

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**MAPLE LEAF POULTRY (BRAMPTON)  
A MEMBER OF MAPLE LEAF FOODS INC.**  
(hereinafter called the "Employer")

Party of the First Part

**-and-**

**UNITED FOOD & COMMERCIAL WORKERS  
CANADA, LOCAL 175**  
(hereinafter called the "Union")

Party of the Second Part

**EFFECTIVE DATE:        JUNE 1, 2018**

**EXPIRY DATE:            MAY 31, 2021**

**14994 (02)**

## TABLE OF CONTENTS

### Contents

|  |    |
|--|----|
| ARTICLE 1 – RECOGNITION .....  | 3  |
| ARTICLE 2 – UNION SECURITY .....   | 3  |
| ARTICLE 3 – MANAGEMENT RIGHTS .....  | 4  |
| ARTICLE 4 – DISCIPLINE OF PERMANENT EMPLOYEES .....  | 4  |
| ARTICLE 5 – WORKING CONDITIONS .....   | 4  |
| ARTICLE 6 – SENIORITY RIGHTS.....  | 4  |
| ARTICLE 7 – HOURS OF WORK .....  | 7  |
| ARTICLE 8 – OVERTIME.....  | 8  |
| ARTICLE 9 – STATUTORY HOLIDAYS.....  | 9  |
| ARTICLE 10 – VACATIONS.....  | 10 |
| ARTICLE 11 – LEAVE OF ABSENCE.....   | 10 |
| ARTICLE 12 – UNIFORMS AND TOOLS.....   | 11 |
| ARTICLE 13 – WORKERS' COMPENSATION .....   | 11 |
| ARTICLE 14 – PLANT STEWARDS AND NEGOTIATING COMMITTEE .....                                      | 11 |
| ARTICLE 15 – ADJUSTMENT OF GRIEVANCES .....  | 12 |
| ARTICLE 16 – ARBITRATION .....   | 13 |
| ARTICLE 17 – WAGES .....   | 14 |
| ARTICLE 18 – JOB POSTING .....   | 14 |
| ARTICLE 19 – OCCUPATIONAL HEALTH AND SAFETY.....   | 15 |
| ARTICLE 20 – NO STRIKES OR LOCKOUTS.....   | 15 |
| ARTICLE 21 – BEREAVEMENT .....   | 15 |
| ARTICLE 22 – JURY DUTY .....   | 16 |
| ARTICLE 23 – GENDER.....   | 16 |
| ARTICLE 24 – BULLETIN BOARDS .....   | 16 |
| ARTICLE 25 – UFCW TRAINING AND EDUCATION FUND .....  | 16 |
| ARTICLE 26 – DURATION OF AGREEMENT .....   | 16 |
| SCHEDULE "A".....  | 18 |
| JOB CLASSIFICATIONS & HOURLY WAGE RATE .....   | 18 |
| SCHEDULE "A" - CONTINUED.....  | 19 |
| JOB CLASSIFICATIONS & HOURLY WAGE RATE .....   | 19 |
| SCHEDULE "B" .....   | 21 |
| EMPLOYEE HEALTH & WELFARE INSURANCE.....   | 21 |
| LETTER OF AGREEMENTS #1 - #12.....   | 23 |
| Re: Extra Work Hours.....  | 23 |
| Re: Labour & Management Committee .....  | 24 |
| Re: Benefits.....  | 25 |
| Re: Accident and Sickness Insurance .....  | 26 |
| Re: Outstanding Issues From Negotiations.....  | 27 |
| Re: Higher Wage Rates.....   | 28 |
| Re: Plant Closure .....  | 29 |
| Re: Doctor Notes.....  | 31 |
| Re: Maintenance Wages .....  | 32 |
| RE: Apprenticeship Program .....   | 33 |
| RE: Alternate shift format for Maintenance Employees (ten (10) or twelve (12) hour shifts) ..... | 34 |
| RE: Sanitation .....   | 36 |

## **ARTICLE 1 – RECOGNITION**

- 1.01 The Company recognizes Local 175 of the United Food and Commercial Workers Canada, Local 175, as the sole and exclusive bargaining agent for all employees of Maple Leaf Poultry - Brampton at its processing Plant in Brampton, Ontario, save and except Foreman; Persons above the rank of Foreman; Office; Security; and Sales Staff; employees who are being trained for such positions; and students hired for the school vacation period.
- 1.02 The Company agrees that foremen and other non-bargaining unit personnel will not perform bargaining unit work to the extent it causes the layoff of bargaining unit employees or do bargaining unit work that laid-off employees can do. Such non-bargaining unit personnel, with the exception of the maintenance foremen, will not perform bargaining unit work on a regular basis except for training, emergency conditions, washroom relief or for customer adjustments.

This paragraph is not intended to interfere with the normal continuity of the Company's operations.

## **ARTICLE 2 – UNION SECURITY**

- 2.01 All employees shall, as a condition of employment, authorize the deduction of Union dues and initiation fees, or an equivalent amount. The Company will procure from such new employees the necessary membership application(s) and membership in the Union shall be applicable date of hire. The remittance statement shall be deducted by location containing a dues and initiation report which will be provided in the form of email ([remit@ufcw175.com](mailto:remit@ufcw175.com)) or on a computer diskette as well as hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following current information as known to the Company:

1. S.I.N.
2. Employee number if applicable
3. Full name (Last/First/Initials)
4. Full address, including City and Postal Code
5. Telephone number (including area code)
6. Date of Hire
7. Rate of Pay
8. Classification
9. Full-time or Part-time designation
10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
11. Total dues deducted
12. Initiation fees deducted
13. Total initiation fees deducted

- 2.02 Employees who are recalled and return to work after lay-off or extended absence shall automatically pay Union dues for the current month in which they are recalled. In accordance with the Union Bylaws and Policies, Union dues and initiation fees will be deducted from members of the Union upon proper notification from the Union.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Union acknowledges that, it is the exclusive function of the Company to:

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

3.02 The Company and the Union agree that in accordance with the Ontario Human Rights Code, they shall not discriminate against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

### **ARTICLE 4 – DISCIPLINE OF PERMANENT EMPLOYEES**

4.01 No permanent employee shall be discharged or disciplined without good and sufficient cause.

- 4.02 (a) The Employer agrees that, when an interview is held with an employee that results in written discipline, suspension or discharge, a Plant Steward will be present as a witness. The employee may request that the Steward leave the meeting.
- (b) During the interview, the employee and the Steward will be given an opportunity for consultation.
- (c) In the event the Steward is not available then the employee may pick any member from the bargaining unit to be present as a witness.
- (d) The Union, Chief Steward and the Department Steward will be notified in writing of all reprimands and dismissals of Union employees, within two (2) working days. Excluding verbal warning. Company will notify by fax or mail.

### **ARTICLE 5 – WORKING CONDITIONS**

5.01 In the event of a major disaster affecting the operation of the Company's Plant, the Company and the Union will discuss scheduling and the deployment of employees.

### **ARTICLE 6 – SENIORITY RIGHTS**

- 6.01 (a) The Union acknowledges that the probation period is a trial period within which Management reserves the right to appraise new employees and that the sole fact that a new employee has not measured up in any way to all the qualities of an approved employee is just cause for dismissal.

- (b) A new employee will be termed a probationary employee and will not be considered a regular employee until he/she has worked for the Company for ninety (90) working days accumulated within a period of six (6) consecutive months, during which time he may be discharged or disciplined without recourse to the grievance procedure. Seniority shall be dated ninety (90) working days prior to the date on which the employee works his/her ninetieth (90<sup>th</sup>) day within the required period.

6.02 For the purpose of this article, Shortage of Work is defined as less than a full shift. Layoff is defined as a full shift or more.

When layoffs are necessary the Company will identify the department, shift and classifications of employees to be affected. For layoffs in duration of up to three (3) consecutive regular work days, the work available will be offered to those employees whose home department is where the work is by seniority. For layoffs of three (3) consecutive regular work days or longer, plant wide seniority will be the governing factor, provided the remaining employees have the skill and ability to perform the available work. An employee is considered to have the skill and ability if they have performed the job within the last six months by making themselves available of the opportunities to do the work during work shortages. Probationary employees and students will be the first to be laid off.

6.03 When it is necessary to transfer employees to another department, the junior qualified employee will be transferred if senior employees do not request the transfer.

In the case of a reduction in a department, an employee taking a position in his home department shall immediately receive the rate of pay for the new position. In the case of a reduction in a department, an employee taking a position in another department shall immediately receive the rate of pay for the new position.

For the purpose of this Collective Agreement, every employee shall have a home department. Employees must return to their home department when a vacancy occurs if their reduction occurred within the previous twelve months provided they have the skill and ability to do the job. The classified department of each employee on the signing of the Collective Agreement shall be his home department. Employees will lose the right to return to their home department when they have successfully bid on a job in their new department.

6.04 Seniority as referred to in this Agreement, shall mean the length of continuous service in the employ of the Company and shall be on a Plant wide basis. An individuals' seniority date will be the employees' date of last hire. Any employee promoted to a position outside of the bargaining unit shall continue to accumulate seniority for a period of 6 months after the date of promotion. Should the employee return to the bargaining unit after the six month period he/she shall lose all his/her seniority and will commence as a new employee. Students who are hired for vacation periods shall retain their seniority from their first date of hire if they are hired to a full-time position and the employee has continuously worked through the summer months. The employee will need to complete an additional ninety (90) days worked as per Article 6.01 (b).

6.05 Employees who are laid off retain the seniority they have accumulated from the date of their layoff for a period of twelve (12) months, subject to paragraph 6.08.

6.06 Seniority rights shall cease and employment shall be terminated for any of the following reasons:

- (a) If an employee voluntarily quits, and an employee shall be deemed to have quit when he/she gives notice of his/her desire to leave the Company's employment.
- (b) If an employee is absent for more than two (2) working days without having reported his/her absence (with acceptable reason) to his/her immediate Supervisor or another Supervisor, or without having applied for and obtained a leave of absence for a definite period from the Company, unless medically unable to do so.
- (c) The employee fails to report to work at the expiry of his/her leave of absence.
- (d) The employee fails to report to work after a lay-off and does not notify the Company within forty-eight (48) hours that he/she intends to return to work, and unless he/she returns to work as soon as possible after receiving notice, and in any event within seven (7) days after the mailing or other communication of such notice. It shall be the employee's responsibility at all times to keep the Company informed as to his current home address. The Company shall then inform the Union Office of the change.
- (e) If the employee is discharged and such discharge is not reversed under the grievance procedure.
- (f) If an employee takes another position temporarily, seeks out or tries new work, or ventures into business for himself/herself while on leave of absence.

6.07 The Company will provide a current copy of the Plant seniority list to the Local and the Union every three (3) months. Seniority shall be by clock number rather than by alphabet when employees start the same day.

In case of start date duplications, an alphabetical list shall be prepared in accordance with the surname and those at the top of the list shall be deemed to be hired first. The Company shall prepare a list indicating employee seniority and department, which will be revised each month, and a copy of the revised list shall be delivered every three (3) months to the Chief Steward, and the Department Stewards, and a copy will be sent to the Union Office. The seniority list will be posted when revised.

#### Increase in Working Force

6.08 Employees will be recalled in reverse order of lay-off.

- (a) Employees possessing seniority in the department on the shift in which is being increased, will be recalled in the reverse order to that in which they were laid off, provided they can perform the required work satisfactorily.
- (b) A laid off employee must take the first job open in his/her department on his/her shift or his/her employment will be terminated, unless due to physical difficulties the employee cannot do the job and both the Union and the Company agree that the employee is exempt.

(c) Prior to any outside hiring, laid off employees must accept the job opening on their shift, or their employment will be terminated, unless due to physical difficulties the employee cannot do the job and both the Union and the Company agree that the employee is exempt. Unskilled employees will not be recalled for skilled classifications.

6.09 In the case of a recall, an employee taking a job in his/her home department will receive the rate for the job in which he/she is recalled.

- |                 |                       |                      |
|-----------------|-----------------------|----------------------|
| 1. Kill/Evis AM | 4. Cut AM             | 7. Maintenance       |
| 2. Kill/Evis PM | 5. Cut PM             | 8. Sanitation        |
| 3. Food Service | 6. Shipping/Receiving | 9. Quality Assurance |

## **ARTICLE 7 – HOURS OF WORK**

7.01 The Company intends to operate a standard workday of eight (8) hours and a standard work week of forty (40) hours, save and except for Maintenance employees who may be scheduled for either eight (8), ten (10) or twelve (12) hour work days, in accordance with Letter of Agreement #11, but this will not be a guarantee of hours per day or per week.

7.02 The Company will provide employees reporting to work as scheduled either four (4) hours of work or four (4) hours of pay at their straight time rate.

In the event of an emergency, breakdown, fire, flood, snowstorm, strike, power failure, Act of God, or other causes beyond the Company's control, the Company shall not be required to notify employees to not report, and employees reporting and finding no work as a result of such causes beyond the Company's control will not receive reporting pay.

### **REST PERIODS AND SHIFT PREMIUMS**

7.03 The Company will schedule for each employee a break period of ten minutes during the first half and a second break period of ten minutes during the second half of each standard shift. When employees work more than two hours into the second half of their shift, they will have their break time added to their time worked.

When two or more hours of overtime work is scheduled continuous with the regular shift, employees will be granted a ten minute rest period before commencement of the overtime work. Except in cases of unforeseen breakdown, quality issues, or shortage of live birds, the Employer agrees that the first morning break shall be scheduled no later than two (2) hours into an employee's shift.

7.04 (a) A shift premium of fifty cents per hour will be paid to employees working on a second shift. A shift premium of fifty-five cents per hour will be paid to employees working on third shift. Scheduled shifts that start at or after 1:15pm but before 11:00pm shall be paid the second shift premium. Scheduled shifts that start at or after 11:00pm but before 4:00am shall be paid at the third shift premium.

Effective June 2, 2019 the third shift premium will increase to sixty cents.  
Effective May 31, 2020 the second shift premium will increase to fifty-five cents.

- (b) The Company will schedule a one half (½) hour unpaid lunch as close to one half way through the shift as possible.
- (c) Employees shall inform the Employer in writing that they wish to elect shift preference once per calendar year on their anniversary date. Transfer of the employee will bump the junior employee on the preferred shift to the applicant's original shift. This bump will take place only if the applicant has the skill and ability to perform the work on the requested shift.

## **ARTICLE 8 – OVERTIME**

- 8.01 The Company reserves the right to determine overtime work in accordance with requirement of the business.
- 8.02 Overtime at the rate of time and one half the straight time hourly rate shall be paid for all authorized hours worked in excess of the daily or weekly schedule. Work in excess of twelve (12) consecutive hours will be paid at double the straight time rate. No employees shall be paid both daily and weekly overtime for the same hours and no overtime or premium payments will be computed twice on the same time. Time and one-half the straight time rate shall be paid for all work performed on the sixth (6<sup>th</sup>) scheduled shift. Double the straight time rate shall be paid for all work performed on the seventh (7<sup>th</sup>) scheduled shift other than shifts scheduled to commence Sunday evening. An exception to this would be employees on a Tuesday to Saturday shift. These employees will be paid double time if their sixth (6<sup>th</sup>) scheduled shift falls on a Sunday and time and a half if their seventh (7<sup>th</sup>) scheduled shift falls on a Monday.
- 8.03 Daily overtime if any will be offered to employees who normally perform the work in their home department on a seniority basis. If not enough employees are available then work will be offered on a seniority basis providing they have the skill and ability to perform the required work. It is further understood that the efficient operation of the business may require overtime. If there are not enough volunteers, the Company will require the most junior employee(s) on the shift, in the department, by classification, who are qualified and have the skill and ability to do the work, to perform the required work. An employee is considered to have the skill and ability if they have performed the job within the last six months by making themselves available of the opportunities to do the work during work shortages.
- 8.04 Weekend overtime if any will be offered to employees on a seniority basis provided that they have the skill and ability to perform the required work. An employee is considered to have the skill and ability if they have performed the job within the last six months by making themselves available of the opportunities to do the work during work shortages.
- 8.05 Daily and weekly overtime will not be duplicated; only the highest single rate will apply.
- 8.06
  - (a) The parties agree that overtime at the rate of time and one half (1½) the straight time hourly rate shall be paid for all authorized hours worked in excess of the daily schedule of eight (8) hours per day or weekly schedule of forty (40) hours per week.
  - (b) Employees must be paid for eight (8) hours per day or forty (40) hours per week at straight time before being eligible for the overtime rate.



Approved days off will be the only exception to the above provisions in (a) and (b).  
Approved days off are days off with the Company's consent i.e. Vacation, Bereavement,  
Jury Duty, Work Shortage, Approved Leaves and Statutory Holidays

## **ARTICLE 9 – STATUTORY HOLIDAYS**

9.01 There shall be ten (10) holidays during the term of this Agreement. These holidays are as follows:

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

Upon completion of one (1) year of continuous service, employees shall be entitled to one (1) floating holiday to be taken within the calendar year at a time which is mutually agreed between the employee and the Company. At least one week of notice must be provided with the request for a floating holiday. Floating holidays which are not used will not be paid out.

9.02 (a) In the event a holiday falls on a Saturday or Sunday, it will be observed on Monday or Friday unless otherwise agreed between the Union and the Company.

In the event a holiday falls between Monday and Friday inclusive it may be observed on the actual shift day of the holiday or on some other day, by mutual agreement.

(b) All employees shall be entitled to a day's pay at the regular hourly rate for such holidays provided, the employee works the hours scheduled on the working day before and the working day after the holiday and the employee is not absent without the Company's consent. An employee who is otherwise eligible but fails to work the shift before or the shift following the holiday due to bereavement leave or other absence authorized by the Company other than absences covered under paragraph 9.02 (c) shall not be disqualified from receiving holiday pay.

(c) An employee who would otherwise qualify for Plant Holiday pay as provided for in paragraph 9.01 and 9.02 but who is absent and drawing sick benefit insurance or workers compensation when a Plant Holiday occurs, will be paid the difference between the sick benefit or workers compensation as the case may be, and eight (8) hours pay at his regular straight time rate. This provision will only apply when the employee is drawing weekly sick benefits or if on workers compensation, for a period not to exceed the maximum stipulated by the sick benefit insurance plan.

(d) The work week shall be reduced by eight (8) hours in the week in which a holiday is observed.

9.03 Payment for work performed on any of the above described holidays or individual lieu days, shall be on the basis of time and one-half (½) the regular rate per hour, in addition to his or her regular holiday pay providing he or she otherwise qualifies in accordance with 9.02 (b) above.

9.04 Employees will be given a reasonable notice if required to work on a Statutory Holiday or individual lieu day. In no case will an employee be required to work less than four (4) hours on a Statutory Holiday or individual lieu day, when scheduled to work.

## **ARTICLE 10 – VACATIONS**

10.01 The date for determining the length of vacation in a calendar year shall be January 1st in that calendar year. If employment is terminated either by the Employer or the employee and the employee has less than three (3) months' service, the provisions of the Ontario Employment Standards Act will govern.

10.02 Vacation year goes from January 1<sup>st</sup> – December 31<sup>st</sup>. The Company agrees that vacations will be scheduled according to seniority, and in blocks of one (1) week. Single days will only be permitted where deemed appropriate by management, and based on the needs of the business. Employees will advise the Company on the appropriate form between January 15 and February 28<sup>th</sup> of each year. The Company will review the requests and finalize the schedule, which will be posted no later than March 15. Vacations will be scheduled on a first come first serve basis and if an employee fails to select their vacation by February 28<sup>th</sup>, then the employee will be given whatever vacation time is left. Effective January 1, 2013, vacation pay will be paid in the regular pay period where an employee is on an approved vacation. Employees cannot be paid out more than they have in their vacation bank at the time of the vacation. Employees who have remaining vacation pay entitlement by December 31<sup>st</sup> of each year will be paid out in the first pay period in January. Senior employees may take their full vacation entitlement during the months of June, July and August. It is understood that up to 15% of each department, at any given time, will be allowed to take vacation at the discretion of Management in order to protect skill and ability to maintain an effective and efficient operation.

### 10.03 Vacations

All hourly employees become eligible for vacation after working full time for a continuous period of twelve (12) months.

| <u>Length of Service</u> | <u>Length of Vacation</u>        |
|--------------------------|----------------------------------|
| After 1 year             | 2 weeks at 4% of gross earnings  |
| After 5 years            | 3 weeks at 6% of gross earnings  |
| After 10 years           | 4 weeks at 8% of gross earnings  |
| After 20 years           | 5 weeks at 10% of gross earnings |

\*Gross earnings shall mean – total taxable earnings.

10.04 An employee voluntarily quitting or leaving his/her employment for other reasons during the vacation year shall receive vacation pay based on his/her earnings. Such pay shall be calculated at the appropriate percentage figure for his/her years of service in accordance with the preceding provision of this Article.

When an employee is discharged for just cause, he/she will receive vacation pay in accordance with the Employment Standards Act - Ontario.

## **ARTICLE 11 – LEAVE OF ABSENCE**

11.01 A request for leave of absence for any legitimate purpose shall be considered by the Employer and shall not be unreasonably withheld. The Company prefers that no leave of absence be consecutive with annual vacation during the prime time and may find it necessary to refuse a request where it would cause difficulty in operating the Plant. Employees must use up any vacation credits before requesting a leave of absence.

Requests for leave of absence shall be in writing through the Plant Manager. Permission, if granted, shall be in writing from the Plant Manager. Employees shall normally receive a written reply to a request for leave of absence within two (2) weeks of the submitting of such request providing the Plant Manager is available. Under no circumstances shall any leave of absence continue to excess of six (6) months save those referred to in clause 11.03 hereof.

11.02 Subject to the contingencies of the business, not more than one employee from a department or two in total from the Plant, at any one time shall, upon three weeks notice, be granted leave of absence without pay for a specified period up to six (6) months for the purpose of attending to Union business. It is understood the amount of leave granted, is the amount that will be taken. It is also understood that leave of absence will not be authorized for election activities. Application for leave of absence of five (5) days or less under this paragraph will normally require five (5) working days notice to the Company.

11.03 The Employer will grant maternity, parental or adoption leave in accordance with The Ontario Employment Standards Act.

## **ARTICLE 12 – UNIFORMS AND TOOLS**

12.01 The Company will continue to supply aprons, hairnets and gloves where required and in addition, launderable outer work clothing where specified by the Company. Maintenance employees will be reimbursed three hundred dollars (\$300.00) each year for the replacement of broke tool and purchase of tools required by the Company.

12.02 The Company agrees to reimburse maintenance employees a maximum of \$230.00 towards the purchase of two (2) pairs of leather safety boots per year. The above also applies to those shipping employees that required insulated rubber boots for the freezer. All other Plant employees will receive two hundred dollars (\$200.00) per year towards the cost of rubber safety boots. Employees may still elect to purchase three (3) pairs of boots per year.

It is understood that the employee will be required to submit a receipt suitable to the Company confirming the purchase of such footwear before being entitled to the respective payment.

## **ARTICLE 13 – WORKERS' COMPENSATION**

13.01 The Employer agrees to provide his employees with standard Workplace Safety & Insurance coverage.

13.02 If an employee is injured and is required to leave the Plant for medical attention, he will be paid for the balance of his shift during which the accident occurred.

## **ARTICLE 14 – PLANT STEWARDS AND NEGOTIATING COMMITTEE**

14.01 The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees, one (1) of which will be the Chief Steward to deal with matters which properly arise from time to time in connection with the renewal or modification of the Agreement. Each member of the Negotiating Committee shall have at least six months service with the Company.

14.02 The Company acknowledges the right of the Union to appoint or otherwise select a Chief Steward and not more than eight (8) Union Stewards to deal with grievances of employees, as follows:

- One (1) Chief Steward
- Kill/Evis AM One (1) Union Steward
- Kill/Evis PM One (1) Union Steward
- Cut AM One (1) Union Steward
- Cut PM One (1) Union Steward
- Maintenance AM One (1) Union Steward
- Maintenance PM One (1) Union Steward
- Sanitation One (1) Union Steward
- Alternate Union Steward One (1) Alternate Steward

Union Stewards shall have at least six (6) months service with the Company. It is understood a Steward will not leave his/her assigned duties for the purpose of servicing grievances or other Union activity without first obtaining permission from his/her foreman. It is understood that such permission shall not be unreasonably withheld. Union Steward will not lose any compensation as a result of administrating grievances or the grievance procedure. The Union agrees that there will be designated Union Stewards on each shift.

14.03 The Union shall notify the Company in writing of the names of Stewards and the Negotiating Committee designated to transact Union business with the Company. The Company shall notify the Union of the names of the Company Officers designated to transact Union business with the Union.

## **ARTICLE 15 – ADJUSTMENT OF GRIEVANCES**

15.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he/she has first given his/her Supervisor an opportunity to adjust his/her complaint, and that such complaint shall be registered within seven days of the alleged circumstances coming to the knowledge of the employee.

15.02 If an employee has an unsettled complaint, it may be taken up as a grievance within five (5) full working days in the following manner and sequence.

### **STEP NO. 1**

Between the aggrieved employee, who may be accompanied by one of the Union Stewards, and the Foreman or his/her delegate, at which time a written record of the grievance on a standard form shall be submitted and signed by the employee. Failing a settlement within not more than three (3) full working days, all response to be in writing, then;

### **STEP NO. 2**

Within five (5) full working days following the decision of Step No. 1, between the aggrieved employee, the Chief Steward, and the Plant Manager. All response to be in writing.

### **STEP NO. 3**

Failing settlement at Step 2. The Human Resources and/or their designate(s), employee and the Full-time Union Representative may meet at Step 3 to dispose of the grievance. All response to be in writing.

Failing which

The grievance will be referred to Arbitration within twenty working days from the Unions' receipt of the Step 3 reply from the Company. If the grievance is not referred to Arbitration in accordance with the above it shall be deemed to be settled or abandoned.

- 15.03 Saturdays, Sundays and Plant Holidays, will not be counted in determining the time limit within which any action is to be taken or completed in each of the steps of the Grievance Procedure or under Article 16. Any and all time limits fixed by this Article and Article 16 may at any time be extended by agreement between the Company and the Union.

### **ARTICLE 16 – ARBITRATION**

- 16.01 Whenever either party to the Agreement submits any grievance to arbitration, written notice shall be given to the other party, at the same time appointing an arbitrator. Within seven days after the receipt of such notice, the other party shall appoint an arbitrator. The appointees shall, within ten days, appoint a third person who shall be chairman of the Arbitration Board. If the two appointees fail to agree upon a chairman within the time limit, the Minister of Labour for the Province of Ontario will be requested to appoint such chairman.

As soon as the Arbitration Board has been completed by the selection of a chairman, it shall meet and hear the evidence and representations of both parties, and shall render a decision as soon as possible.

No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance. No grievance shall be considered by the Arbitration Board unless it has been properly carried through all previous steps of the grievance procedure except where otherwise noted.

- 16.02 The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matters not covered by this Agreement.
- 16.03 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the chairman of the Arbitration Board, if any.
- 16.04 It is understood that the Company may bring forward at any meeting held with the Union any complaint or grievance with respect to any matter concerning this Agreement, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as provided in Article 16.

## **ARTICLE 17 – WAGES**

- 17.01 All jobs covered by this Agreement are placed in pay levels listed in Schedule "A".
- 17.02 The Employer agrees to provide Welfare Insurance Benefits as set forth in Schedule "B".
- 17.03 An employee transferred to a lower rated job as a Company requirement will maintain his/her wage.
- 17.04 Qualified employees assigned to a higher rated job in excess of one (1) hour will be paid the rate of the higher rated job.
- 17.05 All employees will receive a slip or cheque stub showing gross pay, overtime separate and all other deductions itemized.
- 17.06 Employees will be paid on Thursday for all time worked during the previous week.
- 17.07 Within one hundred and twenty (120) days of ratification of this Agreement, the Company will pay by direct deposit to an employee's account in a recognized financial institution of the employee's own choice. It shall be the responsibility of the employee to provide void cheques and other banking information as required by the payroll process when requested by the Company.

## **ARTICLE 18 – JOB POSTING**

- 18.01 (a) In cases of promotion or upgrading the skill and ability of the employee shall be the governing factor and where these are relatively equal, Plant seniority will be the governing factor.
- (b) Senior employees on nights will have first opportunity to fill temporary vacancies on days providing the senior employee can perform the required work.
- 18.02 (a) When the Company decides to fill a vacancy, such vacancy shall be posted for three (3) working days. Employees interested in filling the vacancy shall sign the posting within three (3) working days. Applications will be considered in accordance with the provisions of paragraph 18.01. Vacancies will be filled from within the Plant. Should there be no applicants to the posting, the Company may hire from outside. The term "vacancy" as used in this Article, shall mean a permanent vacancy that occurs from retirement, resignation, transfer, discharge and which the Company decides to fill or where the requirement for employees exceeds the number of employees in a department on a permanent basis. Job postings will be in English.
- (b) All promotions shall be on a probationary basis until the employee has demonstrated the ability to perform new tasks satisfactory.
- (c) A two step posting procedure shall be used. The original job shall be posted and the vacancy created by filling the original job, will be posted.
- (d) An employee who successfully bids a new job will be placed on the new job not later than fifteen (15) working days where practical.

- (e) Employees who have successfully posted into a job shall remain in the posted job for a minimum of six (6) months before they are eligible to apply for a posted job at the same grade or below.

## **ARTICLE 19 – OCCUPATIONAL HEALTH AND SAFETY**

- 19.01 The Company agrees to pay for yearly medical exams required by the Company for Plant employees including drivers' medical examinations once every three (3) years.
- 19.02 The Company will choose and agrees to pay for all cost of the certification course for the Occupational Health and Safety certification.
- 19.03 The joint Health and Safety Committee will be comprised of equal amount of five (5) members from the Bargaining Unit and Management Representatives. The Committee will meet once a month, minutes of each meeting will be required and signed by each co-chair and posted. Copies will be supplied to the Joint Health and Safety Committee. The Union agrees that there will be coverage for each shift.

## **ARTICLE 20 – NO STRIKES OR LOCKOUTS**

- 20.01 The Company agrees that there will be no lock-out during the term of this Agreement.
- 20.02 The Union agrees that during the term of this Agreement there will be no strike, slowdown, sit-down or other stoppage of work or interference with production and the Union will hold its members to this responsibility.
- 20.03 The Union recognizes that in order to provide maximum opportunities for continuing employment, the Company must operate efficiently in order to be in a strong market position.

## **ARTICLE 21 – BEREAVEMENT**

- 21.01 In the event of the death of an immediate relative, leave of absence up to five consecutive days, exclusive of assigned days of rest, will be granted the bereaved employee for the purpose of attending or arranging the funeral. Such employee shall be paid his/her straight time regular rate times 8 hours per day. When an employee cannot attend the funeral of an immediate relative because of geographical distance, he/she shall receive two (2) consecutive days off with pay as bereavement one of which shall be the day of the funeral.

"Immediate relative" shall mean the employee's mother, father, spouse, son, daughter.

"Employee" shall mean a full time employee of the Company who has completed his/her probationary period.

In the event of the death of an employee's brother, sister, mother-in-law, or father-in-law, leave of absence up to three consecutive days, exclusive of assigned days of rest, will be granted to the bereaved employee for the purpose of attending or arranging the funeral. Such employee shall be paid his/her straight regular time times 8 hours per day. When an employee cannot attend the funeral of their brother, sister, mother-in-law, or father-in-law because of geographical distance, he/she shall receive two (2) consecutive days off with pay as bereavement one of which shall be the day of the funeral.

One day of leave with pay will be granted the bereaved employee for the purpose of attending the funeral of a grandparent, brother-in-law, sister-in-law or grandchild.

## **ARTICLE 22 – JURY DUTY**

22.01 When an employee is called by the Crown for jury duty or subpoenaed as a witness and must, as a result, lose time from work, the Company agrees to pay such employee the difference between the fee received and the employee's straight time basic rate, excluding shift or other premium, for the scheduled hours he/she otherwise would have worked.

## **ARTICLE 23 – GENDER**

23.01 It is understood that the use of the masculine gender shall include the female gender.

## **ARTICLE 24 – BULLETIN BOARDS**

24.01 The Company agrees that the Union shall have reasonable use of an enclosed notice board for the posting of Union notices. One (1) enclosed Bulletin board in each Live Receiving, Cutup, Lunchroom and Maintenance.

All such notices prior to posting must have the approval of Management and must be signed by an authorized Union official. Approval shall not be unreasonably withheld.

## **ARTICLE 25 – UFCW TRAINING AND EDUCATION FUND**

25.01 The Company agrees to contribute three cents (3¢) to the United Food and Commercial Workers Union Local 175 Training and Education Fund for all hours paid for and worked by all bargaining unit employees.

The Company shall forward the contributions every four (4) weeks to the Union and shall include a list of employees and the number of hours paid and worked by each employee during each four (4) week period.

## **ARTICLE 26 – DURATION OF AGREEMENT**

26.01 This Agreement shall be effective from June 1, 2018 until May 31, 2021 and shall continue automatically thereafter during annual periods of one year, unless either party notifies the other in writing within 90 days prior to the expiration date that it desires to amend or terminate this Agreement.



If pursuant to such negotiations, agreement on the renewal or amendment of the Agreement is not reached prior to the current expiration date, it shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Labour Relations Act of the Province of Ontario, whichever should first occur.

Signed this 24<sup>th</sup> day of December, 2018.

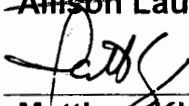
**United Food & Commercial Workers  
Canada Local 175**

**Maple Leaf Poultry (Brampton)  
A Division of Maple Leaf Inc.**

  
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Leslie Proulx

  
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Lionel MacEachern

**SCHEDULE "A"**  
**JOB CLASSIFICATIONS & HOURLY WAGE RATE**

**June 3, 2018**

| <b>Service</b> | <b>Grade 1</b><br>General Labour<br>Heavy Lifter | <b>Grade 2</b><br>Grading<br>Scale Operator<br>Sanitation | <b>Grade 3</b><br>Cooler Help<br>Cut in Nine Saw<br>Detector<br>Operator<br>Shipping/Receiver | <b>Grade 5</b><br>Quality<br>Control<br>Trimmer | <b>Grade 6</b><br>Leadhand | <b>Grade 7</b><br>Tractor Trailer<br>Driver |
|----------------|--|---|---|---|----------------------------|---|
| 0-6 mos.       | 15.00  | 15.09   | 15.17   | 15.42   | 15.51                      | 16.34                                       |
| 7-12 mos.      | 15.88  | 15.97   | 16.06   | 16.33   | 16.42                      | 17.32                                       |
| 13-18 mos.     | 16.76  | 16.86   | 16.95   | 17.24   | 17.34                      | 18.29                                       |
| 19-24 mos.     | 17.64  | 17.74   | 17.85   | 18.15   | 18.25                      | 19.27                                       |
| 25-30 mos.     | 18.52  | 18.63   | 18.74   | 19.06   | 19.17                      | 20.24                                       |
| 31-36 mos.     | 19.40  | 19.51   | 19.63   | 19.97   | 20.08                      | 21.22                                       |
| 37 + mos.      | 20.28  | 20.40   | 20.52   | 20.88   | 21.00                      | 22.19                                       |

**June 2, 2019**

| <b>Service</b> | <b>Grade 1</b><br>General Labour<br>Heavy Lifter | <b>Grade 2</b><br>Grading<br>Scale Operator<br>Sanitation | <b>Grade 3</b><br>Cooler Help<br>Cut in Nine Saw<br>Detector<br>Operator<br>Shipping/Receiver | <b>Grade 5</b><br>Quality<br>Control<br>Trimmer | <b>Grade 6</b><br>Leadhand | <b>Grade 7</b><br>Tractor Trailer<br>Driver |
|----------------|--|---|---|---|----------------------------|---|
| 0-6 mos.       | 15.40  | 15.49   | 15.57   | 15.82   | 15.91                      | 16.74                                       |
| 7-12 mos.      | 16.28  | 16.37   | 16.46   | 16.73   | 16.82                      | 17.72                                       |
| 13-18 mos.     | 17.16  | 17.26   | 17.35   | 17.64   | 17.74                      | 18.69                                       |
| 19-24 mos.     | 18.04  | 18.14   | 18.25   | 18.55   | 18.65                      | 19.67                                       |
| 25-30 mos.     | 18.92  | 19.03   | 19.14   | 19.46   | 19.57                      | 20.64                                       |
| 31-36 mos.     | 19.80  | 19.91   | 20.03   | 20.37   | 20.48                      | 21.62                                       |
| 37 + mos.      | 20.68  | 20.80   | 20.92   | 21.28   | 21.40                      | 22.59                                       |

**SCHEDULE "A" - CONTINUED**  
**JOB CLASSIFICATIONS & HOURLY WAGE RATE**

May 31, 2020

| <b>Service</b> | <b>Grade 1</b><br>General Labour<br>Heavy Lifter | <b>Grade 2</b><br>Grading<br>Scale Operator<br>Sanitation | <b>Grade 3</b><br>Cooler Help<br>Cut in Nine Saw<br>Detector<br>Operator<br>Shipping/Receiver | <b>Grade 5</b><br>Quality Control<br>Trimmer | <b>Grade 6</b><br>Leadhand | <b>Grade 7</b><br>Tractor Trailer<br>Driver |
|----------------|--|---|---|--|----------------------------|---|
| 0-6 mos.       | \$15.80  | \$15.89   | \$15.97   | \$16.22                                      | \$16.31                    | \$17.14                                     |
| 7-12 mos.      | \$16.68  | \$16.77   | \$16.86   | \$17.13                                      | \$17.22                    | \$18.12                                     |
| 13-18 mos.     | \$17.56  | \$17.66   | \$17.75   | \$18.04                                      | \$18.14                    | \$19.09                                     |
| 19-24 mos.     | \$18.44  | \$18.54   | \$18.65   | \$18.95                                      | \$19.05                    | \$20.07                                     |
| 25-30 mos.     | \$19.32  | \$19.43   | \$19.54   | \$19.86                                      | \$19.97                    | \$21.04                                     |
| 31-36 mos.     | \$20.20  | \$20.31   | \$20.43   | \$20.77                                      | \$20.88                    | \$22.02                                     |
| 37 + mos.      | \$21.08  | \$21.20   | \$21.32   | \$21.68                                      | \$21.80                    | \$22.99                                     |

**Maintenance**

**Grade 8**

| <b>Classification</b>               | <b>June 3, 2018</b> | <b>June 2, 2019</b> | <b>May 31, 2020</b> |
|-------------------------------------|---------------------|---------------------|---------------------|
| Maintenance "A"                     | \$30.98             | \$31.48             | \$31.98             |
| Maintenance "AA"                    | \$32.00             | \$32.50             | \$33.00             |
| Leadhand Maintenance "A/AA"         | \$32.75             | \$33.25             | \$33.75             |
| Stationary Engineer 2 <sup>nd</sup> | \$28.90             | \$29.40             | \$29.90             |
| Stationary Engineer 3 <sup>rd</sup> | \$30.49             | \$30.99             | \$31.49             |
| Stationary Engineer 4 <sup>th</sup> | \$27.40             | \$27.90             | \$28.40             |

A general wage increase of \$0.50 per year for all Maintenance employees using the above effective dates with the exception of Maintenance "AA" who will start at \$31.50 and increase by \$0.50 effective June 3, 2018 and Leadhand Maintenance "A/AA" who will start at \$32.25 and increase by \$0.50 effective June 3, 2018.

Annual wage increases will come into effect at the start of the pay period closest to the date of the increase. If the increase comes into effect on a Monday, Tuesday or Wednesday, it will be processed on the pay for that week. If the increase comes into effect on Thursday or Friday, it will be processed on the pay following that week.

In the event the Employer hires at a higher rate, all maintenance employees in that category shall receive the increase.

The employee officially designated as the TSSA "Chief Engineer" shall receive a \$0.50 premium for regular hours worked in that capacity.

## **Live Hang Progression**

### **Grade 5**

| <b>Service</b> | <b>June 3, 2018</b> | <b>June 2, 2019</b> | <b>May 31, 2020</b> |
|----------------|---------------------|---------------------|---------------------|
| 0 to 6 months  | \$19.29             | \$19.69             | \$20.09             |
| 7 to 12 months | \$20.09             | \$20.49             | \$20.89             |
| 13 + months    | \$20.88             | \$21.28             | \$21.68             |

In the event that the Company determines that further improvements are required to the live hang wage progression or premium, the Company will have the right to make those improvements, providing they remain in place for the remainder of the Collective Agreement.

### **PREMIUM: LIVE HANGERS**

Live Hangers premium shall be fifty cents (50¢) paid on all hours worked.

### **LEAD HANDS**

Lead Hand shall be defined as a person who performs work and directs work of others and shall not have authority to hire, fire, or discipline other employees and shall be a Union Member.

### **PRINTING OF COLLECTIVE AGREEMENTS**

The Company agrees to pay \$200.00 towards the cost of printing the Collective Agreements.

## SCHEDULE "B"

### **EMPLOYEE HEALTH & WELFARE INSURANCE**

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

Subject to the same qualifications, the Company will pay the premium cost of the Accident and Sickness Insurance Plan, with a benefit equal to 60% of the employee's average weekly wage to the U.I.C. maximum, on a first day non-occupational accident, fourth day (first day if hospitalized during the waiting period) benefit commencement formula (excluding maternity benefits) for a maximum of twenty-six weeks.

The Company will continue to pay the premium cost of a Group Life Insurance Plan for employees who have completed the probationary period and are otherwise eligible for this insurance. The life insurance coverage will be \$30,000 for each insured employee.

The Company will continue to pay the premium cost of the Major Medical Insurance Plan for employees who have completed the probationary period and are otherwise eligible for this insurance, and their eligible dependents. The Major Medical Plan will include deductibles of \$10/\$10 with no co-insurance.

The Company will implement a generic drug card plan to include only those medically necessary prescriptions. Brand name drugs will be covered under the plan in cases where, for medical reasons, the physician specifically states no substitution on the prescription. Effective June 1, 2018, maximum dispensing fee is \$7.50 per prescription. Effective June 2, 2019, maximum dispensing fee is \$8.00 per prescription.

The Company agrees to pay one hundred percent (100%) for Ambulance coverage that is reasonable and customary.

Any insured employee not actively at work on the effective date of improvement in the present benefit plans will be insured for the improved benefit as amended upon return to active work.

Effective September 1, 2009, Orthotics Benefit will provide a maximum of one (1) pair of orthotics per year, for each eligible claimant, at a maximum of \$400 per pair.

Effective June 1, 2018, the Company will implement an Optical Plan for eligible employees and their dependents providing reimbursement of up to \$230.00 (two hundred and thirty dollars) every twenty-four (24) months, effective June 1, 2019 increase to \$240.00 (two hundred and forty dollars), effective June 1, 2020 increase to \$250 (two hundred and fifty dollars), for the purchase of eyeglasses, prescribed safety glasses and/or Laser Eye Surgery and contact lenses, Eye examinations can be claimed within the two hundred and twenty dollar (\$220.00) maximum. Eligibility requirements for this plan will be the same as in effect for the other Benefit Plans in existence at the Company.

Company participation in the payment of premiums for the insurance plans as described here in above, is conditional upon the employee performing work for the Company during the month in which the premiums fall due. In the case of an employee who is absent and drawing accident and sickness benefits or Workmen's Compensation, the Company will continue to pay insurance premiums that fall due for a maximum period of six months beyond the month in which the employee last performed

work for the Company. It is further understood that entitlement to benefits under these insurance plans shall be decided by the underwriter, based on the provisions of the master policy and controversies shall not be subject to the Grievance or Arbitration provisions of the Collective Agreement.

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

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

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

**DENTAL PLAN** - United Food and Commercial Workers Trusteed Dental Plan Ontario.

- (a) The Company agrees to contribute to the United Food and Commercial Workers Trusteed Dental Plan - Ontario (Dental Plan) June 1, 2015, the contribution will increase to fifty-one cents (51¢) per hour for all hours paid. Hours shall not include weekly indemnity payment. The Company agrees that the dental contribution will be paid on vacation hours.
- (b) The Company agrees to pay any applicable taxes. The Company agrees to supply any other documents, forms, reports or information required by the Trustees of the Dental Plan.
- (c) The Company shall forward all contributions together with a list of all employees covered and the number of hours paid per week, for each employee in each reporting period, within fifteen (15) days following the end of each of the Company's four or five weeks accounting period.

**PENSION PLAN**

Effective the date of ratification, employees who are not currently enrolled in the existing defined benefit pension plan will have the option within 30 calendar days for a one-time irrevocable election to join the defined benefit pension plan. If no election is made, once eligible the employee will be required to join the defined contribution plan.

All employees who are hired after the date of ratification will be required to join the defined contribution plan on the first day of the month coinciding with or pay period after completing 1 year of continuous service, the waiting period.

Each pay period, employees will be required to contribute two percent (2.0%) of their regular earnings, excluding bonuses, overtime, benefits and premiums. For each employee who makes a contribution to the Plan, the employer agrees to contribute an employer contribution maximum of two percent (2.0%) of the employee's regular earnings, excluding bonuses, overtime, benefits and premiums.

**LETTER OF AGREEMENT #1**

**Between:**

**MAPLE LEAF POULTRY (BRAMPTON)**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175**

**Re: Extra Work Hours**

The Company agrees to continue asking senior employees from other departments to do extra work if they have the skill and ability to perform the extra work. It is understood that the extra work will not be offered if the Company would incur overtime.

When production employees are on a scheduled day off, they will be offered available work by seniority providing they have the skill and ability to perform the required work.

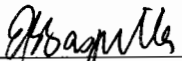
The parties agree that, for extra AM work, AM Cut employees will have priority over PM Cut employees. For extra PM work, PM Cut employees will have priority over AM Cut employees.

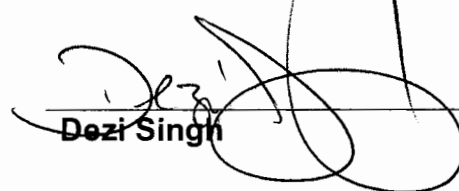
The Employer retains the discretion to determine if employees have the required skill and ability. Employees who wish to qualify for extra work in accordance with this Letter of Agreement must make a request to Management in writing to receive training. The Company will offer such training at least once per calendar year.

Signed this 21<sup>st</sup> day of December, 2018, in the city of Brampton.

**United Food & Commercial Workers  
Canada Local 175**

**Maple Leaf Poultry (Brampton)  
A Division of Maple Leaf Inc.**

  
\_\_\_\_\_  
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LETTER OF AGREEMENT #2

Between:

MAPLE LEAF POULTRY (BRAMPTON)

and

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175

**Re: Labour & Management Committee**

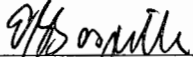
The parties will form a Committee comprised of two (2) bargaining unit employees and two salaried employees who will meet once a quarter (March, June, September and December), to discuss issues that are not Collective Agreement based.

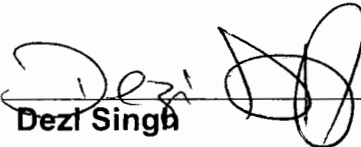
An agenda will be given to each side of the Labour and Management Committee one (1) week prior to the scheduled meeting.

Signed this 20<sup>th</sup> day of December, 2018, in the city of Brampton.

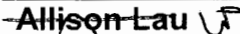
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**LETTER OF AGREEMENT #3**

**Between:  
MAPLE LEAF POULTRY (BRAMPTON)**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175**

**Re: Benefits**

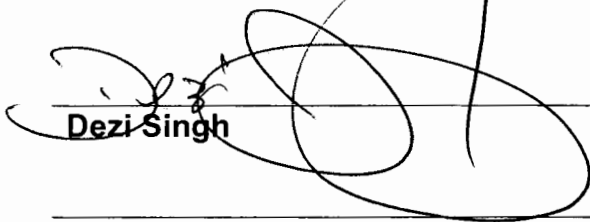
Employees shall qualify for all benefits on the completion of six (6) months service.

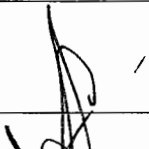
Signed this 21<sup>st</sup> day of December, 2018, in the city of Brampton.

**United Food & Commercial Workers  
Canada Local 175**

**Maple Leaf Poultry (Brampton)  
A Division of Maple Leaf Inc.**

  
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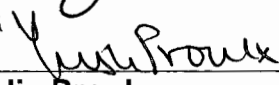
  
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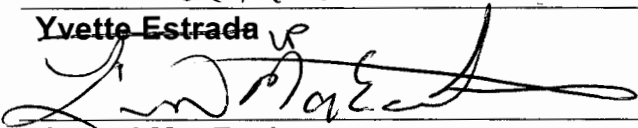
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**Yvette Estrada**

  
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**Leslie Proulx**

  
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**Lionel MacEachern**

LETTER OF AGREEMENT #4

Between:

MAPLE LEAF POULTRY (BRAMPTON)

and

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175

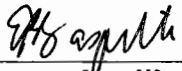
Re: Accident and Sickness Insurance

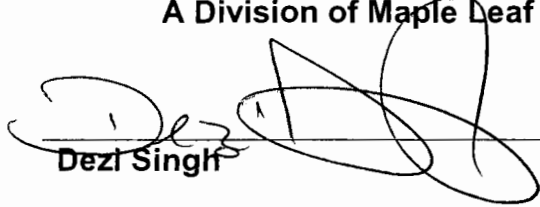
The parties further agree that such agreement shall not adversely affect any benefit provided for in Schedule "B" of the existing Collective Agreement.


Signed this 24<sup>th</sup> day of December, 2018, in the city of Brampton.

United Food & Commercial Workers  
Canada Local 175

Maple Leaf Poultry (Brampton)  
A Division of Maple Leaf Inc.

  
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Dmitri Konnov

~~Allison Lau~~ 

  
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Silvia Silva

  
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Matthew Klaas

~~Yvette Estrada~~ 

  
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Leslie Proulx

  
\_\_\_\_\_  
Lionel MacEachern

LETTER OF AGREEMENT #5

Between:  
MAPLE LEAF POULTRY (BRAMPTON)

and

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175

Re: Outstanding Issues From Negotiations

1. **Negotiating Committee**

The parties agree that the Employer shall pay the Union Negotiating Committee for time spent at negotiations for the renewal of this Collective Agreement, up to eight (8) hours per day for a maximum of three (3) days.

2. **Breaks**

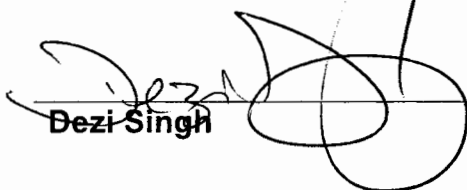
The Company commits to employees receiving their ten (10) minute break as per the Collective Agreement.

Signed this 21<sup>st</sup> day of December, 2018, in the city of Brampton.

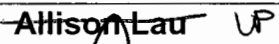
United Food & Commercial Workers  
Canada Local 175


Maple Leaf Poultry (Brampton)  
A Division of Maple Leaf Inc.

  
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Emma Aspilla


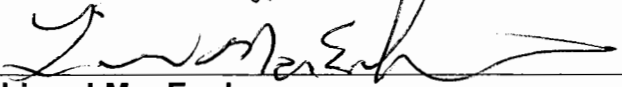
  
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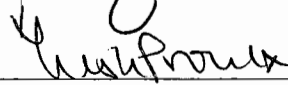
  
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Silvia Silva

  
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Matthew Klaas

  
  
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Yvette Estrada UP  
Lionel MacEachern

  
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Leslie Proulx

LETTER OF AGREEMENT #6

Between:

MAPLE LEAF POULTRY (BRAMPTON)

and

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175

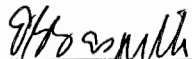
Re: Higher Wage Rates

The Company reserves the right to pay higher than the wage rates set out in the Job Classifications Schedule "A". This will only be done following mutual agreement with the Union.

Signed this 20<sup>th</sup> day of December, 2018, in the city of Brampton.

United Food & Commercial Workers  
Canada Local 175

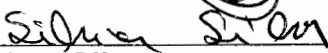
Maple Leaf Poultry (Brampton)  
A Division of Maple Leaf Inc.

  
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Emma Aspilla

  
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Dezi Singh

  
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Dmitri Konnov

  
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Yvette Estrada

  
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Leslie Proulx

  
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Lionel MacEachern

**LETTER OF AGREEMENT #7**

**Between:**

**MAPLE LEAF POULTRY (BRAMPTON)**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175**

**Re: Plant Closure**

If it becomes necessary to close the Plant or a substantial portion of the Plant and it is not expected that those affected will be re-employed, a separation allowance or notice will be provided to employees subject to the following:

- a) They have one (1) or more years' of seniority.
- b) They have not refused an offer of employment by the Company in the same Plant or in another unit of the business, the location of which is reasonably accessible to the location of the place of employment from which the employees are being separated.
- c) They have not been granted retirement on pension.
- d) They have not been transferred to another Plant.
- e) In order to qualify for any separation payment employees will continue to work in a satisfactory manner as long as required.
- f) The scale of separation pay or notice shall be equivalent to:
  - i) One (1) week per year of service for 1-5 years of seniority.
  - ii) Two (2) weeks per year of service for greater than 5 years of seniority, to a maximum of 34 weeks.

Employees who accept separation pay under the provisions of this clause shall on so doing terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

In respect to those employees who are eligible for separation allowance under this Article the Company will continue to contribute to the Group Life Insurance, Extended Health Care. Such contribution shall continue for the notice period of up to 8 weeks following the termination date and will be made on the basis existing at the time of closing.

The Employer agrees to participate in the UFCW 175 Adjustment Program to assist displaced workers in attaining meaningful employment elsewhere. Any costs requested to be incurred by the Employer at that time, will be at the discretion of Management.

Signed this 21<sup>st</sup> day of December, 2018, in the city of Brampton.

**United Food & Commercial Workers  
Canada Local 175**

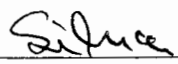
**Maple Leaf Poultry (Brampton)  
A Division of Maple Leaf Inc.**

Emma Aspilla

  
Dezi Singh

Dmitri Konnov

~~Allison Lau~~ 

  
Silvia Silva

  
Matthew Klaas

~~Yvette Estrada~~ 

  
Leslie Proulx

  
Lionel MacEachern

LETTER OF AGREEMENT #8

Between:

MAPLE LEAF POULTRY (BRAMPTON)

and


UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175

Re: Doctor Notes

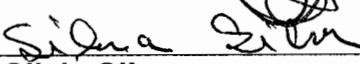
Doctor's notes must state the employee was disabled and incapable of working during the period of absence and be signed and dated by the Doctor. The Company will reimburse employees the cost of providing a duplicate note, should one be required.

Signed this 24<sup>th</sup> day of December, 2018, in the city of Brampton.

United Food & Commercial Workers  
Canada Local 175

  
Emma Aspilla

  
Dmitri Konnov

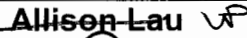
  
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Yvette Estrada - VP

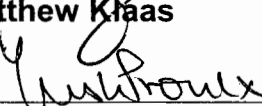
  
Lionel MacEachern

Maple Leaf Poultry (Brampton)  
A Division of Maple Leaf Inc.

  
Dezi Singh

  
Allison Lau VP

  
Matthew Klaas

  
Leslie Proulx

LETTER OF AGREEMENT #9  
Between:  
MAPLE LEAF POULTRY (BRAMPTON)

and

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175

Re: Maintenance Wages

Effective June 1, 2013:

In order to ensure wages for Maintenance employees remain competitive, the Company will conduct an annual Maintenance Wage Survey.

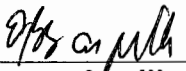
If the average market rate for comparable positions, including consideration of applicable premiums, is more than five percent (5%) above the Maple Leaf rate, the Maple Leaf rate will be adjusted for Maintenance "A", Maintenance "AA", and Stationary Engineer, to the average straight-time rate of the survey.

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

Signed this 24<sup>th</sup> day of December, '2018, in the city of Brampton.

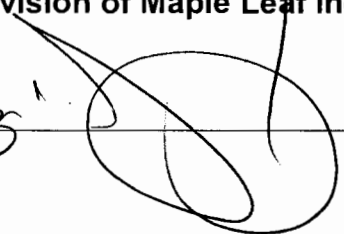
United Food & Commercial Workers  
Canada Local 175


Maple Leaf Poultry (Brampton)  
A Division of Maple Leaf Inc.

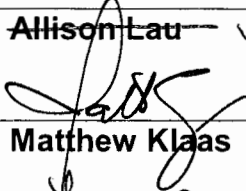
  
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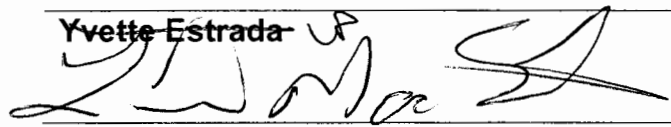
  
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Leslie Proulx

  
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Lionel MacEachern



LETTER OF AGREEMENT #10  
Between:  
MAPLE LEAF POULTRY (BRAMPTON)

and

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175

**RE: Apprenticeship Program**

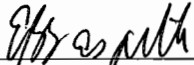
The Company may over the course of the agreement develop and implement as killed trades apprenticeship program.

In the event that the Company decides to introduce the apprenticeship program, the parties agree to meet regarding implementation based on the Ontario Ministry Apprenticeship program.

Signed this 24<sup>th</sup> day of December, 2018, in the city of Brampton.

**United Food & Commercial Workers  
Canada Local 175**

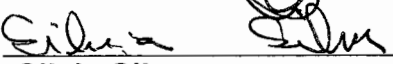
**Maple Leaf Poultry (Brampton)  
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Leslie Proulx

  
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Lionel MacEachern

**LETTER OF AGREEMENT #11**  
**Between:**  
**MAPLE LEAF POULTRY (BRAMPTON)**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS**  
**CANADA, LOCAL 175**

**RE: Alternate shift format for Maintenance Employees (ten (10) or twelve (12) hour shifts)**

In the event the Company decides to implement a major change to the schedule for Maintenance employees in accordance with this Letter of Agreement, the Company will meet with the Union at least ten (10) working days in advance to discuss the schedule changes. Either party will have at most three (3) representatives. From the Company, this will include; the Plant Manager (or designate), Maintenance Manager, HR Manager (or designate).

The following sections will apply to maintenance employees working a ten (10) or twelve (12) hour shift schedule.

Maintenance department vacancies which the Company intends to fill or for the initial implementation, shall be posted and awarded in accordance with the job posting provisions of the Collective Agreement.

Should there be insufficient qualified applicants, the Company may hire from outside the bargaining unit or assign employees to such shifts in reverse seniority order.

The Company shall provide a minimum of ten (10) working days' notice to employees affected by the implementation of an alternate shift format unless the affected employee agrees otherwise.

**REST PERIODS AND SHIFT PREMIUMS**

Employees working a shift of ten (10) hours or more, the Company will provide three (3) ten (10) minute paid rest periods and a one-half (1/2) hours unpaid lunch. Shift premiums shall be paid in accordance with the Collective Agreement.

**STATUTORY HOLIDAYS, FLOATER DAYS**

Employees will receive their regular pay for days they would normally have worked, either eight (8), ten (10) or twelve (12) hours as the case may be, for all Statutory Holidays and Floater days, subject to the criteria set out in Article 9 of the Collective Agreement.

**BEREAVEMENT DAYS**

Employees will receive their regular pay for days they would normally have worked, either eight (8), ten (10), or twelve (12) hours, as the case may be, for all Bereavement Leave.

LETTER OF AGREEMENT #12  
Between:  
MAPLE LEAF POULTRY (BRAMPTON)

and

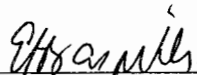
UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 175

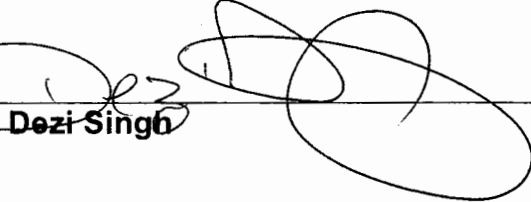
RE: Sanitation

The parties recognize the current staffing and retention issues within the Sanitation department. The parties will meet within 10 business days of ratification to discuss creative solutions to address the issues.

United Food & Commercial Workers  
Canada Local 175

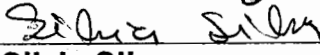
Maple Leaf Poultry (Brampton)  
A Division of Maple Leaf Inc.

  
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Emma Aspilla

  
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Dezi Singh

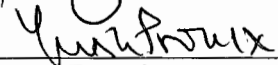
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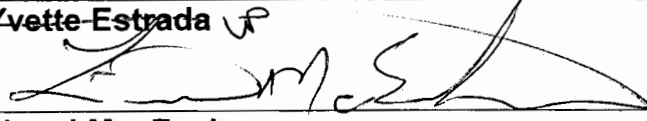
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Yvette Estrada 

  
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Leslie Proulx

  
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Lionel MacEachern