

# Maple Leaf Lethbridge: Important Decision Ahead

Throughout the bargaining process, your Negotiating Committee has strived to advance your issues, concerns and demands to the company since negotiations began in the spring of 2022. Since then, your committee has met with the company for over 20 days through traditional bargaining and then later with the assistance of a government-appointed Mediator.

**It has always been the goal of your committee to bring the best possible offer back to the membership to vote on. While we have reached agreements on many outstanding issues, we were unable to ultimately reach an agreement on an overall package as the company's monetary offer did not, in your committee's opinion, meet the expectations of the membership, and they were also looking for concessions on two major items in the contract.**

**Firstly, they were looking to remove the 6<sup>th</sup> week of vacation. Secondly, they wanted to remove the 37-hour guarantee for all new employees and be able to increase the number of weeks they could reduce the hours for all current employees.**

The committee clearly told the company and the Mediator that these concessions could negatively impact the membership and potentially escalate to a labour dispute if not removed.

After the company tabled what they outlined as their best offer, we asked the Mediator to review the document and provide his recommendations on a settlement to the union and the company—[linked at the bottom, you will find the Mediators Recommendations and his accompanying settlement.](#)

Through this process, your committee is pleased to report that the Mediator heard your committee's concerns and issued his recommendations, which included the removal of the reductions to the vacation and 37-hour guarantee. While he couldn't fix or include resolves on all issues, it did address these significant concessions. In addition, the Mediator recommended moving the wage increase from April 2024 forward to the date of ratification, which would mean that if the membership approves this Mediator's recommended settlement, there would be, at a minimum, an immediate \$1.50 increase for all production and non-trades employees going forward, with retro pay going back to the expiration of the contract. This recommendation equates to an immediate increase of 9.3% to the base rate. If an employee has worked all hours since April 1, 2022, the retro pay would equate to approximately—\$2,500 (less statutory deductions).

The Mediator and your Negotiating Committee believe that this Mediator's Recommended Settlement represents the best possible settlement under the current circumstances without a labour dispute. While this Mediator's Recommended Settlement may not address all the issues of the membership, your committee wanted to highlight some of the improvements:

- \$3 increase over the life of the agreement. (six years – two going backwards and four going forwards)
- Retro pay
- Improved language for Maintenance Wage Survey and increases to Trades rates of \$2.31 retro to January 1, 2023
- Introduction of the new Maple Leaf Pension plan

- Legacy fund payments to all pre-2015 members
- Immediate enrollment in new pension plan for all current members
- Increased vision care
- Increased afternoon shift premiums
- Increased boot allowance
- Increased Physiotherapy
- Increased dental and orthodontic coverage
- Improved several job levels
- Improved health and safety language

To give the membership adequate time to review the Mediator's Recommended Settlement, we will give you a few weeks before we hold our ratification votes. During this time, the company has committed to providing employees with an opportunity to meet and speak with pension experts to answer any questions you might have about the change in pension plans and financial planning.

**We encourage you to review the document thoroughly and direct any questions to your Union Negotiating Committee members.**

**Before the votes, we will hold an Question and Answer Meetings session but don't wait until then to ask any questions you might have. Because you'll need to make a significant decision, we want to give you enough time to review your options and ask any questions.**

While your committee understands that the expectations of the membership are high, we felt that it was essential to bring this Mediator's Recommended Settlement back to the membership for you to vote on. There are many improvements and additions to the contract that, if accepted, would provide additional benefits and wages to employees right away. If the membership rejects the Mediator's Recommended Settlement, your Union Negotiating Committee will hold a strike vote in the following weeks.

**Question and answer meetings** will be held at the Holiday Inn Express (217 41 St S) on Monday, November 20, 2023, at 8:30 am, 1:00 pm and 6:30 pm.

**In-person voting** will be held at the Holiday Inn Express (217 41 St S) on Tuesday, November 21, 2023, between 8:00 am and 9:30 am and 1:30 pm to 7:00 pm.

**Online voting** (for those unable to vote in person) will be conducted between 12:01 am and 2:00 pm on Wednesday, November 22, 2023.

Please note your union utilizes an independent voting company to conduct the online votes, and they require a valid email address to send a ballot and password, too. If you are unsure if the union has your correct email address, please contact the Union office to update your contact information.

**This choice is critical, and we encourage everyone to review the information and vote.**

In solidarity,

Your UFCW Local 401 Union Negotiating Committee,  
 Devin Yeager (Spokesperson), Cam Howey (Union Labour Relations Officer),  
 Numa Castaneda, Antonio Castrodos Jr, Mark Heitman, James Paulson and Carie Swatske.

**IN THE MATTER OF The Labour Relations Code and a dispute between  
Maple Leaf Foods Inc. - Lethbridge Pork and United Food and  
Commercial Workers Canada Union, Local No. 401**

**MEDIATOR'S RECOMMENDATIONS FOR TERMS OF SETTLEMENT**

**Background**

The parties have been bargaining for a renewal collective agreement but have been unable to settle the dispute during bargaining, during which they met for a significant number of days. I met in Mediation with the parties in person on July 10 and 11 in Lethbridge, virtually on August 1, and again in person on October 23 and 24, 2023. During these sessions there was progress, and the parties made their positions clear to each other and the Mediator.

This negotiation is at a critical point where everyone needs to proceed carefully. I had focused discussions with the parties to determine a path forward, and the necessary elements of a suitable agreement. Each side strongly advocated for their respective interests while respecting the need, and showing a desire, to reach terms that both sides could ratify.

As a result of the information provided to me, I believe that releasing a mediator recommendation is the right step to assist the parties in finalizing a settlement. In reaching this recommendation, I considered the information and interests exchanged by the parties during the mediation process. Collective bargaining involves give and take, meaning that neither side achieves all that they had asked for.

It is my hope that both negotiating committees and their respective constituents and principals give serious consideration to this recommendation as a basis for bringing closure to this dispute.

**Recommendations**

There are very specific circumstances to this negotiation that result in this recommendation, which is appropriate to this file. The Mediator recommendations for settlement are attached as **Appendix A**.

This is the package that both sides will vote on for ratification. I believe that it provides a positive settlement document that addresses the needs of both parties. The attached recommendations are strongly recommended to both parties.

Under the Labour Relations Code, the parties are currently in mediation pending this ratification vote. Should a vote fail, either party can request that the Mediator book out, triggering the countdown to a work stoppage – a strike or a lockout. I do not believe that either party wishes a work stoppage, but it becomes far more likely if there

is a failed ratification. I would caution both parties against placing themselves in that situation. A work stoppage will benefit neither party and will have significant and lasting consequences on the business and those who are employed there.

It is my hope that both negotiating committees and their respective constituents and principals give serious consideration to the Mediator recommendations as a basis for bringing closure to this dispute and settlement of the outstanding issues.

**Ratification by The Parties**

It is understood that these recommendations are subject to ratification by both parties.

I request that each party advise me, in writing, on or before **November 30, 2023**, if you accept or reject these recommendations. If this deadline is unworkable due to scheduling issues, then please request an extension in writing, with a copy to the other party.

If both parties accept the recommendation then the Collective Agreement will be amended accordingly. If the recommendation is rejected then you may return to the bargaining table alone, with the Mediator, or exercise any other rights you may have.

I remain assigned to the file until its conclusion and remain available to assist you should you require it

All of which is respectfully submitted for your consideration.

Dated this 25<sup>th</sup> day of October 2023.



Rick Wilson  
Mediator

# Mediator Recommendations

## Appendix A

Renewal date March 31, 2022

**TO THE AGREEMENT  
BETWEEN:**

**MAPLE LEAF FOODS INC –  
LETHBRIDGE PORK**, a body  
corporate carrying on business in  
the Province of Alberta, hereinafter  
referred to as the "Company"

**AND**

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

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This Memorandum of Settlement forms the full and complete resolve to all outstanding issues between the parties. The parties agree to take this package to their respective principles with a unanimous recommendation for ratification. This package, when ratified, in conjunction with the expired Collective Agreement, will form a new Collective Agreement between the parties. All changes to the Collective Agreement are effective the date of ratification unless otherwise specified. Any legitimate errors in this Memorandum of Settlement shall be subject to correction by the parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS MEMORANDUM OF SETTLEMENT.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

FOR THE UNION

FOR THE COMPANY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Article 2 – Bargaining Unit

Amend as follows:

- 2.1 The bargaining unit is comprised of all ~~hourly~~ the employees on the plant payroll, as distinguished from the office payroll, with the exception of:
- (a) Production Supervisors and those above the rank of Production Supervisor.
  - (b) Lead Hands.
  - (c) Employees represented by any certified bargaining agent other than the Union.
  - (d) **Chief Boiler Engineer**
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## Article 3 – Management Rights

Amend as follows:

The Union recognizes the sole right of the Company to manage the plant and direct the work of the employees including the right to hire, promote, demote, suspend, discharge for cause, lay-off, assign to jobs and shifts, transfer employees from department to department, increase or decrease the working forces, determine the products to be handled, processed or manufactured, the schedule of production and the methods, processes and means of production and the handling of same. The Company shall not discriminate against present and prospective employees whether or not they are members of the Union. This article shall not be used for the purpose of avoiding the effect of the other provisions of this Agreement.

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## Article 4 – Grievance Procedure

Amend as follows:

- 4.2 ~~The Grievance Committee, comprised of regular employees of the Company who have attained seniority, shall be elected by the Union and the Company shall be kept informed of the employees on that committee. The number of employees on the Grievance Committee at the plant shall not exceed three (3).~~
- 4.4 The employee may be present if he/she so desires in any of the steps outlined in Article 4.1. Where the grievor is on a shift differing from that in which the grievance meeting is held, he/she will be paid, along with the **Steward(s)** ~~Grievance Committee~~, at his/her regular job rate for time spent with Plant Management at such grievance meeting. The Company will make every reasonable attempt to hold grievance meetings during regular working hours.
- 4.6 Except as provided under the first paragraph of Article 10.1, if an employee deems he/she has been unjustly suspended, unjustly discharged or unjustly laid off from the service of the Company, he/she shall submit his/her difference in writing through the ~~Grievance Committee~~ of the Union, within five (5) working days after date of separation, and the difference will be considered commencing at the Second Step of Article 4.1. In the event of such employee being reinstated, he/she shall be paid for the period during which he/she has not worked as if he/she had not been suspended, discharged, or laid off, subject to such adjustment as the settlement may determine

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Article 4 – Grievance Procedure

Amend as follows:

- 4.9 ~~Shop Stewards and Assistant Shop Stewards, all of whom~~ shall be regular employees of the Company who have attained seniority, the number to be decided by negotiation between the Union and the Company, **and shall be elected or appointed** by the Union and recognized by the Company. A list of all such Stewards, stating the department ~~or groups~~ each represents shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in this list. ~~The Assistant Shop Steward will act only when the Shop Steward is absent from the plant.~~

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Article 4 – Grievance Procedure

Amend as follows:

- 4.11 If an employee is being interviewed privately by **the Company** his/her Production Supervisor about a matter that knowingly could result in his/her discipline, ~~he/she may, if he/she desires, request that his/her~~ **the** department Steward **shall** be present **wherever possible. If an employee declines the presence of a Shop Steward for this interview, they must do so in writing.** ~~as a witness. If such interview is conducted by the General Supervisor, or in his/her absence the Company's designated representative, the employee may request the presence of the Chief Steward, or his/her designated representative, or the Assistant Chief Steward, or his/her department Steward as a witness. If the employee in question is the department Steward, then he/she may request the presence of the Chief Steward or the Unit Chairperson of the Local Union shall be present as the witness.~~

If an employee is discharged, suspended, or issued a written reprimand, the Company shall notify the Union in writing within two (2) working days stating the reason for such discharge, suspension, or reprimand.

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Article 4 – Grievance Procedure

Amend as follows:

- 4.13 **The Company will remove all disciplinary references from the employee's personnel file provided there has been no further disciplinary action taken against the employee for a period of twenty-four (24) months of employment. This timeframe of twenty-four (24) calendar months shall not include the following:**
- 1. Periods of leave of absence without pay which exceeds thirty (30) continuous calendar days.**
  - 2. Absences due to illness or injury which exceed thirty (30) continuous calendar days.**

## Article 5 – Arbitration

Delete Article 5.2 in its entirety.

- 5.2 ~~Where appropriate, the parties may mutually agree to an Arbitration Board consisting of three (3) members, one (1) nominated by each party, and a Chairperson to be selected by the two (2) nominees.~~
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## Article 6 – Union Security

Amend as follows:

- 6.2 A new employee shall become a member of the Union within thirty (30) calendar days following his/her date of hire. The Company agrees to obtain applications for membership in the Union at time of hire from such employees and **provide them to the Union within fourteen (14) calendar days.** ~~and membership in the Union will be granted within thirty (30) calendar days.~~
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## Article 6 – Union Security

Add new Article:

### **6.XX NEW - Contact Information**

**Twice per year, or upon mutual consent, the Company shall supply the Union with an updated employee contact list. Where available, this list shall include the employee's name, contact information (including address, phone number, and email), seniority date, department, position and rate of pay.**

**It is the responsibility of the employee to provide their updated information to the Company.**

### **6.XX NEW - Union Orientation**

**The Company will permit one (1) Steward from the day shift up to thirty (30) minutes of paid time at regular rates to attend new employee orientation meetings to present and explain literature related to Union business and answer any questions new employees may have regarding the Union. This meeting shall take place as soon as possible and at a time that is mutually agreeable between the Shop Steward and the Company.**

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## Article 7 – Check-Off

Amend as follows:

- 7.1 The Company agrees to deduct the ~~monthly~~ Union dues from each employee's pay on ~~his/her first pay day in each calendar month~~ during the term of this Agreement and in the



case of a newly hired employee, on the first pay day in the same month the employee was hired.

~~(a) The Union may convert the monthly Union dues referred to in this section to weekly Union dues by:~~

~~(i) Advising the Management at least sixty (60) days prior to the commencement of the weekly check-off, which must commence on the first day of any week, and;~~

~~(ii) In writing confirming the amount of the weekly dues.~~

7.2 Upon receipt of written authorization signed by the employee, the Company will deduct the initiation fee from the pay of employees joining the Union and such deduction will be made from the employee's pay in the payroll week next following the week in which such authorization form is received by the Company.

7.3 The Company will deduct a special assessment uniformly required of all members of the Union and such deduction shall be made from the employee's pay commencing on his/her first pay day next following the date on which notice of such authorization is received from the Union.

7.4 The Union shall advise the Company in writing of the amount of the initiation fee, dues, and assessments authorized by the employees in keeping with the Constitution and By-Laws of the Union.

7.5 The Company will transmit the total amount so deducted from all such employees, complete with an alphabetical listing of those employees who had Union dues deducted, **the total regular hours worked, and the amount of each deduction broken down into regular dues, initiation fees and assessments** to the ~~Financial Secretary~~ **Treasurer** of the Union on or before the fifth (5th) day of the following calendar month. In addition, the weekly and monthly statements will be included.

**The above dues, initiation fees and assessments shall be submitted electronically in a manner acceptable to both parties.**

**The parties agree that should the Union require a dues structure that creates a new administrative process for the Employer, the parties will meet to discuss and explore opportunities for a resolve.**

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## Article 9 – 37 Hours Pay Guarantee

Amend as follows:

9.1 Based upon the present prevailing hours or work, as outlined in Article 8 hereof, if a regular employee's weekly earnings, excluding overtime and night premium, do not amount to the equivalent of thirty-seven (37) hours pay at his/her job rate, hereinafter called the "guaranteed payment", the Company shall make up the difference subject to the following provisions:

- (a) The provisions of Article 9 shall not apply to:
  - i. Employees hired on a casual basis for such work as snow shovelers, wreckers, and;
  - ii. Employees discharged for cause, suspended, or voluntarily leaving the service of the Company.
  - iii. In the event of instances of force majeure.**
- (b) Overtime payments made to an employee under Article 8.2 shall not be deemed to be "overtime" for the purposes of Article 9.1.
- (c) The guaranteed payment shall be reduced one quarter (1/4) hour for each hour or fraction thereof that an employee is absent from work during scheduled working hours.
- (d) For purposes of the weekly thirty-seven (37) hours pay guarantee, if an employee does not perform the work assigned to him/her, the guaranteed payment for the payroll weeks in which the absence occurs shall be reduced by the number of hours he/she missed.
- (e) An employee who is employed after the first of the payroll week shall be guaranteed, for such week, that fraction of the guaranteed payment which the normal hours remaining of the payroll week are of forty (40) hours.
- (f) Employees on lay-off notice shall be entitled to their guaranteed payment for the week in which notice is given and should the notice extend into a subsequent week, then the guaranteed payment for such week shall be that fraction of thirty-seven (37) hours pay which the normal hours for those days of the notice occurring in such week are of forty (40).
- (g) Where the observance of a holiday other than any of the stipulated paid holidays,
- (h) leaves less than thirty-seven (37) scheduled hours in the payroll week, the guaranteed payment shall be the number of scheduled hours available for work.
- (i) If only part of the employees in any gang receiving guarantee pay can be used on other work, they shall be entitled to any guarantee pay due their gang, plus whatever they earn on the other work, provided they have been present each workday and worked all hours as ordered.

Notwithstanding all of the provisions of Article 9.1 set out above, the Company may reduce an employee's "guaranteed payment" from thirty-seven (37) hours pay at his/her job rate to ~~thirty-~~two (32) hours pay at his/her job rate in a maximum of ten (10) weeks in a calendar year provided that the Company informs the Union by Friday of its intent to reduce the guarantee in the following week.

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## Article 10 – Seniority

Amend as follows:

- 10.1 Seniority is defined as the length of an employee's service with the Company determined by inclusion on the plant payroll, referred to herein as "plant work", provided however, that an employee will be on probation and not subject to the seniority provisions contained herein, until he/she has completed **520 hours** ~~sixty-five (65) scheduled days~~ of employment, on plant work, within a consecutive nine (9) month period and has received pay for each such day at least equal to the minimum provided under Article 8.8. Until a probationary employee has acquired seniority, he/she may be separated from the Company's employ at any time without reference to the grievance procedure and the Company shall be under no obligation to rehire. Upon completion of such probationary period, the employee's name will be placed on the seniority list. **An employee's probation period may be extended by mutual agreement.** An employee's service shall be calculated as the elapsed time from the date he/she was first employed on plant work, unless his/her seniority was broken, in which event the calculation shall be from the date he/she returned to plant work following the last break in seniority, subject to the following:

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## Article 10 – Seniority

Amend as follows:

- 10.2 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation to rehire when he/she:
- (a) Voluntarily leaves the service of the Company or is discharged for cause; or
  - (b) Fails to return to work when called or cannot be located after a reasonable effort on the part of the Company. A registered letter directed to his/her last known address, with a copy to the Union, shall constitute reasonable effort on the part of the Company. The employee shall, within five (5) working days (if the address is in Lethbridge) or seven (7) days (if the address is outside Lethbridge) of the date of such notice, notify the Company with respect thereto and in such event, the employee shall return to work within a reasonable time **one (1) week**. ~~reasonable time to be determined by the Company and the Union.~~

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## Article 11 – Transfers

Amend as follows:

- 11.1 Permanent Transfer

- (a) When an employee has been transferred out of a department, ~~he/she~~ **they** may **within thirty (30) days** ~~prior to the expiration of four (4) months from date of transfer,~~ signify in writing to **Human Resources** ~~the General Supervisor~~ that ~~he/she~~ **they** wishes to return to the original department. When a vacancy occurs in the original department, the senior employee who has signified **their** ~~his/her~~ their wish will be returned.
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## Article 11 – Transfers

Amend as follows:

### 11.1 Permanent Transfer

- (b) Once a permanent transfer is executed, a copy of the employee's Transfer Request Form shall be given to the Chief Steward immediately after the employee is advised. **A copy to be provided to the Union Representative as soon as possible.** If an employee is transferred permanently to work where the job rate is higher, he/she shall receive the higher rate when he/she becomes qualified, as defined in Article 11.6 (a) above. While an employee is attempting to qualify on a higher rated job, he/she will continue to be paid the rate of the job from which he/she transferred, not the Class 1 rate. If an employee is permanently transferred to work where the job rate is lower, such lower rate shall start twelve (12) weeks, including lay-off, after the date of such transfer.

The twelve (12) week period set out in the foregoing paragraph shall be extended one (1) day for each day the employee is required to return temporarily to his/her previous higher rated work. Where the employee returns temporarily to his/her previous higher rated work for a period in excess of three (3) consecutive weeks, the twelve (12) week period set out in the foregoing paragraph will recommence when the employee is again transferred to the work where the job rate is lower.

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## Article 11 – Transfers

Amend as follows:

- 11.7 An employee whose schedule calls for work to commence at any time other than between 6 a.m. to 9 a.m. inclusive, shall receive a night shift premium of ~~fifty-five (\$0.55) cents per hour and~~ **sixty-five (\$0.65) cents per hour effective after ratification**, for all hours worked between 4 p.m. and 7 a.m. Such premium to be continued for hours worked after 7 a.m. where the employee was entitled to the premium for hours immediately before 7 a.m. Such premium shall not be a part of his/her regular rate.

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Article 12 – Promotion and Job Posting – Entire Article

Amend as follows:

**On a monthly basis, the Company agrees to provide the Union with a list of the successful candidates, the job, the date the position was awarded, and the date the employee moved into their new position, where applicable.**

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Article 13 – Leave of Absence

Amend as follows:

- 13.2 **Upon written request from the Union, and with approval from the Company, employees may be allowed time off with no loss of benefits for official Union business. The Union will provide the Company with as much notice as possible. Such leaves will not be unreasonably denied, subject to operational requirements.**

**The Company will provide the employee with pay for the approved time related to official Union business and will invoice the Union for the cost.**

~~Employees chosen by the Union to attend to Union business outside the plant shall be granted leave of absence, providing that the absence of each such employee shall not unreasonably affect the operation of his/her department. Such leave will be extended up to a maximum of a further thirty (30) days upon reapplication by the employee. Seniority shall continue to accumulate during such period of leave of absence.~~

Unless otherwise agreed, the maximum number of employees permitted on leave of absence at any one time will be three (3).

The Company recognizes that on an infrequent basis there is a need for Shop Stewards and/or bargaining unit members to participate in conferences and/or training. Provided the operation of the specific department is not unreasonably affected, the Company agrees to cooperate in the granting of leave for such purposes. The leave request will not exceed six (6) employees and where possible, it will be organized during non-peak production periods.

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Article 13 – Leave of Absence

Amend as follows:

- 13.4 (b) Parental Leave

An employee who has qualified for maternity leave may take parental leave immediately following the expiration of the maternity leave **as per Alberta Legislation**. ~~to a maximum of thirty seven (37) consecutive weeks. A parent who did not qualify for maternity leave, but has at least twelve (12) months seniority, qualifies for parental leave to a maximum of thirty seven (37) consecutive weeks commencing at any time within fifty two (52)~~

~~weeks after the date of delivery or adoptive placement of the child. In either case, the employee must provide six (6) weeks written notice of the date the leave is to commence. Where the parents of the child both qualify for parental leave, they may split the thirty-seven (37) weeks between them.~~ Seniority shall accumulate through the period of such leave.

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### Article 13 – Leave of Absence

Amend Articles 13.3, 13.4, and 13.6

13.3 Leave of absence may be granted to an employee by the Company for good and sufficient reason upon application by the employee provided the granting of such leave does not interfere with the requirements of the business. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the Company, and if the leave is granted by the Company, it shall be confirmed in writing and a copy thereof sent to ~~the Secretary of the Union~~ **Representative**. Seniority shall accumulate through the period of such leave of absence. The Union will be advised of the final disposition of all written applications for leave of absence.

13.4 (a) Maternity Leave

~~An employee with at least six (6) months seniority for leave of absence before the sixth (6<sup>th</sup>) month of pregnancy shall be granted leave up to fifteen (15) weeks commencing at any time during the twelve (12) weeks immediately before the estimated date of delivery and extending at least six (6) weeks following the date of delivery.~~ Immediately prior to the expiration of such leave, the employee may signify in writing, supported by a doctor's certificate of physical fitness, that she wishes to return to work, and in such case she will be reinstated within one (1) month provided she has the necessary seniority and is able to perform the required work satisfactorily. Seniority shall accumulate through the period of such leave.

13.6 Funeral Bereavement Leave

Where an employee is absent due to a death of a sister, brother, husband, wife, son, daughter, grandfather, grandmother, grandchild, mother or mother-in-law, father or father-in-law, step-mother and step-father, step-sister or step-brother, he/she shall receive pay at his/her regular rate for scheduled hours lost on three (3) consecutive scheduled days.

Where an employee is absent due to a death of a spouse's grandmother, spouse's grandfather, sister-in-law or brother-in-law, he/she shall receive pay at his/her regular rate for scheduled hours lost on one (1) scheduled day.

**If a bereavement leave occurs during an employee's vacation, that portion of their vacation time shall be rescheduled upon their return to work at a time agreed upon between the employee and their immediate Supervisor.**

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## Article 17 – General

Move this article to the new health and safety section and amend as follows:

### 17.2 Safety Equipment and Boots

~~The provisions for the safety committee shall be maintained as outlined in the Company safety policy.~~ The Company shall provide safety equipment free of charge to employees whose work makes it desirable in the interest of safety to use such equipment. The employees shall use and assume responsibility for the reasonable care of all safety equipment supplied to them. In the event that such safety equipment is lost or is not returned on demand, the Company shall be entitled to deduct the cost of same from the employee's wages. It is understood that the said safety equipment shall not be deemed to include such personal necessities as overalls, or any other article which become the personal property of the employee.

The Company will reimburse up to ~~one hundred fifty (\$150.00)~~ **one hundred seventy-five (\$175.00) dollars per year, effective after date of ratification**, and **one hundred ninety (\$190.00) dollars per year, effective April 1, 2027**, ~~or up to two hundred sixty (\$260.00) dollars every two (2) years in Year 2, or up to two hundred seventy five (\$275.00) dollars every two (2) years in Year 4 of the contract upon production of a receipt by the employee, toward the cost of new safety boots to all employees who:~~

- (a) Have six (6) months seniority,
- (b) Purchase new leather boots for use on the job, and
- (c) Are not regularly being supplied with rubber work boots by the Company.

For a subsequent purchase, employees will again become eligible for this allowance either one (1) or two (2) years from the date of their previous purchase, depending on their purchase election as above.

Employees with less than six (6) months seniority, who purchase leather safety boots through the Company for use on the job, will receive this allowance upon the attainment of six (6) months seniority.

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## Article 13 – Leave of Absence

Amend as follows:

### 17.3 Bulletin Boards

The Company shall designate bulletin boards for the use of the Union at conspicuous places throughout the plant. All bulletins shall be submitted to the Management for approval before posting, save and except routine notices calling Union meetings. ~~posted by officers of the Union who are employees of the Company.~~

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Article 17 – General

Amend as follows:

17.8 Joint Labour-Management Committee

~~A Joint Labour Management Committee consisting of the **Union Representative**, Chief Steward, Unit Chairperson, Plant Manager, General Supervisor, and Human Resources Manager shall meet no less than four (4X) times per year to discuss outstanding issues between the parties.~~

**A Joint Labour-Management Committee shall meet no less than quarterly (4x) per year to address concerns and outstanding labour relations issues.**

**Such Committee shall be comprised of the Union Representative, Chief Steward, Unit Chairperson, Plant Manager, Production Manager or designate, Human Resource Manager, or designate. Invited guests from the Union and Company will attend as available.**

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Letter of Understanding #1

Remove LOU#1 and amend Article 17.6

~~This will confirm that the Company will continue to provide clothing presently issued without charge to employees under Article 17.6 of the Agreement.~~

17.6 Personal Protective Equipment (PPE) will be issued without charge to employees and the Company will establish regulations in respect thereto. Such PPE will include a new helmet, safety eye protection, hearing protection, and steel-toed rubber boots. **The Company will continue to provide clothing presently issued without charge to employees.**

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Add new Health and Safety Article 18

**18.XX Joint Health and Safety Committee**

**A Joint Health and Safety Committee will be established, comprised of equal representation from all bargaining unit departments, with representation from management not to exceed quorum, to meet monthly to review all matters pertaining to the Act and/or procedures and policies of the Company, and make recommendations to the Company.**

**JHSC members shall be appointed from the following areas:**

- Maintenance (1)**
- Rendering (1)**
- Shipping (1)**



- Sanitation (1)
- Boiler Room (1)
- Kill Floor (1)
- Cut Floor (2)

The JHSC committee must have 2 co-chairs:

- worker co-chair is chosen by the Union
- employer co-chair is chosen by the Employer

The functions of the Committee will be to inspect the plant site and discuss safety matters once a month. Minutes will be recorded and posted on the plant site. The minutes shall contain concerns of the Committee and proposed recommendations. A copy of the above minutes will be forwarded to the Union.

The Union Representative will be informed and may attend all Joint Health and Safety Committee meetings.

All employees shall be paid their applicable rate when attending safety meetings.

Article 19 – Wages

Amend as follows:

Job	Class as per CBA	Class Agreed to post CBA	Action
<b>Kill Floor</b>			
Transfer-Gambing	3	4	Update class & job title in CBA
Loosen Tongue	3	4	Update class in CBA
Wash Rollers and Gams	2	3	Update class in CBA
<b>Cut Floor</b>			
Bone and Trim Shoulder	4	5	Update class in CBA
De-Fat Hams	3	3a	Update class in CBA
Dry Goods	3	4	Update class in CBA
Job	Class as per CBA	Class changed post CBA	Action
<b>Kill Floor</b>			
HIP Tester MSIP/CCP Monitor	3a	4	Update job title and new class
Cut off Hind Feet	2	3a	Update new class
Wash Bams Pens /Move Hogs	2	3	Update job title and new class
Present Offals	3	3a	Update new class
Remove Snout Chins and Snouts	3	4	Update job title and new class
<b>Cut Floor</b>			
Set Up	3	4	Update new class
<b>Pack/Ship Floor</b>			
Reach Truck Operator	4	5	Update new class

Set Up	3	4	Update new class
Pack COV	2	3	Update new class
<b>Job</b>	<b>Class</b>	<b>Action</b>	
<b>Kill Floor</b>			
<b>Palletize</b>	2	Existing job not included in CBA; add job and class to CBA	
<b>Process Control Monitor</b>	4	Existing job not included in CBA; add job and class to CBA	
<b>Pancreas packing</b>	2	New position; add job and class to CBA	
<b>Trim Snout buttons</b>	2	New position; add job and class to CBA	
<b>Pack/Ship Floor</b>			
<b>Load containers</b>	2	Existing job not included in CBA; add job and class to CBA	
<b>Metal detector</b>	3	Existing job not included in CBA; add job and class to CBA	
<b>China Inspector</b>	2	New position; add job and class to CBA	
<b>Job</b>	<b>Action</b>		
Mark Legs Open Bellies First cut	Job Title change; update job title in CBA		
Clip Hooks front feet	Job Title change; update job title in CBA		
Separate Sort Offals	Job Title change; update job title in CBA		

---

## Article 19 – Wages

Amend as follows:

### 19.1 Maintenance Wage Survey

~~Increase Skilled trades by seventy five (\$0.75) cents in Year 1. In the subsequent years the following process will be used to determine yearly Skilled Trades rates:~~

In order to ensure wages for Maintenance **licensed skilled trades** employees remain competitive, the Company will conduct an annual Maintenance Wage Survey **of at least five (5) relevant industrial labour market competitors.**

**The positions of the required licensed skilled trades, as determined by the Company will be benchmarked at each of the identified competitors surveyed. If this average is more than five (5%) percent above the Maple Leaf rate for the same position, then the Maple Leaf rate will be adjusted to this average.**

~~If the average market rate for comparable positions, including consideration of applicable premiums, is more than five (5%) percent above the Maple Leaf rate, the Maple Leaf rate will be adjusted to the average straight time rate of the survey.~~

The survey will be completed in November of each year **and shared with the Union Representative**, with any required adjustments effective the first pay period of January.

Maintenance rates established under this provision are not subject to the grievance and arbitration process.

---

## Article 19 – Wages

Amend as follows:

### 19.1 Maple Leaf Pork Retention Bonus

All employees actively on payroll at the end of each calendar year (during the life of the Collective Agreement) will receive an additional fifty (\$0.50) cents per hour for all straight time hours worked and vacation hours taken. This amount will be made payable to qualified employees in a lump sum (less statutory deductions) by January 30<sup>th</sup> following the year completed. **Qualified employees refers to employees who are actively on payroll at the time of the payment.**

---

## Article 19 – Wages

Amend as follows:

### 19.2 Rate for a New or Changed Job

The Company will establish the rate for a new or changed job by comparing the job with similar jobs already listed in Article 19.1.

The Company will send written advice of the established rate to the Chief Steward **and the Union Representative.**

Within fifteen (15) calendar days of notification described in the preceding paragraph, and upon objection by the Union to the newly established rate, Management will discuss the matter with the Union Chairperson, ~~and/or~~ Chief Steward **and Union Representative.** If the matter is not settled within fifteen (15) calendar days after such discussion, it will be referred in writing for further review, such written notice to contain a submission in support of the objection to the newly established rate.

If the matter is not settled within fifteen (15) calendar days from the date of written notice, the parties shall appoint a qualified consultant in Job Evaluation to determine the rate and his/her decision shall be final and binding. The expense of such consultant will be shared equally by the Company and the Union.

If the parties cannot agree on the appointment of a qualified consultant in Job Evaluation, then proceedings will be taken under the fourth step of Article 4. In assessing the rate established by the Company for the new or changed job, the Arbitration Board shall consider the rate of similar jobs listed in Article 19.1 in reaching its decision.

### 19.3 List of Rates and Classifications

Each January 15<sup>th</sup> and July 15<sup>th</sup>, or as otherwise agreed between the parties, the Company will give to the Chief Steward **and Union Representative**, a list of the paid rates, of all employees who have seniority.

---

## Article 20 – Welfare Plan

Amend as follows:

Chiropractic will be **up to increased** ~~from current coverage of ten (10) treatments per year to twenty (20) treatments per year.~~ Applicable plan eligibility requirements and restrictions apply other than those specified above.

### Weekly Indemnity

Weekly Indemnity will be as follows:

**For eligible employees, sickness benefits will continue while the employee is on an approved Employment Insurance or Weekly Indemnity claim.**

**Eligible employees will receive fifty-five (55%) percent of earnings (to Employment Insurance maximum), up to a maximum of fifty-two (52) weeks (twenty-six (26) weeks of Employment Insurance, and twenty-six (26) weeks of Weekly Indemnity). Sickness benefits will terminate upon the employee's sixty-fifth (65) birthday.**

- ~~———— For eligible employees whose rate is \$10.50 per hour or less; \$300.00/week.~~
- ~~———— For eligible employees whose rate is more than \$10.50 per hour but less than \$11.99 per hour; \$320.00/week.~~
- ~~———— For eligible employees whose rate is more than or equal to \$11.99 per hour but less than \$12.39 per hour; \$340.00/week.~~
- ~~———— For eligible employees whose rate is more than or equal to \$12.39 per hour but less than \$13.04 per hour; \$355.00/week.~~
- ~~———— For eligible employees whose rate is more than or equal to \$13.04 per hour but less than \$14.80 per hour; \$370.00/week.~~
- ~~———— For eligible employees whose rate is more than or equal to \$14.80 per hour but less than \$16.62 per hour; \$410.00/week.~~
- ~~———— For eligible employees whose rate is more than or equal to \$16.62 per hour but less than \$17.53 per hour; \$430.00/week.~~
- ~~———— For eligible employees whose rate is more than or equal to \$17.53 per hour but less than \$18.44 per hour; \$450.00/week.~~
- ~~———— For eligible employees whose rate is \$18.44 per hour or more; \$463.00/week.~~

The schedule for the above benefits is as follows:

<del>–3 months' seniority to less than 5 years' seniority</del>	<del>–26 weeks</del>
<del>–5 years' seniority to less than 10 years' seniority</del>	<del>–39 weeks</del>
<del>–10 years' seniority and over</del>	<del>–52 weeks</del>

~~Employees will not be entitled to benefits under the Weekly Indemnity Plan for any period for which they are eligible to receive Employment Insurance Sickness benefits.~~

Employees will pay the total premium cost of the Weekly Indemnity Plan. This premium cost will be deducted from their pay each week.

In the event that any Government legislation provides benefits for accident, illness, or pregnancy during the term of this Agreement, such benefits shall be substituted for the above.

It is also agreed that the Company will honor all notes from a doctor, providing adequate information to support the absence is contained in the note.

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#### Article 20 – Welfare Plan

Amend as follows:

##### Dental Insurance Plan

Allowable expenses will be based on the ~~2018~~ **current** Insurance Company adjusted fee guide. Basic services reimbursed at eighty-five (85%) percent. Effective August 1<sup>st</sup>, 2015, the annual basic maximum will be increased to one thousand eight hundred (\$1,800.00) dollars.

Effective **April 1, 2025**, ~~five hundred (\$500.00) dollars~~ orthodontic coverage shall be **increased to six hundred (\$600.00)** ~~added to dental benefits~~ for employees

##### Vision Care

Coverage will be **increased to two hundred seventy-five dollars (\$275.00) effective at date of ratification** ~~two hundred fifty (\$250.00) dollars~~ every two (2) year period as prescribed in the plan.

Coverage will also include one hundred **and ten (\$110.00)** dollars every two (2) years towards the cost of an eye exam.

##### Physiotherapy

**Physiotherapy will be covered up to a maximum of two hundred fifty dollars (\$250.00) per year, effective at date of ratification.**

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#### Article 20 – Pension Plan

Amend as follows:

~~Effective July 1<sup>st</sup>, 2015, the Company will contribute ninety-six (\$0.96) cents per qualifying hour to a maximum of two thousand (2000) hours per calendar year per each employee, after an employee has completed six (6) months of seniority.~~

**As soon as practical, participation in CCWIPP for Lethbridge employees will cease. Employees will be enrolled under a Maple Leaf Foods defined contribution pension plan. Employees are required to contribute 1% of regular earnings and may contribute an additional 1% of regular earnings. The Company will match 100% of the employee contributions, up to a maximum of 2%. Employees hired prior to ratification are required to join the defined contribution plan immediately. Employees hired after ratification are required to join the plan after completing two (2) years of service.**

Subject to the agreement of the Trustees, payment will be made to active employees and other eligible former employees equal to one thousand (\$1,000) dollars for each year of CCWIPP service (2 years after date of hire) up to July 1, 2015. The years of service will be rounded to the nearest full year. A payment of \$750.00 will be made to employees hired prior to July 1, 2015 with less than 2 years service. The payments will be made as soon as practical following ratification.

---

#### Article 20 – Pension Plan

##### Extended Health and Dental Plan

Amend as follows and add new Letter of Understanding #TBD

~~Effective January 1<sup>st</sup>, 2017, extended plans to cover employees up to age sixty seven (67). The extended health and dental plan will cover employees up to the earlier of age seventy (70) or retirement.~~

---

#### Article 22 – Duration of Agreement

Amend as follows:

The term of this Agreement shall be from ~~April 1<sup>st</sup>, 2018, to March 31<sup>st</sup>, 2022,~~ **April 1, 2022 to March 31, 2028**, and shall continue in force after March 31<sup>st</sup>, 2022~~8~~, on yearly basis, which in each instance of renewal shall be regarded as the term of the Agreement, until terminated by either party giving the other party not more than sixty (60) days, and not less than thirty (30) days, notice in writing prior to the expiration date. If amendments are contemplated by either party to become effective in the ensuing term, the party proposing such amendments shall give notice in writing thereof to the other party not more than ninety (90) days and not less than sixty (60) days prior to March 31<sup>st</sup>, 2022~~8~~. During the period of negotiations, this Agreement shall remain in force.

---

Add new as follows:

#### **Article TBD – NEW – UFCW Local No. 401 Education and Training Fund**

**The Company agrees to make contributions to the United Food and Commercial Workers, Local No. 401 Education and Training Fund in the amount of one cent (\$0.01) per hour effective April 1, 2025, an additional one cent (\$0.01) per hour effective April 1, 2026, and an additional one cent (\$0.01) effective April 1, 2027, for regular hours worked.**

**The purpose of the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund is to provide training for bargaining unit employees as needed, 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 bargaining unit employees.**

---

Letter of Understanding #2

Renew Letter of Understanding #2

1989

United Food and Commercial Workers  
International Union  
Local 740P

Attention: Mr. N. LeClaire

Dear Mr. LeClaire:

This will confirm the understanding reached during the 1988 negotiations, wherein it was agreed that the Company will forego the requirement of employees providing a medical certificate upon their return to work following short term illness or accident not covered by Workers Compensation or under the Company Sick Pay Plan.

It is understood by the parties that the matter of habitual and excessive absenteeism will continue to be treated as a disciplinary matter. In the event that disciplinary action is contemplated by the Company for habitual or excessive absenteeism, the employee may present a medical certificate to the Company in defense. Such medical information will be taken into consideration by the Company in assessing the disciplinary measures it may take.

Yours truly,

Burns Meats,  
A Division Of Burns Foods (1985) Limited

John Froling  
Plant Superintendent

---

Letter of Understanding #3

Renew language and add to body of CBA

**Introduction of Second Shift**

If during the life of the Agreement a second shift is introduced, the Company and the Union will meet to discuss the implementation. It is recognized that the application of various provisions of the Collective Agreement (i.e. shift transfer preference) may be delayed in order to facilitate the introduction of the second shift. The Union agrees to cooperate in this regard.

---

Letter of Understanding #4

Renew Letter of Understanding #4

**Promotions and Job Postings within the Shipping and Cut Departments**

The Company and the Union agree that for the purposes of Article 12.1(a) only, the Shipping Department will be considered to be part of the Cut Department, thereby allowing employees from the Shipping Department to be eligible for promotions within the Cut Department, and employees from the Cut Department to be eligible for promotions within the Shipping Department.

---

Letter of Understanding #5

Renew Letter of Understanding #5

Lethbridge Plant Closure

1. The Company and the Union agree to enhanced severance pay which will apply only in the event the Company does not secure a purchaser for the Lethbridge Plant, and as a result, permanently closes the facility. The enhanced severance provides a greater benefit to employees in the bargaining unit as a whole than that provided under Article 18 of the Collective Agreement.
2. The Company and the Union agree that this Letter of Agreement does not form part of the Collective Agreement.
3. This agreement will not be binding on any successor purchaser of the Lethbridge Plant and will expire upon the sale of the plant by Maple Leaf.
4. Enhanced severance will be provided to eligible, active employees with seniority who have continued to work in a manner satisfactory to the Company, until their final day of employment, as determined by the Company.
5. Employees will receive the greater of, severance pay as calculated under Article 18 of the Collective Agreement, or, severance calculated by multiplying the employee's regular straight-time weekly wage, using the employee's job-owned hourly rate, excluding overtime pay and retention bonus, by the number of years of employment, pro-rated for part years.
6. In the event the employee provides written notice to leave the Company during the working notice period, they will forego any enhanced severance this Agreement provides and receive severance as per Employment Standards, unless approved by the Company.



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Letter of Understanding #6

Renew Letter of Understanding #6

Apprenticeship Program

The following format will be used by the Company for its Apprenticeship program:

Entrance into the Company-sponsored apprenticeship program shall, in all cases, be subject to approval, posted criteria and the applicant meeting the standards and conditions required for acceptance by the Alberta Apprenticeship & Industry Training Board (AAITB).

The requirements and the number of personnel in the various maintenance categories shall be at the discretion and needs of the Company.

Apprentices' rates of pay shall be paid as per the specified applicable trade regulation, or the apprentice's rate of pay at the time of entry in to the apprenticeship program, whichever is greater.

Apprentices will be reimbursed for tuition and books paid for up to a maximum of \$500 upon successful completion of each apprentice year.

Any employee undertaking apprenticeship training leading to Journeyperson qualification at the request of the Company shall, upon successfully completing such training, and once in receipt of a Journeyperson ticket, be placed in the journeyperson category.

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**Letter of Understanding #7 – Replacing the previous Letter of Understanding #7**

BETWEEN: **MAPLE LEAF FOODS INC.**, a body corporate carrying on business in the province of Alberta (hereinafter referred to as the "Company")

AND **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL No. 401**, chartered by the United Food & Commercial Workers International Union (hereinafter referred to as the "Union")

**Lethbridge Pension Transition Plan**

During the current contract negotiations, the Parties agreed that current employees would be transitioning out of the CWWIPP Pension Plan and the Legacy Fund and into a Maple Leaf Foods defined contribution pension plan.

To support this, the Company and the Union are committed to working collaboratively to ensure a successful and streamlined transition for employees.

The Company commits to the following:

- The Company will arrange for a Corporate Pension subject matter expert to provide

comprehensive support by facilitating pension education session(s) at the Lethbridge plant prior to ratification.

- Employees who are approaching retirement will have the opportunity to meet privately with the Corporate Pension subject matter expert to discuss their specific situation.
- Upon ratification, a Corporate Pension subject matter expert will provide on-site support at the Lethbridge plant to assist employees with the pension enrolment process.
- This letter of understanding will provide written acknowledgement that the CWWIPP Pension Plan and the Legacy Fund will be considered wound down for all Lethbridge employees.
- Company will provide each employee who will be receiving monies from the legacy fund an **estimated** detailed printout prior to ratification.

The LOU will remain in effect until the pension transition is complete.

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

SIGNED THIS                      day of           , 2023.

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

Letter of Understanding #8

Remove Letter of Understanding #8

~~Between~~

~~Maple Leaf Foods Inc. — Lethbridge Pork (the Company)~~

~~And~~

~~United Food and Commercial Workers Canada, Local 401 (the Union)~~

~~Re: Corporate Trainers~~

~~The Company will be eliminating Corporate Trainer positions upon ratification. The following process will apply during the transition period:~~

~~Within ninety (90) days from the date of ratification, the Company agrees to post and fill four (4) Lead Hand positions, utilizing the Company's normal Expression of Interest process, in departments chosen by Management;~~

~~Existing Corporate Trainers could be candidates for these Lead Hand positions, and where not, the resulting vacancies could provide alternative vacancy opportunities for positions for Corporate Trainers to move into;~~

~~Corporate Trainers will be red-circled at their current rate of pay of twenty one dollars seventy (\$21.70) cents until they secure a position at a higher rate;~~

~~Corporate Trainers will have nine (9) months following the date of ratification to obtain an alternative position, otherwise Management will assign them to the next available vacancy within the Bargaining Unit, in accordance with Article 12 – Promotion and Job Posting, apart from the requirement to post.~~

~~The Union and the Company agree to work together in resolving any and all issues arising out of this transition.~~

---

Letter of Understanding #9

Amend and renew LOU #9

Between

~~Maple Leaf Foods – Lethbridge Pork~~

And

~~United Food and Commercial Workers Canada – Local 401~~

**Production Bonus**

The Company agrees to introduce a Production Bonus within one (1) year from the date of ratification that will enable employees to earn up to \$0.50 for all eligible hours. This Production Bonus will encompass productivity of the plant (\$0.25) and TRIR (\$0.25). The company commits to communicate the expectations of the productivity bonus to the membership.

The Company will advise the union of the process before implementation.

~~Yours truly,~~

~~Dezi Singh – Director Labour Relations~~

The Company proposes the following wage increases for production:

Effective April 1, 2022: (\$0.60 per hour)

Effective April 1, 2023: (\$0.40 per hour)

~~Effective April 1, 2024: (\$0.50 per hour)~~

**Mediator recommendation**

**(1) Advanced 0.05 from 2027 to 2024 to make 2024 and 2027 both 0.50**

**(2) April 1, 2024, proposed increase to be effective date of ratification.**

Effective April 1, 2025: (\$0.50 per hour)

Effective April 1, 2026: (\$0.50 per hour)

Effective April 1, 2027: (\$0.50 per hour)

The Company proposes the following wage increases effective January 1, 2023 based on the results from the 2022 Maintenance wage survey as follows:

<b>Classification</b>	<b>Old Rate</b>	<b>New Rate</b>	<b>Increase</b>
Journeyman	\$ 39.75	\$ 42.06	\$ 2.31
4th Class *	\$ 30.65	\$ 30.65	\$ -

3rd Class	\$	36.06	\$	39.22	\$	3.16
Chief	\$	39.75	\$	42.06	\$	2.31

\*4<sup>th</sup> Class – will receive a \$1,000 lump sum payment, (less statutory deductions) upon ratification.

The Company reserves the right to have full discretion regarding rates of pay.

### Letter of Understanding #10

Amend content of LOU#10 and add to body of CBA in a newly created Dignity and Respect Article. LOU#10 to be removed from CBA.

Between

Maple Leaf Foods – Lethbridge Pork

And

United Food and Commercial Workers Canada – Local 401

Re: Dignity and Respect

~~During current contract negotiations, the Union brought forward concerns about respect and dignity within the plant.~~ **Maple Leaf Foods is committed to providing a safe, healthy and supportive work environment that is characterized by mutual respect and freedom from harassment, sexual harassment, discrimination and violence. This means we treat each other with respect, fairness and sensitivity.**

The Company, the Union and the Employees jointly recognize the importance of having mutual respect and dignity in the workplace. Maple Leaf Foods has company values which foster an environment of respect and dignity.

**The Respectful Workplace policy will be posted in the workplace and the content will be reviewed annually.**

To address these concerns brought forward, the Company and the Union will;

- form a joint committee to discuss and address respect and dignity issues within the plant;
- ~~this will~~ provide an opportunity for the parties to bring forward concerns related to respect and dignity in hopes of finding a resolution that is mutually satisfactory to the parties;
- each ~~party will~~ have a maximum of three (3) members;
- ~~the Committee will meet as soon as reasonable upon ratification of the contract or within two (2) months~~ **meet quarterly.**  
~~the Committee will meet quarterly.~~

---

Add New Letter of Understanding #TBD

International Recruitment at the Lethbridge Plant

Intent and Cooperation

The parties agree that all provisions related to Temporary Foreign Workers (TFW's) contained herein shall be in accordance with the Provincial and Federal Immigration regulations. In the event that there is a conflict between these provisions and the Provincial and Federal Immigration regulations, the parties will meet to ensure that they are in compliance.

The success of the program relies on the mutual collaboration and support of both parties. As such, the parties agree to the following:

- The company recognizes that the priority is to hire domestic employees.
- The Company will request the Union's support for each Labour Market Impact Assessment (LMIA), which will include the number of TFW's being requested. The Company shall inform the Union the steps they have taken in their attempt to hire domestically prior to making the LMIA application and will communicate on the TFW Process. The Union will not unduly withhold its support.
- Mutual cooperation in providing opportunities for TFW's to permanently retain their employment and status in Canada through a work permit to ultimately attain permanent employment status with the Company where possible.
- Housing and settlement packages provided by the Company will be reasonable, affordable and consistent with the Company's International Recruitment program and include basic furnishings. Each TFW shall be provided with accommodations with their own individual room.
- English as an Additional Language (EAL) training shall be provided after the TFW arrives, with the cost of one test to be reimbursed upon successful completion.
- Reasonable notice will be provided to the TFW regarding travel to/from the TFW's country of origin as applicable.
- The Company will provide the TFW with medical travel and basic health coverage during travel and until provincial health care is obtained at no cost to the TFW.
- Careful consideration of TFW candidacy will be assessed prior to their offer of employment to ensure all TFW's will have reasonable opportunity to achieve permanent residency in Canada.
- The Company will adhere to all government requirements regarding a TFW's status should they be terminated, and their termination be grieved in accordance with the Collective Agreement. It is further understood that it is the responsibility of the TFW to report any change in status to the government.

Furthermore, it is agreed that the Company will provide the Union with ongoing updates on the status of the program and will provide the Union with reasonable notice should the Company decide to make changes to or discontinue the current program.

## Joint Committee

To facilitate the foreign recruitment process, the Company and the Union agree to establish a local joint committee (described below) that will enable the parties to welcome and assist foreign workers as they arrive, integrate, and navigate their new workplace and community.

To support these processes, as long as a foreign recruitment initiative is in place, a joint Temporary Foreign Worker Committee will operate. The Company and the Union will each identify up to three (3) persons each to serve on this committee, and the purpose of this committee will be as follows:

- (a) Meet on a mutually agreed to interval to collaboratively address issues that may arise on specific cases and on the initiative as a whole;
- (b) To provide an update on LMIA's and TFW arrivals;
- (c) Assist candidates with information about the available Permanent Residency streams and application processes;
- (d) If changes are made to the any Federal or Provincial government program, the Company and the Union shall meet to discuss whether the changes necessitate any amendments to the functionality of this committee.

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Add the following two Letters of Understanding – LOU#TBD and LOU#TBD:

### Letter of Understanding #TBD

BETWEEN:

**MAPLE LEAF FOODS INC.**, a body corporate carrying on business in the province of Alberta (hereinafter referred to as the “Company”)

AND

**UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL No. 401**, chartered by the United Food & Commercial Workers International Union (hereinafter referred to as the “Union”)

### Job Evaluation Review – Rendering Operator

The parties agree to form a job evaluation committee to review the Rendering Operator position within the Lethbridge plant.

The terms of reference of this committee will contain the following items:

1. The committee will consist of a maximum of three (3) members appointed by the Union including one from the Rendering Department and three (3) members appointed by the Company.
2. This committee will be established and will meet within six (6) months of ratification to conduct a joint job evaluation and make recommendations to management on whether a reclassification is required.
3. In considering the committee recommendations, management will act reasonably and in good faith, with a view to making meaningful improvement where required.

The LOU will remain in effect until the job evaluation is complete.

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

SIGNED THIS                      day of           , 2023.

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

Letter of Understanding #TBD

BETWEEN:

**MAPLE LEAF FOODS INC.**, a body corporate carrying on business in the province of Alberta (hereinafter referred to as the “Company”)

AND

**UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL No. 401**, chartered by the United Food & Commercial Workers International Union (hereinafter referred to as the “Union”)

**Job Evaluation Review – Mechanic Assistant**

The parties agree to form a job evaluation committee to review the Mechanic Assistant positions within the Lethbridge plant.

The terms of reference of this committee will contain the following items:

1. The committee will consist of a maximum of three (3) members appointed by the Union including one from the Maintenance Department and three (3) members appointed by the Company.
2. This committee will be established and will meet within six (6) months of ratification to conduct a joint job evaluation and make recommendations to management on whether or not a reclassification is required.
3. In considering the committee recommendations, management will act reasonably and in good faith, with a view to making meaningful improvement where required.

The LOU will remain in effect until the job evaluation is complete.

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

SIGNED THIS                      day of           , 2023.

**FOR THE UNION:**

**FOR THE COMPANY:**

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Letter of Understanding #TBD

BETWEEN: **MAPLE LEAF FOODS INC.**, a body corporate carrying on business in the province of Alberta (hereinafter referred to as the “Company”)

AND **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL No. 401**, chartered by the United Food & Commercial Workers International Union (hereinafter referred to as the “Union”)

**Extended Health and Dental Plan**

The parties agree to meet and discuss, as necessary, the extended health and dental plan.

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

SIGNED THIS                      day of                      , 2023.

**FOR THE UNION:**

**FOR THE COMPANY:**

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Review entire CBA and amend as follows:

Review and amend current typos, ambiguities, gender references, misnomers, etc., as appropriate.

Across the CBA gender identity to be gender neutral.