*	Pile cartons from
Make Combos	Padlocker*
Metal Detectors*	Separate Gams
Pack Backbones	Sort Hind Feet/Front Feet*
Pack Belly/Back Rinds	Wrap Portion Cut Products*
Pack Fat	Separate Rinds

General Labour 2

Align Side Ribs to Saw	Wrap Backs
Back Bone Saw	Wrap Lins
Packaging Dumpers	Wrap Bellies
Peel and Pack Back Ribs	Wrap Butts
Peel Tenders/Wrap Tenders	Cut Rib Tails
Place Bellies in Combos	Box Make Operator
Place Hams in Combos	Inspect and Grade Backs
Saw Neck Bones	Palletizing
Scale/ Sort Hams	Skin Hocks
Set-up Department	Washroom Attendant
Vacuum Packaging	Laundry*

Semi-Skilled 1

Align Bevel and Trim Bellies	Cut Off Flanks
Butt Puller	Unload Hogs
Chilled Pork Shipping	Push Hogs/Feed Line
Cut Side Ribs	Whiz Hams
Remove Jowls	Trim Ham Rinds
Remove Skirts	Align Hocks
Shipping and Scanning	Cut Femur Bones
Trim and Inspect Picnics	Cut Off Front Feet
Trim Jowls	Cut Off Hind Feet
Lacones	Membrane Skinner
Trim and Inspect Back Fat	Remove Tails
Patch Bellies	Trim Plate Fat
Portion Cut Butts	Butt Skin Trim

Semi-Skilled 2

Sanitation*
Scale Room
Pallet Floor Jack Operator

Skilled 1

Head Hog Receiver	Trim and Bone Hams
Spare Skilled 1	Skin Hams
Trim and Select Loin	Picnic Butt Split
Align Ham	Picnic Skinner/Bone
Align Middle	and Trim Picnics (off-
Align Shoulder	line activity not in
Loin Puller	rotation)
Knife Sharpening	

Skilled 2

Skilled Spare 2	Pull Ribs
Single Rib Belly	Single Rib Back
Shoulder Boning Group**	Shell Boning
Lead Hand	High Stacker
Corporate Trainer	

Notes:* Jobs also identified through our Return to Work Program - Modified Duties

** Shoulder Boning Group includes the following jobs as part of the rotation:

Bone and Trim Butts

Lift Neck Bones

Specialty Picnics

Pull Shoulders

Bone and Trim Picnics/ Picnic Skinner

Bone Shoulders

Bevel Butts

Defatting Picnics

B-3 Employees moving to the new wage scale will be credited with their current service when moving to the next wage scale. If such a move results in the employee receiving a decreased rate they will go to the next highest level in the wage progression and will remain there for 6 months until they receive their next increase and will progress thereafter.

B-4 All employees transferred from the Marion Street plant whose hourly rate of pay was higher than the top rate in the collective bargaining agreement expiring April 30, 2000 shall receive thirty five cents (35¢) per hour increase effective May 1, 2000, an additional thirty-five cents (35¢) per hour increase effective April 30, 2001 and an additional thirty cents (30¢) per hour increase effective April 29, 2002.

B-5 **Maintenance Rates**

Effective the first pay period following date of ratification, the rates shall be as follows:

Licensed Skilled Trades as deemed necessary by the Company \$24.11

Licensed 3rd Class Stationary Engineer \$24.11

Licensed 4th Class Stationary Engineer \$21.09

The Shift Engineer shall receive an additional fifty (50¢) cents per hour in addition to his regular hourly rate of pay.

B-6 Any employees who, as of May 1, 2000, whose job is reclassified into a lower paid classification, shall continue to receive their existing higher rate of pay until the employee reaches top rate as per the above scale for existing employees.

B-7 The Company will pay employees by Direct Bank Deposit to the employees' banking institution of their choice

and will provide the employee with an itemized calculation of all earnings and deductions.

B-8 Reclassification - Any employee who is adversely affected by the reclassification will not have their rate of pay reduced and they will be red circled.

B-9 Voluntary Buyout for Pre-August 27, 2000 Employees Classified as General Labour or Semi-Skilled

Employees hired prior to August 27, 2000 and classified as General Labour or Semi-Skilled will have three (3) weeks from date of ratification to indicate that they are interested in applying for a buyout.

Any employee who elects to take the buyout will receive a buyout in the amount listed below and will have the option to maintain their employment at the rate of pay listed in the pay scale attached as Appendix B-1. Employees will maintain their length of service for wage increases, benefit entitlements and vacations.

B-10 The Company will do an annual maintenance wage survey comprised of five competitors of its choosing and five industrial employers in the City of Winnipeg identified by the Union. The positions of the required licensed skilled trades as determined by the Company

and licensed 3rd Class Stationary Engineer will be benchmarked at each of the identified companies. The job classification rates for each of these positions at each employer will be averaged into one rate. The highest and the lowest rates will then be removed and the remaining eight average rates will be calculated into a simple average. If this average is more than five percent (5%) above the **Maple Leaf Pork, A Division of Maple Leaf Foods Inc.** rate, the **Maple Leaf Pork, A Division of Maple Leaf Foods Inc.** rate will be adjusted to this average. The licensed 4th Class Stationary Engineer rate will be pro-rated to maintain the same spread between 3rd and 4th Class Stationary Engineer's rate. Adjustments under this provision are only applicable to the above named trades.

This survey will be completed in November of each year with any required adjustments effective the first pay period of December. Maintenance rates established under this provision are not subject to the grievance or arbitration process.

B-11 Job Alteration - New Job Introduced

- (a) When changes in production significantly alter jobs or when new jobs are introduced, except as indicated above, Maintenance Trade, the Company will assess a job based upon its evaluation

system and assign job to the appropriate job category.

- (b) In making its determination the Company will consider such factors which may include but are not limited to: benchmarking, skill, ability required, complexity, responsibility, working conditions, etc.
- (c) The Company agrees to disclose all this information to the Union and criteria in respect to making its determination in regard to changes in jobs and creation of new jobs.
- (d) The Production Manager shall notify the Union and Chief Steward, in writing, of new or significantly changed jobs as soon as possible.
- (e) An employee or the Union who feels a new job category determined by the Company is not correct may appeal to the Job Evaluation Committee for a review.
- (f) The Job Evaluation Committee shall be composed of two (2) nominees appointed by the Union and two (2) management representatives appointed by the Company and one independent chairperson. The Union nominees shall consist of a full-time Union Representative or two (2) full time employees of the bargaining unit. The Committee shall meet within thirty (30) calendar days of an employee objecting to the job category established by the Company,

if that is the case. If the parties agree to an independent chairperson, such chairperson shall be one of the Arbitrators listed in Article 9. The cost of the chairperson shall be mutually shared by the parties. The Company shall pay for the cost of all the employees, except if one of the Union nominees is a full-time Union Representative.

- (g) The majority decision of the Job Evaluation Committee is binding on both parties and cannot form the subject matter of the grievance or arbitration process.
- (h) No wages will be reduced until the decision of the Committee is rendered.

B-12 New Hire Credit Progression

An employee will receive credit for a week of service provided they work one (1) full day in the week. The only exception to this is absence due to vacation, or absence due to an employee being on workers compensation of up to three (3) months, in which case the employee will receive credit for the week.

B-13 Joint Labour Management Committee

- (a) The Company and the Union agree to establish a Joint Labour Management Committee (JLM) to address issues of concern to employees and the Company. The meetings will be held bi-annually.
- (b) The Committee will consist of representatives from the Company including the Senior Operating Manager of the plant,

the Senior HR Manager, full-time Union Representative, the Chief Steward, **and the Assistant Chief Steward.**

- (c) Upon mutual agreement, the parties may convene additional meetings to those indicated above. The Vice-president of Labour Relations and the President of the Union will endeavour to attend one meeting per year.

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

C-1 The Company agrees to contribute into the Manitoba Food & Commercial Workers, Local 832 Education and Training Trust Fund, the additional cents per hour as indicated below:

six (6¢) cents per hour effective January 4, 2004

seven (7¢) cents per hour effective January 2, 2005

eight (8¢) cents per hour effective January 1, 2006

nine (9¢) cents per hour effective January 7, 2007

ten (10¢) cents per hour effective January 6, 2008

C-2 The cents-per-hour contribution indicated above shall be paid for all regular hours worked, not including weekly indemnity and long term disability, vacation pay and general holidays for all employees in the bargaining unit, and for all probationary employees to the maximum of the basic work week as indicated in Article 13.

C-3 Contributions together 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 C-2 above shall be forwarded within 21 days after the close of the

Company's four or five week accounting period. Cheques shall be made **out** to the MFCW Local 832 Education and Training Trust Fund.

- C-4 The purpose of the above contribution is to provide training for members of the bargaining unit 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.

BUYOUT, SEVERANCE PAY, OR
ADDITIONAL PENSION
CONTRIBUTIONS (BSPC)

- D-1** The Company agrees that all employees of the Company who are in the employ of the Company on **June 22, 2003**, hired before **August 27, 2000**, employed in the General Labour or Semi-Skilled job categories and paid at, or above the rate of pay outlined in Article A-1.01 of the collective agreement shall receive the Buyout, Severance Pay or Additional Pension Contribution (BSPC) calculated as of **April 30, 2003**.
- D-2** The Company shall pay to each eligible employee on the payroll of the Company (which shall include employees on weekly indemnity, leave of absence, maternity leave, workers compensation, long term disability, etc.) one thousand (\$1000.00) dollars for each completed year of service, and one-twelfth (**1/12**) of the **\$1000.00** for each completed month of service. No employees in the employ of the Company as described above shall get less than **\$5,000.00**. For the purpose of calculation of this BSPC, service with the Company shall be the employee's original date of hire including a period

or periods that an employee may have been on a leave of absence authorized by the Company, or in a position excluded from the bargaining unit.

- D-3** Such payment will be made within thirty (30) calendar days of June 22, 2003.
- D-4** The BSPC, at the choice of the employee, shall be paid on a separate cheque by the Company either as a buyout or severance pay to the employee, with the required income tax and other deductions, or may be paid by the Company directly to a locked-in or unlocked RRSP of the employee's choice, subject to statutory deductions if applicable.
- D-5** The list of employees entitled to the buyout and the amount of buyout said employees are entitled to shall be as indicated in the attached list. The Company and the Union agree to rectify any errors or omissions from said list.
- D-6** Employees choosing to remain in the employ of the Company will be paid in accordance to Appendix B-1 of the new collective agreement, effective June 23, 2003.

PRE-AUGUST 2000 EMPLOYEES

- E-1** The following conditions will apply:
 For General Labour employees who do not take the buyout they will maintain their current rate of pay until July **1, 2004**. If an employee bids up to a Semi-Skilled **1**, Semi-skilled**2**, Skilled **1** or Skilled**2** position they will be paid in accordance with Appendix **B-1** effective the date they are awarded the position.
 If a General Labour employee does not bid up or is not awarded a position by July**1, 2004**, they will be paid in accordance with Appendix **B-1** effective July **1, 2004**.
- E-2** For employees currently classified as Semi-Skilled, who do not take the buyout they will remain at their current rate of pay with the following increases:
 Effective May **1, 2004** - **20¢** per hour increase
 Effective May **1, 2005** - a **\$400** lump sum payment (for those employees working less than full-time hours (leave of absence, WCB, sickleave, maternity, etc.) the lump sum payment will be pro-rated based on their hours worked or paid in the previous 12 months)

Effective May 1, 2006 - **254**:per hour increase

Effective May 1, 2007 - a**\$500** lump sum payment (for those employees working less than full-time hours (leave of absence, WCB, sick leave, maternity, etc.) the lump sum payment will be pro-rated based on their hours worked or paid in the previous **12** months)

If a **Semi-Skilled** employee posts to a new position they will be paid in accordance with Appendix B-1 effective the date they are awarded the position.

E-3 For employees currently classified as **Skilled**, they will maintain their current rate of pay and will receive the following increases:

Effective May 1, 2004 - **304**:per hour

Effective May 1, 2005 - **354**:per hour

Effective May 1, 2006 - **35¢** per hour

Effective May 1, 2007 - **404**:per hour

For **Skilled** employees who bid to a lower position the new scale will apply.

A **Skilled 1** employee who posts to a **Skilled 2** position will stay at the rate and receive the increases above.

ATTENDANCE MANAGEMENT PROGRAM

- F-1** The Company agrees to post the Attendance Management Policy and provide the Chief Union Steward from time to time with a list of current employees under this program. Should the Company change the policy, it will be discussed with the Joint Labour Management Committee. It is further understood that nothing in this article limits in any way the Union's right to **grieve a violation of the collective agreement** or any discipline implemented as a result of the policy.

UFCW STEWARD OFFICE

- G-1** For the duration of the current collective agreement, the Employer will continue to provide space for a UFCW Steward Office. The Employer will also continue to provide a phone for the purposes of conducting Union business. The location may be moved due to needs of the company but any new location will be accessible to employees and allow for private discussion.
- G-2** Keys for the UFCW Steward Office will be provided by the Employer to the Union. The cost of replacing keys lost will be the responsibility of the Union.
- G-3** Furnishing the UFCW Steward Office will continue to be the responsibility of the Union, subject to the approval of the Company.

EXHIBIT ONE

Employee's Name in Full _____

Address _____

City _____ Postal Code _____

Phone _____ Date of Hire _____

Birthdate _____ Social Insurance Number _____

Employer _____ Category or classification: _____

Full-time _____ Student _____

Dues and Initiation Authorization

I hereby request and authorize the Employer to deduct from my wages, and pay to the Union, such Union dues and/or initiation fee requested by the United Food & Commercial Workers Union, Local No. 832.

DATE _____ SIGNATURE _____

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

TO THE EMPLOYEE

1. You are hereby informed that Union membership is a condition of employment.
2. The Union will be notified that you have received this statement and may approach you to make an application **for** membership with the full-time Union Representative, Union Steward, or the Union office.

Union Offices

1412 Portage Avenue, Winnipeg, Manitoba, R3G 0V5, Phone 786-5055

LETTER OF AGREEMENT

Between:

MAPLELEAFPORK, A Division of Maple Leaf Foods Inc., One Warman Road

and:

UNITED FOOD AND COMMERCIAL WORKERS UNION, Local No. 832

Re: Second Shift at Warman Road

In the event that Maple Leaf Pork adds a second shift at the Warman Street plant during the term of this agreement, senior employees will be given preference in the initial staffing of the shift. It is recognized that in order to ensure a balance of skills between the two shifts during the start-up period, the movement of some employees to their preferred shift may be delayed. It is understood that this shift selection by seniority is a one time occurrence in connection with the initial start-up of a second shift.

SIGNED AT THE CITY OF WINNIPEG IN MANITOBA THIS 11TH DAY OF NOVEMBER, 2003.

FOR THE UNION:

R. Chuhai

Rodi Chuhai

Sandy Forcier

Sandy Forcier

Gerald Garlinski

Gerald Garlinski

Chris Kasper

Chris Kasper

Gary Frost

Gary Frost

Tommy Watkins

Tommy Watkins

Chris Willerton

Chris Willerton

Robert D. Ziegler

Robert D. Ziegler

Robert D. Ziegler

Robert D. Ziegler

FOR THE COMPANY:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
