

Collective Agreement

Between:



and



Effective Date: October 1, 2017

Expiry Date: September 30, 2021

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and



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President's Message

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.



It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace—or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832

McCain Foods - Index

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Name _____

Address _____

Telephone No. _____

Work Address _____

Work Telephone No. _____

Shop Steward _____

Telephone No. _____

Assistant Shop Steward _____

EMERGENCY PHONE NUMBERS

Police _____

Fire Department _____

Doctor _____

In case of emergency, please Inform:

Name _____

Address _____

Telephone No. _____

EXPIRY DATE: Sept. 30, 2021

AGREEMENT BETWEEN:

MCCAINFOODS(CANADA), hereinafter called the "Company".

AND

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

PREAMBLE

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

**ARTICLE 1
DEFINITIONS**

1

1.01 The use of the masculine gender in this Agreement shall be deemed to include the feminine, as the sense of the clause dictates.

1.02 In this Agreement when the plural is used it shall also mean the singular, wherever applicable.

1.03 In this Agreement when the word "spouse" is used it may mean a person of the same or opposite sex, **dependent** on provincial legislative requirements, who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) months (common-law) unless specifically outlined in other articles in this Agreement.

1.04 In this Agreement "business days" shall mean Monday through Friday, inclusive, excepting any general holiday set out in Article 9.01 and a maximum of four (4) shut-down days, as defined in Article 14.05.

2

ARTICLE 2 GENERAL PURPOSE

2.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define more clearly hours of work, wages, and conditions of employment; to provide an amicable method of settling differences or grievances which may from time to time arise; to promote mutual interests of the Company and its employees; and to provide for the operation of the Company's plant at Carberry, Manitoba under methods which will serve the interests of the producers and consumers as well as those of the Company and its employees.

2.02 Since maintenance of a good standard of wages and working conditions depends upon sound and efficient operation of the business, the Union agrees to cooperate with the Company at all times:

- (a) to maintain and improve quality of products;
- (b) to avoid waste of products, materials, or time;
- (c) to assist in keeping the Company property clean and tidy;
- (d) to conserve and protect machinery and equipment.

2.03 It is recognized by this Agreement to be the responsibility of the Company and its employees to cooperate fully, individually and collectively, for the promotion of the aforesaid conditions.

ARTICLE 3 RECOGNITION

3

3.01 The Union shall be the sole and exclusive bargaining agency for all production, maintenance, quality assurance, sanitation and waste water treatment employees of the Company at Carberry, Manitoba, excluding office staff, plant nurse, supervisors and persons above the rank of supervisors, employees hired just for seasonal work, such as preparing seed, planting, cultivating and harvesting potatoes, and those excluded by the Act.

4

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The management of the plant and the direction of the working force, including the right to hire, suspend, transfer, discharge employees for violation of reasonable Company rules or other just causes, and to lay off employees because of lack of work or for other legitimate reasons is vested exclusively in the Company, provided, however, that the Company shall not discriminate against any employees or applicant for employment because of membership in or lawful activity on behalf of the Union. This provision shall not be construed to limit management in any way in the exercise of their regular and customary functions and this Article shall be applied in accordance with the other terms and conditions as provided by this Agreement.

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

5

ARTICLE 5 UNION SECURITY

5.01 It shall be a condition of employment for all employees to become members of the Union within thirty (30) days from the date of hiring.

5.02 The Company agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as authorized by the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within seven (7) calendar days following the end of the month and shall be accompanied by a monthly written statement, in duplicate, of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union, when remitting the monthly cheque, with the names of employees and name changes of employees.

Each year the Company shall calculate the amount of the Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28th.

5.03 The Union shall advise the Company, in writing, of the amount of monthly dues to be deducted from each employee in the Bargaining Unit. The Company shall forward signed membership applications and a copy of the monthly check-off list to Local 832, 1412 Portage Avenue, Winnipeg, MB.

5.04 The Company will have new employees sign the necessary Union membership application

and membership in the Union shall be granted within the above thirty (30) day period. However, all employees will be covered by the Collective Agreement beginning the first day of work, except as specifically indicated elsewhere in this Agreement. The Company will continue its practice of allowing the Union one half (½) hour with new employees during their orientation session.

6

ARTICLE 6 CONTRACTING OUT/ WORK OF SUPERVISORS

6.01 The Company will not contract work out that is currently being done by bargaining unit members or if a qualified bargaining unit member is on layoff, except as otherwise permitted by this Collective Agreement.

6.02 In the maintenance department the company will not contract out work that **is currently being done by existing bargaining unit employees** to maintain or repair the existing facility or equipment.

6.03 The Company maintains the right to use Contractors in emergency situations. An emergency situation is defined as when production is interrupted or imminently about to be interrupted or when forced overtime is about to be invoked.

6.04 Supervisors are not to be assigned regular jobs within the bargaining unit, except in cases of emergency, for training purposes, for trial development or for experimentation purposes, or where bargaining unit members are not available for brief periods of time. Supervisors who make adjustments to machines shall notify the operator as soon as practically possible.

ARTICLE 7

HOURS OF WORK AND OVERTIME

7

7.01 An average of forty (40) hours shall constitute a normal work week for employees who are not on layoff. The work week shall not be considered as a guarantee on the part of the Company, but is the amount the Company will endeavor to provide to employees.

Time and one-half (1-1/2) of an employee's straight time hourly rate of pay shall be paid for all hours worked over forty (40) hours weekly for timely scheduled shifts pursuant to Article 7.08. The plant's work week will be Monday through Sunday.

7.02 It is expected that "non-continuous" shift employees shall be scheduled on a Monday through Friday work week, and "continuous" shift operations shall be scheduled on a Monday through Sunday work week.

When production is expected to operate on a continuous shift basis, or when certain functions can effectively work on a different schedule, the Company may assign work to any affected employees in accordance with Appendix B.

It is agreed that the work “day” shall be interpreted as the day on which the employee actually commences their regular shift.

7.03 A premium of time and one-half (1 ½) of an employee’s straight time hourly rate shall be paid for Saturday hours worked. Weekend premium of time and one-half (1 ½) of an employee’s straight time hourly rate will not be paid for any hours worked on a Saturday when Saturday is scheduled as a regular day of work when a continuous shift (7 days per week) is in effect.

No Production employee will be compelled to work on Christmas Day and Boxing Day.

7.04 A premium of time and one-half (1-1/2) of an employee’s straight time hourly rate shall be paid for Sunday hours worked. Weekend premium of time and one-half (1-1/2) of an employee’s straight time hourly rate will not be paid for any hours worked on a Sunday when Sunday is scheduled as a regular day of work when a continuous shift (7 days per week) is in effect.

7.05 Saturday hours shall be from 12:01 a.m. Saturday until midnight Saturday. Sunday hours shall be from 12:01 a.m. Sunday until midnight Sunday.

7.06 Any employee who works seven (7) consecutive scheduled work days where there has not been a twenty-four (24) hour rest period, shall be paid two (2) times the employees regular rate of pay for all hours worked on the seventh (7th) consecutive day and any consecutive days following. Overtime of less than four (4) hours before or after a shift shall not be considered as a consecutive day; however, employees called in as per Article 7.10 shall have that shift counted as a consecutive day.

7.07 An employee reporting for work at the direction of the Company shall be offered a minimum of four (4) hours of work. If the work is not provided, then the employee will be paid four (4) hours straight time.

7.08 **Schedules and Scheduling**

- a) Employee work schedules shall be posted no later than each Thursday at noon covering the following two week periods designating an employee's scheduled time off work.
- b) If the Company must utilize an employee from another shift it shall assign the most junior employee who is qualified without resulting in further shift movement.
- c) Wherever reasonably possible, changes shall not be made to the posted schedule later than Thursday noon following the posting of the schedule. In the event that the schedule is to be changed after noon Thursday following the posting, the Company shall be deemed

to notify the affected employees of the change to the schedule by telephone call or voice message to their designated contact number. If an employee is away on vacation and the schedule is changed the Company shall notify the employee of the change by telephone call or voice message to their designated contact number.

- d) Any employee who is assigned to work any hours outside their posted weekly schedule, where the schedule change was assigned after noon Thursday of the week immediately preceding the week affected by the change shall receive one and one-half (1½) times their straight time hourly rate for the hours worked, provided that the employee fully completes their scheduled hours that same week. Absence due to disability, confirmed by an acceptable medical certificate shall be considered as time worked.—
- e) An employee shall be allowed to return to work for the balance of their weekly schedule following the provision of an acceptable medical certificate.
- f) The Company will endeavor to maintain the posted schedule, and an employee shall only be reassigned or rescheduled due to an unforeseen circumstance or emergency.
- g) Nothing in this paragraph shall be applied to avoid the payment of overtime or premium pays as outlined anywhere else in this Agreement.
- h) No employee who has been called in for an emergency to work outside of their regularly scheduled hours will be compelled to work beyond twelve (12) hours (or less if

approved by the Supervisor) in the day. Such employee, will however, be paid overtime for all time worked outside their regularly scheduled hours.

7.09 There shall be no pyramiding of overtime and premium pay for such days as holidays, Saturdays, Sundays, a seventh (7th) consecutive day worked in any one work week, or for work on scheduled days off. In the event that either overtime or the premium pay provisions could be applied to the same hours worked, only the greater shall apply. This clause is not intended to exclude premium payment for hours of work in accordance with Articles 8 and 9 but rather, to ensure no compounding of those premiums during overtime hours.

7.10 Any employees who are recalled to work after completing their shift for the day and having left the plant shall be paid time and one-half (1½ X) for the actual hours worked or four (4) hours at straight time pay, whichever is the greater. If the work performed on the recall ends between midnight and 4:00 a.m. for a day shift worker, the employee shall have six (6) hours rest from the end of the recall work until the requirement to report for the next scheduled shift. There shall be no loss of pay on that next scheduled shift, caused by any time missed as a result of the rest period.

7.11 Employees may make friendly agreements to exchange shifts one with the other subject to approval from supervisors in charge of the shifts. The request must be presented in writing. In no instance

will an employee be permitted to work more than sixteen (16) consecutive hours under this agreement nor will such arrangement result in the payment of overtime. All shift exchanges must be within two (2) pay periods.

7.12(a) **Overtime Ineligibility or Opt-Out**

- (i) Employees are expected to work a reasonable amount of overtime.
- (ii) **An employee may provide written notice to the Company that he or she does not wish to be offered overtime, in which case that employee will not be called for unscheduled overtime under Art. 7.12(b) or requested to volunteer for planned overtime under Art. 7. 12(d) until all other employees qualified to perform the work have been offered the overtime. If multiple employees make this election, the most senior employee electing will be called last. While such an election is in place, that employee is not eligible to sign up for unscheduled or planned overtime. An employee may change his or her election by written notice to the Company. This election does not apply to offers of overtime in the form of extension of a regular shift in Art. 7.12(c).**

(b) **Unscheduled Overtime**

The Company shall post a sheet each week for employees who wish to work overtime, to sign. The sheet will be posted on Thursday at

8:00 a.m. and removed Monday at 8:00 a.m. Employees are to indicate their willingness to work. This voluntary list will be used for unscheduled overtime for the next week.

In situations where overtime is required in the form of an extension of the regular shift:

- i) first opportunity to work the overtime will be provided to the employee who is performing the work where the overtime is required on that shift.
- ii) If that person refuses to work the overtime it will be offered in descending order of seniority within the shift to qualified employees.
- iii) If the overtime is still not filled it will be offered to qualified employees from other shifts based on the overtime sign in sheet.
- iv) If the overtime is still not filled it will be offered to employees in the OPERATOR TRAINING MANUAL in order of seniority.

(c) **Planned Overtime**

Notwithstanding (b) above, overtime in the form of an additional shift(s), shall be posted on the bulletin board **for each classification where overtime will be required primarily, and any secondary classifications where overtime may be required if the primary requirement is not filled.** Volunteers must sign the overtime sheet not later than 8:00 a.m. Wednesday in order to be considered for the upcoming week. The senior employee(s) qualified to

perform the work of the **primary overtime requirement** will be selected for the overtime. **Should there be an insufficient number of volunteers for the primary overtime requirement, then the secondary overtime requirement will be filled by the senior employee(s) qualified to perform the work.**

- (d) **Employees are not eligible to volunteer for overtime under 7.12 (b) or (c) during a shift for which vacation is scheduled, or on the shift immediately preceding or immediately following the shift for which vacation is scheduled. However, such employees can be eligible for an offer of overtime by the Company in the event that there is an insufficient number of volunteers. Should an employee work overtime on a scheduled vacation day as a result of the aforementioned insufficient number of volunteers then the vacation day shall be returned to the vacation bank. Employees who are on vacation but sign up for overtime shall be subject to discipline. In the event that an ineligible employee works a shift under 7.12(b) or (c), the next employee on the volunteer list by seniority shall be offered an opportunity for overtime within thirty (30) days.**
- (e) An employee is deemed to be qualified to work in a particular classification if they are so listed as trained in the OPERATOR TRAINING MANUAL, which will be updated (within one week) as training is completed, and made accessible to all employees in a common area. Discrepancies

to the OPERATOR TRAINING MANUAL will be corrected immediately.

- (f) An employee may accept overtime assignments in departments other than their own provided overtime needs have been met within their own department. Relief mechanics, however, will work overtime in Production if needed rather than in maintenance due to the needs of the business.
- (g) When a sufficient number of volunteers cannot be found to perform the work, such overtime shall become mandatory for the junior employee qualified to perform the work.
- (h) Employees are not permitted to work seven (7) consecutive shifts within a work week when other qualified employees are available and qualified to perform the work.

Notwithstanding any of the above, nothing contained in (a) through (h) precludes the Company's right to appoint other Bargaining Unit employees to work the shifts in order to avoid payment of overtime.

7.13 **Overtime Banking**

In addition to the above, the following conditions and procedures shall govern the "banking" of overtime.

1. That the employee advises their supervisor that they wish to "bank" their overtime at the time of overtime assignment and that such election is irrevocable. The time eligible for banking shall be the actual work hours in excess of those representing a "full" normal work week (40 hours except in the case of

-
- compressed work week), or in excess of those representing the normal daily shift. Authorized leaves including those for illness or injury shall be regarded as hours actually worked for this purpose. The employee must bank all (both straight and premium payment portions) overtime earned in excess of the full normal work week or the normal daily shift with the additional condition that overtime on a given shift must equal one (1) or more hours to be eligible for banking.
2. “Banked” overtime may be scheduled as time off in accordance with the following provisions:
 - (a) That one (1) week notice be given in advance of taking time-off in lieu of overtime payment and that the scheduling of time-off be approved by the Company. All submissions must be in by Tuesday at 8:00am for the following week. The Company may at its discretion waive the one (1) week notice requirement if no replacement is required for the employee.
 - (b) That the scheduling of time off in lieu will not give rise to overtime expense for replacement.
 - (c) Other employees’ scheduled vacation time will be given priority over banked overtime.
 - (d) Employees may utilize banked overtime for any time for which an employee is receiving no regular pay, provided no overtime payment results.
 3. That time-off in lieu of overtime is not considered work time for purposes of

seniority retention, benefit extension, and other such provisions of the Collective Agreement.

4. Unused “banked” overtime will be paid out to the employee at end of the calendar year or a maximum of once per year in the event of an employees’ request. In the event that an employee is provided a requested pay out during the year, the employee may continue to accumulate banked overtime after the payout until the end of the calendar year, at which time any unused amounts will be paid out.
5. Pay for “banked” overtime will be at the rate in effect at the time the overtime was banked.

7.14 **Twelve Hour Shift**

Based on the current twelve (12) hour shift schedule, the Company will pay employees based on hours worked in the following manner: the 48 hour work week will be paid at 40 regular hours and 8 hours at time and a half. Hours will include all regular hours worked, sick hours paid (provided they are certified by a medical doctor as per Article 7.08), paid bereavement leave, paternity leave and hours worked on a Statutory Holiday and Union paid leave.

The Union may make recommendations to the Company for any modifications to the shift schedule timing, shift schedule start days or any other changes the Union has evaluated to have a positive impact on the quality of shift life. These

recommendations should be presented to the Company in writing.

The Company will evaluate the recommendations on the impacts of the business and reply to the Union within 30 days. The Company may request the Union to put any shift changes to a general vote.

7.15 **Meeting Attendance**

All of the following meetings attended by employees, if they fall outside of their scheduled hours will be paid at overtime rates of one and one-half (1½) times their regular rate of pay: Health and Safety meetings, Mandatory Departmental meetings, Corporate VIP address, Peer Evaluation meetings, and Mandatory Training Programs and Horizontal Performance Teams. Such time may be banked or paid at the choice of the employee. Employees on their day off will not be disciplined for choosing not to attend such meetings.

7.16 **Off Duty Calls**

Employees who are called while off or on a scheduled day off for the purpose of providing information or advice within the scope of their position, but who are not required to report to work, shall be paid for such a call or calls. The payment for any such call or calls shall be the equivalent of one (1) hour of pay at the regular rate for any call or calls within a sixty (60) minute period. Any call

or calls in any additional sixty (60) minute period shall be paid an additional one (1) hour for such time within that sixty (60) minute period. **Payment shall be made to employees during the pay period following the off-duty call.** Any such contact must be made by management personnel. In the event that the employee is called into work, then time on the call or calls shall be paid in addition to the hours pursuant Articles 7.07 or 7.10, as applicable. A No Call List will be established that people sign if they are unwilling to take calls at home in their off hours for advice.

ARTICLE 8 NIGHT PREMIUM

8

8.01 A night premium equal to three percent (3%) of the Wage Group III rate, rounded to the nearest cent, shall be paid for each hour actually worked between 1600 hours and 2400 hours. A night premium equal to four percent (4%) of the Wage Group III rate, rounded to the nearest cent, shall be paid for each hour actually worked between 0001 hours and 0800 hours.

8.02 Night Premium, shall be computed and applied to continuous shift employees working on a compressed workweek in accordance with the following:

- (a) The amount shall be determined by multiplying 8 times the amount of the second

shift premium plus 8 times the amount of the third shift premium, the sum of which shall be divided by 12.

- (b) The amount as determined by (a) above only may be applied to the hours an employee works between 8 p.m. and 8 a.m.

8.03 Employees are to be paid the night premium if they are scheduled to start work at any hours other than between 7:00 a.m. and 9:00 a.m. No night shift premium will be paid to employees who, by mutual agreement with the Company, start a day shift prior to 7:00 a.m.

8.04 Employees who are scheduled to start work between 7:00 a.m. and 9:00 a.m. do not receive the night premium even though their hours of work extend into the period where night premium is applicable. Employees who are scheduled to start work between 7:00 a.m. and 9:00 a.m. and continue to work a double shift, will receive the night premium starting at 4:00 p.m.

9

ARTICLE 9 HOLIDAYS

9.01 The following shall be recognized as holidays for the purpose of this Agreement: New Year's Day, Louis Riel Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day,

Christmas Day, Boxing Day and any other General Holiday proclaimed by federal or provincial statute.

If any of the above days are deleted through legislation or otherwise, another day off as mutually agreed between the Company and the Union will be given in lieu. Two (2) Floater Holidays will be added making fourteen (14) holidays in total. If another General Holiday is proclaimed by federal or provincial statute, then one (1) of the Floater Holidays will be deleted. The specific day designated as a Floater will be taken any time during the year and booked as requests for vacation are after December 31 on a first come first served basis. If a Floater Holiday may not be taken due to the exigencies of the business, the floater shall be paid out at the end of the year at the rate of pay the employee is receiving on December 31.

9.02 Employees shall be paid eight (8) or ten (10) or twelve (12) hours at their straight time rate dependent upon their shift schedule at the time of the statutory holiday on each of the above holidays provided they meet the following requirements:

- (a) They work their scheduled workday prior to and report for work on the holiday, if scheduled, and their scheduled day immediately following the holiday or present a medical certificate acceptable to the Company showing their inability to work on such days, or if the roads have been verifiably closed by the applicable authority due to inclement weather, and remain closed three (3) hours prior to

the end of their scheduled shift. It is further understood that employees that are scheduled to work on that day will be expected to report to work within a reasonable time following the re-opening of the road.

- (b) Employees will not lose their eligibility for holiday pay where the Company decides to partially or completely close the facility on a qualifying day, assuming they would otherwise qualify.
- c) Employees are on authorized leave of absence (not to include unpaid leaves, with the exception of Union leave) with the clear understanding that the employee on such authorized leave must satisfy the qualifier immediately before or after the holiday as mentioned in (a) above.
- (d) They have not been temporarily assigned by the Company to another shift with fewer hours per day than their normal shift. If the employee would receive less hours for the holiday as a result of the temporary assignment, they shall nevertheless receive their straight time holiday pay for the hours they would have received had they not been so assigned.

9.03 Employees required to work on such holidays shall receive time and one-half (1½) for all hours actually worked on the holiday in addition to eight (8), ten (10) or twelve (12) hours at their straight time rate dependent upon their shift schedule at the time of the statutory holiday. Holiday hours

shall be from 12:01 a.m. of the holiday to midnight of the holiday.

9.04 Employees who are absent due to sickness or injury shall be entitled to eight (8) or ten (10) or twelve (12) hours at their straight time rate dependent upon their shift schedule at the time of the statutory holiday for any holidays which fall within sixty (60) days from the last day worked.

Employees who receive Weekly Indemnity or Workers' Compensation benefits shall be paid only the difference between the employee's benefits and their regular holiday pay. This shall be paid following the employee's return to work, when they were on Workers' Compensation.

9.05 Employees working on a continuous shift, who are on their vacation for a period including any of the above holidays shall be entitled to eight (8), ten (10) or twelve (12) hours' pay at their straight time rate dependent upon their shift schedule at the time of the statutory holiday in addition to their regular vacation or the employee may elect to receive an additional vacation day off during the vacation year.

9.06 Pay for hours not worked on a holiday shall not count as hours of work for purposes of overtime in that holiday week.

ARTICLE 10 VACATIONS

10.01 The vacation year shall run from January 1st to December 31st. An employee's vacation entitlement will be based on the following schedules:

During the first year of employment:

Month of Hire	Vacation Hours	Percentage
January - February	80	4%
March - April	64	4%
May - June	48	4%
July - August	32	4%
September - October	16	4%
November - December	8	4%

Vacation entitlement January 1st of each year:

Years of Service	Vacation Hours	Percentage
Start of the first full vacation year less than 3 years	80	4%
3 years less than 10	120	6%
10 less than 19	160	8%
19 less than 29	200	10%
29 plus	240	12%

Employees with 30 years' service shall receive two (2) days extra vacation in their 30th, 35th and 40th year. On the years in between they shall receive 240 hours of vacation at 12%.

10.02 Each day of vacation less than a full week will be paid on the basis of the employee's shift value

i.e. eight (8), ten (10) or twelve (12) hours, at the employees normal straight time hourly rate provided the individual is continuously employed. Employees with partial day entitlement remaining may elect to take a full day off, however the difference will be without pay. When an employee who works a twelve hour shift takes a full week of vacation they **can either elect to utilize vacation leave for all hours they are on vacation for or** utilize forty (40) hours.

In determining continuous service it will include hours worked, statutory holidays and absences covered by Worker's Compensation, disability benefits under the Company's sick pay and weekly indemnity plan, maternity leave, parental leave, apprenticeship leave and leave for Union business.

10.03 Employment will be regarded as non-continuous when an employee is absent as a result of layoff, unpaid leave of absence (e.g. education, personal) which is greater than four hundred and eighty (480) hours within the vacation year. Vacation pay for individuals who have been non-continuously employed during the vacation year shall be at the rate 2% of earnings for each week of vacation (4% is the minimum).

10.04 The term "earnings" as used in Article 10.03 shall include payment for all time actually worked (wages, overtime, shift and other applicable premiums, if any), statutory holiday pay, and

disability benefits under the Company's sick pay and Weekly Indemnity plans but shall not include vacation pay received during the current vacation year.

10.05 "Service" as used in Article 10 shall mean accumulated seniority without interruption by any of the circumstances listed at 14.04 plus additional service, if any, recognized by the Company at the time of the individual entry to the bargaining unit.

10.06 The Shift/Department Manager or their designate is responsible for scheduling vacation for their shift/department and will attempt to schedule vacation at the time the employee requests. No requests for vacation will be unreasonably denied. Vacations will be scheduled as follows:

- (a) For the purpose of allocating vacation entitlement, the Shift/Department Manager or their designate will post a tentative vacation schedule no later than November 1st of each year (the vacation planner shall run from January 1st to December 31st). The vacation planner should include a tentative shut down schedule. However, it is understood that shut down information is subject to change. Employees may then fill in their vacation request, which will be granted by the employee's plant seniority within the shift/department, provided requests are submitted by December 1st. The Shift/Department Manager or their designate shall approve or deny the vacation

requests submitted within ten (10) working days of the submission deadline.

For vacation purposes the following shall be considered individual departments; Continuous Shift A, Continuous Shift B, Continuous Shift C and Continuous Shift D. Sanitation, Quality Assurance, and all other applicable departments shall continue to be scheduled for vacation purposes consistent with current practices. The Maintenance Department vacations shall be dealt with as follows, when requests are in by December 1st. Any request submitted after December 1st shall be dealt with in accordance with sub-Article (b):

- i) Packaging Maintenance and Wet Line Maintenance will remain separate for vacation scheduling purposes.
 - ii) A minimum of one (1) person from Packaging Maintenance will be granted vacation at any one time.
 - iii) A minimum of two (2) people from Wet Line Maintenance will be granted vacation at any one time.
 - iv) The Company will endeavor to exceed the minimums stated above where operationally possible.
- (b) Requests submitted after December 1st will be allocated on a first come first serve basis by the shift/department. Any vacation entitlement that remains unscheduled at March 1st will be scheduled by the Shift/Department Manager. The Shift/Department Manager will respond in writing to all written requests for vacation leave after December 1st, within ten (10) working days

of the request being made. Rescheduling of such vacation within one (1) month of its scheduled date will require consent of the Shift/Department Manager or their designate and the employee(s) affected.

- (c) Effective 2010, all employees will be required to use one (1) week of their vacation entitlement per calendar year at the time of the factory shutdown, unless the employee is assigned to work during the factory shutdown. If the factory shutdown is outside of the June 21 to September 21 period, this clause will not apply. Should the Company schedule a shutdown where vacations are expected to be taken during shutdown, during the above period, and not implement the shutdown at the scheduled time, the parties agree the Company will not be able to require employees to schedule vacations during any shutdown in subsequent years and this clause will be deleted from the contract at its expiry. Employees who request their vacation to be rescheduled before the end of the vacation year and have their request denied for operational reasons shall be entitled to carryover the vacation to the next year.
- (d) In all cases, the Shift/Department Manager or their designate will endeavour to grant vacation at the time an employee chooses, however, should the needs of the business be such that taking vacation time off at the scheduled time is not possible, the employee will be given at least one (1) month notice in writing of such changes.
- (e) The Shift Manager or their designate shall permit a minimum of **two (2)** production

employees (Shift A, B, C, D) off per shift, **except for the months of June, July and August where the minimum would remain at three (3) per shift.**

- (f) Upon transferring to a new department/shift any pre-approved vacation will need to be reviewed by the shift/department Manager to ensure no scheduling conflicts exists and to ensure production requirements are met. Every reasonable effort will be made to accommodate the request.

10.07 If a full-time employee is confined to their home or the hospital due to a serious illness or injury suffered while on vacation, and presents an acceptable medical certificate to confirm the above, the employee may utilize any sick leave credits they may have accumulated and/or weekly indemnity benefits, in lieu of vacation. Such period of confinement interrupting vacation will be rescheduled following the employee's return to work, if so requested by the employee.

If an employee has been on Weekly Indemnity for a minimum of two (2) months or Long term Disability Leave or Maternity Leave or Workers Compensation, and they return to the workplace after September 1 in a year, the employee will be allowed to carry over a maximum of eighty (80) hours of unused vacation leave into the following vacation year. In such circumstances, any carried over vacation time must be taken by March 31.

10.08 If the employee leaves during the year, the vacation entitlement is prorated according to the employee's years of service to determine the vacation pay. It is understood and agreed between the parties that in the case of terminations and where an overpayment of vacation pay has occurred, the Company shall deduct such overpayment from the terminating employee's last pay cheque.

11

ARTICLE 11 HEALTH AND WELFARE

11.01 The Company will arrange plans to provide all employees who have completed their probationary period, with the following benefits on the first of the month following completion of their probationary period subject to the conditions of enrollment, entitlement, deductibles and co-insurance contained in the contract of insurance between the Company and the insurer. Where two (2) partners (spouse or common-law as defined in Article 1.03) work at the Carberry location of the Company, one employee shall declare themselves to have family coverage and the other shall declare themselves to have single coverage for the Group Benefit Plans but at no time shall both people receive family coverage.

- (i) **Life Insurance** - The Company will pay the full cost of \$65,000 life insurance as well as an equal amount of and accidental death and dismemberment insurance.

Life insurance for employees assigned disability premium waiver is established

and frozen at the level of insurance that was in effect at the time of disability.

- (ii) **Extended Health Care** - The Company to pay the cost of this coverage:

Vision Care: \$350.00/individual every 24 months.

Prescription Drugs: The Company will pay the full cost for 100% coverage on prescribed drugs and will provide employees with a direct pay prescription drug card by June 30, 2009.

Orthopedic Inserts: coverage for removable or permanent orthopedic inserts for shoes up to a maximum of \$100.00 /24 months and include repair or replacement.

Eye Examinations: The Company will pay the cost of providing coverage for eye exams once every twenty-four (24) months.

Professional Practitioners: The Company provides the following coverage per year for the services of each of the professional practitioners:

Chiropractor	\$200.00
Massage Therapist	\$200.00
Psychologist (with referral)	\$350.00
Physiotherapist	\$350.00
Podiatrist	\$350.00
Chiropodist	\$350.00
Dietician	\$350.00
Athletic Therapist	\$100.00

- (iii) **Dental Plan** - The Company will pay the cost of this coverage. The benefits payable under this plan shall be those specified in the current Dental Fee Schedule.

Plan B - 100% coinsurance

Plan C - 90% coinsurance

(A combined maximum of \$2500.00 applies to coverage under Plan components B and C during each 12 month period.)

Plan D - 60% coinsurance (lifetime maximum of \$2500.00)

(Coverage for Plan D has no age limits.)

- iv) **Weekly Indemnity** will be 66-2/3 % of the employee's regular straight time weekly wages up to the E.I. maximum insurable earnings. The benefits shall be as follows: Employees are eligible for benefits if totally disabled as a result of a non-work related condition on completion of the applicable waiting period. The waiting periods and benefit payable are as follows:

Waiting Period - Seven (7) days. Employees may use their accumulated sick leave, if any, to cover the waiting period.

Benefit Schedule - After the waiting period the first eight (8) weeks are payable by the Company; the next fifteen (15) weeks of eligibility by E.I., and the next twelve (12) weeks of eligibility by the Company.

- v) **Long Term Disability** Following expiry of the Weekly Indemnity benefits as described in (iv) above, a long term disability plan as determined by the Union, and as administrated and deducted by the Company, shall be integrated with the CPP program upon request of the Union on the following basis:

- (a) Participation in the plan is mandatory for all employees having passed their

probationary period.

- (b) Benefits payable are subject to the necessary conditions as determined by the insurance carrier.
- (c) The plan will provide for a benefit as determined by the plan and will be based on the employee's straight time hourly rate of pay exclusive of premiums commencing immediately upon the termination of Weekly Indemnity and continuing for the duration of the claim or until the age of sixty-two (62), whichever is earlier. The premium cost of the plan will be borne by the employee.
- (d) The employer is responsible for any costs incurred to the plan as a result of employer error.

The long-term disability plan will be amended, changed or discontinued solely as decided by the Union. **Effective on the date of ratification, should the Union opt to change the current benefit plan and/or benefit plan provider then the Union shall become solely responsible for the administration of the plan with the exception of the deduction and remittance of premiums which shall be the responsibility of the Company.**

- (vi) For all employees not covered by 19.03(c) the Company will arrange for a program providing for reimbursement of up to \$150.00 every two (2) calendar years to subsidize the purchase of CSA certified prescription safety glasses from vendors

recognized under the program, for any employee required to wear them. The process and eligibility for reimbursement shall be subject to the requirements of the program.

11.02 When an employee is absent due to disability, injury, maternity or parental leave, the Company shall continue its normal premium payments and coverages for life, health, and dental coverage for the month in which the absence commences for up to twelve (12) months thereafter, provided the employee remains totally disabled.

In the case of employees absent due to a disability compensable under Worker's Compensation the Company shall continue its normal premium payments and coverages for life (see premium waiver), health and dental benefits for the month in which the disability commences and for up to twenty-four (24) months thereafter provided the employee remains totally disabled.

Life insurance shall be continued for the entire period of absence from work.

11.03 In the case of employees affected by layoff, or who are on a leave of absence (except Union leave, leaves while in receipt of weekly indemnity or WCB or maternity/parental leave) the Company will continue its regular premium payments and coverage for life, health, and dental benefits for the balance of the calendar month in which the layoff occurs, and for one (1) additional calendar month.

Employees returning from a layoff or leave of absence (except Union leave, leaves while in receipt of weekly indemnity or WCB or maternity/parental leave) of less than five (5) months shall be eligible for health and dental coverage effective the first day of returning to work. In addition, such employees shall be eligible for group life and weekly indemnity benefits effective as of the first day of the employee's return to work from layoff.

In the case of employees who are laid off or who are on a leave of absence (except Union leave, leaves while in receipt of weekly indemnity or WCB or maternity/parental leave) for more than five (5) continuous months, entitlement to group life, health, dental and weekly indemnity benefits shall be reinstated on the first day of the month following return to work from layoff.

ARTICLE 12 MEAL AND REST PERIODS

12

12.01 All employees working eight (8) hour shifts shall have a fifteen (15) minute rest period at approximately the end of each two (2) hours of continuous work and will receive a twenty (20) minute meal period with pay. All employees working twelve (12) hour shifts will receive three (3), fifteen (15) minute rest periods and two (2) twenty (20) minute meal periods with pay. All meal and rest periods shall be exclusive of the time it takes to travel directly between the designated work area and the Process Area entrance.

12.02 Subject only to the needs of the business, rest periods shall be uninterrupted. Should an employee's rest period be interrupted by the management, the employee will be allowed to start their rest period again after the interruption.

13

ARTICLE 13 SICK LEAVE

13.01(a) An employee shall earn sick leave credits at the rate of one (1) day for each calendar month of actual work, which credit can be accumulated to a maximum of twelve (12) days. Sick leave credits may also be earned when an employee is on vacation, attending the Manitoba Trades Training Course or when off work due to an industrial injury, when on bereavement leave or jury duty and receiving compensation as provided in Article 18, when excused by the employer for any reason or on short term leave for Union Business. Any sick leave used is to be deducted from the employee's sick leave accumulation and on return to work the employee will again earn sick leave credits on the same basis as above. Employees who have an accumulation of twelve (12) days sick leave credit, then their waiting period will be one (1) day of scheduled work lost before benefits are payable. Employees who have less than twelve (12) days of sick leave accumulation, then the waiting period will be three (3) days of scheduled work lost before benefits are payable. Employees who are regularly scheduled to work twelve (12)

hour shifts, each shift shall be counted as one (1) day towards the waiting period. Sick leave is to be paid only for scheduled days of work lost at straight time at the employee's hourly rate. Sick leave may be used as family responsibility leave in the event that an employee has a minor aged child who is ill and requires care. An employee may use up to a maximum of three (3) days per calendar year. No sick leave will be paid if employee is eligible for Weekly Indemnity under the Insurance Program or if eligible for Worker's Compensation except to cover the waiting period for that insurance. A physician's or licensed nurse practitioner's statement must be presented to the Company substantiating the sickness before the employees sick leave benefits will be paid. The Company reserves the right to request a doctor's note at the Company's expense in accordance with Article 13.01(e) when off work to care for a minor aged child who is ill. Any time taken is inclusive of Family Responsibility Leave available under the Manitoba Employment Standards Code.

- (b) In addition to (a) above, employees may receive payment of wages during the waiting period provided they have sufficient banked overtime hours to their credit. Such payment of wages will not exceed the employee's daily earnings.
- (c) Employees who are injured at work and are awaiting receipt of Workers' Compensation benefits will be permitted to receive payment of wages for any unused accumulated sick days. Upon receipt of Workers' Compensation benefits, the employee will

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- reimburse the Company for any sick days paid by the Company.
- (d) Banked overtime hours may be used for employees who have medical or dentist appointments provided advance notice of ten (10) days is given and that a certificate to confirm such appointment is presented following the appointment. Such banked overtime may be taken in four hour segments. The ten (10) day notice requirement will be waived in cases of emergency, or of specialist appointments. Banked overtime may be applied to care of family members who are ill or injured and shall be administered according to eligibility for the family responsibility leave under Article 18.14(b) and included in the time allowed for such leave.
 - (e) Employees with a credit of twelve (12) days sick leave will not require a medical certificate for their first absences due to illness in a calendar year, until such absences exceed three (3) days. However, at the discretion of the Company, a physician's or licensed nurse practitioner's certificate may be requested if an employee is reasonably suspected of abuse, in order for them to receive sick pay.
 - (f) The Company shall pay for any additional physician's or licensed nurse practitioner's statements or certificates it requires.

13.02 When an employee is sick they shall call the gatehouse and be transferred to speak to a supervisor in person at least two (2) hours prior to the start of their shift.

ARTICLE 14 SENIORITY

14

14.01 Probationary Period

A newly hired employee shall be on probation for fifty (50) shifts or six hundred (600) working hours within a thirteen (13) month period following their most recent date of hire. Any hours or shifts spent in General Orientation shall be counted toward completion of the probationary period. The Company may discipline or discharge an employee at any time during their probationary period and neither the employee nor the Union on their behalf shall have any recourse to the grievance procedure or arbitration provision set forth in Article 25. The discipline or discharge of a probationary employee shall be deemed to have been for just cause. After completion of the probationary period, seniority shall be established and shall be effective from the most recent date of hire. If an employee has worked for the Company within the past twelve (12) months, the probationary period shall be waived.

14.02(a) Employees within the Bargaining Unit who accept a classification with the Company that places them outside the Bargaining Unit will accumulate seniority for one (1) year after the commencement of their duties at such classification. After one (1) year from the commencement of their duties outside the Bargaining Unit, the employee shall not retain any seniority rights within the Bargaining Unit.

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- (b) During the first year an employee is promoted outside the bargaining unit the employee or the Company can elect to transfer the employee back to the bargaining unit. In the case where a transfer out of the bargaining unit is for a period not exceeding six (6) months, the employee shall return to the same Wage Group. In cases where the duration of transfer out of the bargaining unit exceeds six (6) months the employee will have the right to return to the bargaining unit when a vacancy occurs in the same Wage Group.

14.03(a) The Company agrees to prepare up-to-date seniority lists **in January and June of every calendar year** and to post them on the bulletin board. Employees will have ten (10) days from the date of posting to file an objection to the date on the list which indicates their date of hire. Employees who have not filed an objection within the ten (10) day limit will be deemed to have agreed that the date of hire indicated on the list is correct.

- (b) **The Company shall also e-mail the Union every January and June of every calendar year with an up-to-date employee list, in Excel format, of all employees covered under the terms of the Collective Agreement. The seniority list shall include most recent date of hire, classification, rate of pay, employee number, mailing address, SIN number and phone number of all bargaining unit employees including those on leave.**

14.04 Seniority will be lost and employment considered terminated for the following reasons:

- (a) voluntary quit or resignation.
- (b) discharge for just cause.
- (c) lay-off for more than twelve (12) months.
- (d) failure to comply with the provisions of a leave of absence.
- (e) absence for three (3) consecutive work days without permission.
- (f) failure to respond to recall from layoff within two (2) days, (seven (7) days where the employee has been on layoff for more than four (4) weeks; fourteen (14) days where the employee has been on layoff for more than four (4) weeks and is gainfully employed elsewhere at the time of recall) of being contacted by the Company. It is the duty of employee to notify the Company of an address and telephone number where they can currently be contacted. The Company's duty to contact the employee pursuant to this subsection will be deemed fulfilled if the Company contacts or leaves word for the employee by telephone, or failing to reach them by phone, sends a registered letter, return receipt requested, to the address most recently submitted by the employee. If the Company attempts to make contact as described herein, the employee will be deemed to have received the notice of recall.

14.05 **LAYOFF AND RECALL**

- (a) "Layoff" shall mean a workforce reduction due to a lack of work in excess of one (1)

complete shift. In the event of a layoff, employees shall be laid off by classification in reverse order of seniority. However, an employee who is subject to layoff in their classification has the right to displace an employee with less seniority within the same or lower Wage Group. For the purpose of displacement under this Article, Group 1A and Group 1B shall be deemed to be equivalent. The senior Group 1, Maintenance and Leadhand employee who presently possesses the requisite skills and qualifications as per the OPERATOR TRAINING MANUAL, or the certification or licensing that may be required and who can immediately perform the required work of the classification into which they seek to bump, will be awarded the position. In the case of all other classifications, the senior applicant will normally be awarded the position.

Shutdown

“Shutdown” means a lay off resulting from a temporary scheduled stoppage of **all** production lines for a period greater than forty-eight (48) consecutive hours.

Partial shutdown

"Partial shutdown" means lay off resulting from a scheduled stoppage of a production line for a period of greater than forty-eight (48) consecutive hours.

- (b) The Company shall meet with the Union Chief Steward or their designate on a regular basis to determine which employee's names should be included in the OPERATOR TRAINING MANUAL.

- (c) Employee's who have not performed the classification they have been trained for, for a period of twelve (12) months, shall have their name removed from the OPERATOR TRAINING MANUAL.
- (d) In laying off, employees who do not require training as operators, shall be retained by seniority provided they are capable of performing the available work.
- (e) **In the event of a partial shutdown, the work available for the remaining line shall be assigned to the qualified senior employees on a shift that remains working (A, B, C, D as applicable), and/or any Department (e.g. Sanitation, Quality Assurance) applicable for the work required.**

14.06 Employees moving into a classification due to a displacement will be paid at the rate applicable to that classification.

14.07 Employees who have not forfeited their seniority rights as provided by this Agreement shall be recalled in order of seniority to any classification where there is an opening that they are qualified, as per the OPERATOR TRAINING MANUAL, to perform. If the layoffs are due to a shutdown a seniority list shall be posted prior to the shutdown and employees will indicate beside their name, on a Company provided form, their preference for any recall which will be based on the Company's operational requirements. An employee who does not fill out the list prior to

the first day of the shutdown may be subject to recall in accordance with this Article. An employee may choose their preference for any recall as follows:

- a) they want to be recalled to work,
- b) they do not want to be recalled for the duration of the shutdown and take vacation or banked time,
- c) they do not want to be recalled for the duration of the shutdown and have an unpaid leave of absence for the duration of the shutdown only.

If there is to be a recall prior to the anticipated end of the shutdown, employees who have indicated their desire to be called back to work according to the posted list will be recalled in order of seniority prior to those who have indicated otherwise. The Company will attempt to recall by seniority according to the recall preference indicated on the list, subject to the availability of employees qualified in the OPERATOR TRAINING MANUAL for recall, failing which the junior employee qualified in the OPERATOR TRAINING MANUAL will be recalled.

At the end of the shutdown all employees will be expected to return to work unless their continued absence has been approved by management (an approved leave under Article 18, on sick leave as per Article 13 or on approved vacation as per Article 10).

14.08 In recalling employees to work the employees with the greatest seniority shall be called

back first, provided they are qualified as per the OPERATOR TRAINING MANUAL and capable of performing the available work.

14.09 During periods of recall in excess of one (1) week, employees will be returned to their former shift, provided there is an opening in that classification on that shift.

14.10 The Company will endeavour to notify the Union of any layoff and/or recall from layoff within forty-eight (48) hours but, in any event, not later than one (1) week.

14.11 The Company will endeavor to provide employees with an opportunity for training such as Fall Arrest, WHMIS and other certificate training prior to any planned shutdown when operationally feasible.

ARTICLE 15 CLASSIFICATION POSTING

15

15.01(a) Any permanent vacancy as determined by the Company shall be posted for a period of seven (7) working days, and employees shall have the right to bid for the classification during that period. No positions may be posted during shutdowns. The posting shall contain the classification being posted, the rate of pay,

the shift on which the posting will normally be expected to work subject to operational requirements, the duties of the classification and the competencies required to get the posting. The senior applicant or, in the case of Group I, Maintenance and Leadhand classifications, the senior qualified applicant satisfying the necessary qualifications of the classification, will be awarded the posting within twenty-one (21) calendar days from closure of the posting. In the event the senior applicant is not awarded the posting, the Chief Steward will be notified in advance of the Employees. Notwithstanding 15.03, any internal applicant who is presently qualified as per the OPERATORS TRAINING MANUAL shall be awarded the posting prior to the hiring of external candidates.

In accordance with the above, the following classifications and specific positions shall be posted:

- all Monday to Friday positions
 - all positions on day shift
 - all non-continuous shift positions
 - Group IA and IB
- (b) The Union will receive copies of all classification postings.
- (c) In production, the parties encourage all employees, for their own benefit at times of layoff and recall, to learn the requirements of the classifications immediately ahead of them and behind them on the line on which they are working.
- (d) The Company will endeavour to place the employee into their new position within a four (4) week period following the awarding

of the classification, or provide the employee with a written explanation as to why this has not occurred or will not occur. After the four (4) week period, the affected employee shall be paid the pay rate of the new classification regardless if the transfer has occurred but only if the pay rate of the new classification is greater than the pay rate of the current classification.

- 15.02(a) Eligibility to apply for posted classifications is limited to employees who have completed their probationary period except where there are no such applicants or in the case of Maintenance classifications which require license or ticket. In the case of a maintenance classification that does not require a license or ticket immediately, preference will be given to non-probationary employees having previous experience within the organization and/or partial qualifications for the classification requirements as well as proven ability to acquire a journey person status within the normal time period specified.
- (b) Employees posting for Permanent and Temporary vacancies will **apply via the Company's online recruitment system with a resume.**

15.03 Except as provided below, after successfully posting into a classification an employee shall be prohibited from applying for other posted classifications for a period of twelve (12) months unless otherwise mutually agreed, unless the position

to which they have posted becomes redundant, unless the employee is a Relief Mechanic posting into a Maintenance classification, unless the Company has removed the employee from a posted position, or unless the Company has not moved them into that job within a four (4) week period. However, the employee then forfeits the right to occupy the initial awarded posting. The Company will then award the posting to the next senior candidate or the next senior qualified candidate in the case of Maintenance, Lead hand, and Group 1 postings.

An employee who declines an awarded classification through a Classification Posting once in a rolling calendar year will be ineligible to post for six (6) months.

Trades employees who have been laid off or reduced to non-trades classifications will have the above twelve (12) month prohibition waived if bidding into a posted Trades classification.

The posting prohibition period will not apply to employees who have held a posted position for three (3) years or more.

Employees who have successfully posted into a classification on a temporary basis will have the above twelve (12) month prohibition waived if bidding into the same classification on a permanent basis. Employees who have completed their probationary period and have been transferred, not bid, into a classification will not have a prohibition on bidding into any other classification.

15.04 There will be a training/trial period up to fifteen (15) working days or four (4) months, whichever is reached earlier, for all classifications. In cases of employees posting down to a new classification the new classification rate will apply during the trial period. **Pre-scheduled vacation for an employee posting to a new classification shall not be cancelled until after the training/trial period is completed.**

For permanent postings only, if during the same first fifteen (15) working days or four (4) months, whichever is reached earlier, an employee proves unsatisfactory in the classification to which they have posted, or elects to leave such classification, the employee shall be returned to their former classification and rate of pay, if it still exists, or some other classification which is mutually acceptable to the employee, the employer and the Union.

In either event, should the removal of the employee from the posted classification make it necessary to reverse the transfer or promotion of any other employee, that employee will also be returned to their former classification and rate of pay or some other classification which is mutually acceptable to the employee, the employer and the Union.

It is recognized that it may require up to three (3) weeks to make the arrangements necessary to accommodate such classification adjustments.

In case of more than one employee applying for a posted classification, and the successful applicant does vacate the posted classification within fifteen (15) working days, the next applicant on the original

list of applicants will be given the opportunity to fill the posted classification in compliance with Section 15.01 of the Collective Agreement.

15.05 A temporary vacancy is defined as a vacancy of not less than three (3) calendar months and not more than twelve (12) months. A temporary vacancy is one that has a set period of time as defined at the start of the job. This timeframe may be extended by mutual agreement. Should a temporary vacancy occur in a classification, the normal posting process shall apply. If a third temporary vacancy results from the original vacancy, it will then be filled by people not presently holding a posted classification. Group I and Maintenance classifications will continue to be posted. The three (3) month minimum time frame for a temporary vacancy will be waived if the temporary vacancy is only created through the process of filling a permanent vacancy as per Article 15.01.

Employees who take a temporary vacancy shall, on completion of the work, be returned to the same classification they left to go to the temporary vacancy if it still exists, or if it does not exist, to the same Wage Group rate.

15.06 In situations where employees have applied for shift bulletined operator cross training, as determined by the Company, the senior applicant will be selected. Experience received during cross training shall not be used for the purpose of being awarded any posting.

Cross training – Training in a classification within or outside the employee’s Wage Group. Employees who are cross-trained will be used to relieve for vacation and short term illness on their shift and will only be used on other shifts by mutual agreement between the employee and the Company.

Upon completion of operator cross-training, employees will be returned to their regular classification and will displace any employee who might have been temporarily transferred to such classification.

In no event will any employee under any circumstances have their wage reduced as a result of their own or any other employee’s cross-training.

No employee will be required to receive cross-training, however those who have indicated a desire to do so will not be removed from their classification for the purpose of cross-training for more than two (2) periods of cross-training in any one (1) calendar year, but in any event, not more than three (3) months total cross-training in any one year.

15.07 Where the Company determines that employees require training to perform their classification, refusal of training will result in the loss of their classification posting. When such training is required, as confirmed by a Union /Management Committee of equal representation, the Company will pay for all reasonable expenses incurred, including either:

- a) wages lost for their normal working day, or

- b) time spent training up to a maximum of eight (8) hours at straight time per day (including time spent training outside regular work hours), or
- c) applicable overtime or premium rates consistent with the Collective Agreement, if an employee's day off, to a maximum of eight (8) hours at those rates.

Government programs which offset wages may be applied providing no employee loses wages as a result.

15.08 If the duties of a classification are changed substantially, the Union Executive will have the right to request a reclassification of the classification. If the Company and the Union Executive cannot agree on the reclassification, the matter may be referred to arbitration.

15.09 An employee's name will be recognized in the OPERATOR TRAINING MANUAL when they have successfully completed the necessary training and have been deemed competent by their manager and the trainer within four (4) months. Employees will be removed from the OPERATOR TRAINING MANUAL if they have not worked on that classification in the last twelve (12) months. In the event the employee is deemed unsuccessful the chief steward will be provided the reasons in writing. Maintenance trades shall be added to the OPERATOR TRAINING MANUAL.

15.10 Temporary Transfers and Assignments

Notwithstanding the above, temporary absences, operating changes, scheduling adjustments and other such requirements create a need to temporarily transfer or assign employees from their regular work.

It is necessary to effect these transfers quickly and with minimum disruption to the balance of the factory operations. Keeping this in mind the Company will, where possible, make such assignments on a rotational (to allow a number of employees to gain benefit) or seniority basis. In either case the aim being to arrange temporary assignments in a manner that is fair and equitable. No employee being temporarily transferred or assigned shall lose hours of work in a pay period as a result of the transfer or assignment.

15.11 If an employee, has been displaced due to a downsizing or restructuring of the workplace, and they are currently working elsewhere within the Company, and it is found to be necessary during the six (6) months following their displacement to reinstate a position within their classification on a permanent basis, they shall have the opportunity to move back into their classification prior to the decision to post.

16

ARTICLE 16 CLASSIFICATIONS AND RATES OF PAY

16.01 The classifications and rates of pay shall be as contained in Appendix "A" and become a part of this agreement by reference hereto. The rates of pay as contained in Appendix "A" shall be the only rates paid to employees.

16.02 When new classifications are established by the Company, it shall establish an hourly rate of pay for the new classification. The Union will be so advised. If after a trial period of two hundred and forty (240) working hours the Union believes the hourly rate established by the Company to be unsatisfactory, the dispute shall be settled pursuant to the grievance procedure.

17

ARTICLE 17 MODIFIED WORK

17.01 The Company and Union agree to make every reasonable effort to provide suitable modified or alternative employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.

ARTICLE 18 LEAVE OF ABSENCE

18

18.01 Leaves of absences shall be granted to eligible employees in case of disability resulting from injury, illness, pregnancy, bereavement, compassionate and family leave.

18.02 **Maternity Leave**

Leaves of absence for reason of pregnancy shall begin when the employee's doctor certifies that the employee is physically unable to work. Maternity leaves may continue for four (4) months beyond confinement or longer if the need for further extension is verified by the employees doctor. Such extensions shall be for thirty (30) day periods.

18.03 In cases of medical conditions directly attributed to pregnancy which necessitate absence from work prior to commencement of pregnancy leave or delay of return to work following pregnancy leave, group insurance benefits shall be granted to employees under the same conditions as these benefits are granted to other employees. The general provisions of *The Employment Standards Code* for the Province of Manitoba shall also apply.

18.04 **Parental Leave**

Employees on maternity leave who wish to take parental leave immediately upon expiration of maternity leave, may do so unless the employee and employer agree to make other arrangements.

18.05 Parental leave will be granted without the service qualifier, as in the case of maternity leave. The general provisions of *The Employment Standards Code* for the Province of Manitoba shall also apply.

18.06 **General Leave**

Leaves of absence may be granted to any employee by the Company for good and sufficient reason upon written request by the employee provided the granting of such leave does not interfere with the requirements of the business. Leaves of absence shall not be granted for the purposes of trying other employment or self-employment (including farming). Any violation of this provision shall be deemed to be just cause for the immediate termination of the employee. The Company shall reply to written requests for leaves of absence not later than two weeks from the date the request was made. If the requested leave of absence is for a period of one (1) week or more, if it is granted by the Company, it shall be confirmed in writing and a copy thereof sent to the Union.

18.07 Employees returning from a leave of absence under this section shall return to their former position if it is available.

Any employee who does not return from or overstays a leave of absence without sufficient cause or reasonable excuse will be considered to have quit the Company's employment, and if rehired, shall be considered for all purposes a new employee.

18.08 **Union Leave**

- (a) Not more than **four (4) employees** to be chosen by the Union to attend Union business outside the plant, **with the exception of the annual Shop Stewards and Health & Safety committee members conference which shall be not more than five (5)**, shall be granted a leave of absence not exceeding thirty (30) days, provided that the absence of each employee shall not unreasonably affect the operations, **and the Union has identified the dates and the employees to be on leave not less than thirty (30) calendar days in advance for the annual Shop Stewards and Health & Safety committee members conference.** The Union shall advise the Company before exercising this prerogative. Employee(s) on such leave of absence shall not experience any loss of wages or benefits which are not normally compensated while on leave and shall remain on payroll with the understanding that the Union will reimburse the Company for any wages or benefits compensated.
- (b) Time Off for Union Business - Upon one month notice in writing from the Union, the Company agrees to grant a leave of absence of up to one (1) year (renewable from year to year) to one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits. However, seniority will continue to accumulate throughout the leave. The Union agrees to notify the Company at least one (1) month in advance of the employee's return to work

for the Company. Upon return, the employee will be returned to their classification.

18.09 **Educational Leave**

Employees with at least two (2) years of continuous service will be allowed an unpaid leave of absence for educational purposes provided the leave supports the business and further provided that management approves the leave.

18.10 **Bereavement Leave**

A bereavement leave of three (3) days will be granted to employees who have passed their probationary period for time lost from work resulting from the death of a member of their immediate family. Immediate family is defined as spouse, mother, father, daughter, son, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, spouse's grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-mother, step-father, step-children, step-grandchildren, step-grandparents and legal guardian. Maximum payment will not exceed thirty-six (36) hours.

Employees will be granted up to one (1) day with pay in order to be a pallbearer at a funeral.

The bereavement leave must start no later than the day of the funeral and end no later than two (2) days after the day of the funeral except where an employee wishes to use one (1) day of bereavement leave entitlement to attend a memorial service.

In the event of the death of an employee's aunt, uncle, niece, or nephew, one day paid leave will be granted for time lost from work for the purpose of attending the funeral.

In the case of an employee working a midnight shift on the day before or after a funeral service they may take either or both of the shifts off to attend a funeral service but they would only get one day of paid bereavement pay, not both.

It is also agreed that the bereavement leave referred to herein may be increased by up to two (2) unpaid days' travel time provided that such additional time off is necessary in the particular circumstances and that approval is obtained in advance of departure.

18.11 **Jury Duty and Witness Fees**

Employees summoned to jury duty and/or employees subpoenaed as a Crown witness shall be paid straight time wages amounting to the difference between the amount paid them for jury duty/witness fees and the amount they would have earned had they worked on such day. This does not apply if jury/witnessing occurs on the employee's scheduled day off. Payment for witnessing will be a maximum of one (1) day and will not be paid, in any event, to an accused person if the accusation does not arise out of the performance of their regular duties and the subpoena has not been issued by the Crown.

18.12 **Paternity Leave**

Male employees who have completed their probationary period shall be granted two (2) days leave with pay on the occasion of the birth of their child. Such leave will be granted within one (1) week of the date of birth or other mutually agreeable dates.

18.13 **Negotiations Leave**

Time off for the Union Negotiating Committee will be shared on a 50-50 basis by the Company and the Union to a maximum of twelve (12) hours for lost wages or a maximum of eight (8) hours for scheduled days off per employee, per day.

18.14 **Unpaid Leaves**

The following additional leaves of absence shall be granted in accordance with *The Employment Standards Code*

- a) reservist
- b) family responsibility
- c) compassionate care
- d) **domestic violence leave**
- e) **critical illness of a child**
- f) **disappearance or death of a child**
- g) **organ donation**

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/.

ARTICLE 19
HEALTH AND SAFETY

19

19.01 Employees who are injured while at work shall be paid at their hourly rate for all straight time hours lost in obtaining medical treatment on the day the injury occurred.

19.02 The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment in accordance with the rules and regulations of the Workplace Safety and Health Act in the Province of Manitoba. The Company and the Union shall share the reasonable costs (travel, hotel and meals) incurred for external training courses.

The parties shall continue the Health and Safety Committee in accordance with *The Workplace Safety and Health Act*.

The committee shall meet on a quarterly basis or more if requested by either party. Minutes of all Health and Safety Committee meetings shall be taken with a copy e-mailed to the Union.

Union members of the Health and Safety Committee will receive two (2) working days of paid education leave per year or any greater amount required as per the Workplace Safety and Health regulations. Said leave will be used to send the Union members of the Health and Safety Committee to courses as agreed upon by the Health and Safety Committee, the Company and the Union.

19.03(a) Protective devices on machinery and other devices deemed necessary to properly protect employees from injury shall be provided by the Company. Should such reasonable provisions not be made or such protection devices not be provided, the matter may be subject to the grievance procedure but excluding arbitration.

(b) A safety footwear allowance, including non-prescription inserts, of two hundred dollars (\$200.00) per year shall be provided for all employees having proper seniority standing. If employees safety footwear needs to be replaced sooner than the above due to working conditions, such footwear shall be replaced upon company approval.

(c) The Company will reimburse the full cost of prescription safety glasses and the full cost of eye exams pertaining to acquisition of same, for any employee required to wear same as follows:

- i) the employee obtains their safety glasses from the Company's supplier
- ii) all employees regularly working in the maintenance department (regular shall mean 500 or more hours) will be provided prescription safety glasses if required to wear same.

The reimbursement will be the difference between the amounts covered under this article and expense submitted under Article 11.01 (vi).

ARTICLE 20 REPRESENTATION

20

20.01 The Company agrees to recognize the following officials as representing the Union for the referenced purposes:

- (a) Administration of the Collective Agreement - Stewards appointed or otherwise selected shall represent the various departments of the factory.
- (b) Grievances progressing to Step 2 - A Grievance Committee comprised of the full-time Union Representative, Chief Steward, Assistant Chief Steward and up to four (4) Union Stewards.
- (c) General Labour - Management Issues - A Labour/Management Committee comprised of the full-time Union Representative, Chief Steward and Assistant Chief Steward will meet monthly with an equal number of Company representatives to exchange information and discuss operational issues and concerns of mutual interest. This forum will not be used to discuss grievances.
- (d) Negotiations - A Union Committee comprised of up to six (6) employees and may include the full time Servicing representative, in addition to the Union Negotiator.

20.02 The Union shall advise the Company of the names of all Union stewards, the full-time Union Representative who is responsible for servicing the unit and the full-time Union Negotiator and the

Company shall not be required to recognize such representatives until so advised in writing.

20.03 An employee representing the Union as provided by sub-sections 20.01 (a), (b), and (c) above, shall not lose pay for time spent in discussions with management about grievances and other matters of mutual concern provided that:

- (a) they shall first obtain permission of their supervisor before leaving their work and such permission shall not be unreasonably denied;
- (b) this shall not include time spent to deal with grievances at arbitration;
- (c) the Company retains the right to limit such time if it seems excessive and to schedule meetings so as not to interfere with the operation of the business;
- (d) such meetings shall not give rise to payment beyond that which the employee would have received if the meeting had not been held.

20.04 The Company agrees to admit to its factory at all reasonable times the authorized representative of the Union for the purposes of observing the application of this Agreement and adjusting grievances. These activities are to be discharged in a manner that will avoid unnecessary loss of time or disruption of work schedules. The Union representative shall obtain permission from the Company before or at the time of the desired visits by notifying the Factory Manager or his shift designee prior to entering the factory.

ARTICLE 21
GENERAL

21

21.01 **Bulletin Board**

The Company will provide space for Union bulletin boards for the posting of official Union notices, provided such notices are submitted and approved by Human Resources prior to posting.

21.02 **Tool Allowance**

The Company will provide Maintenance employees with a yearly tool allowance of four hundred dollars (\$400.00), as reimbursement for tools for work required by the Company.

21.03 **Parking**

The Company will endeavour to provide parking spaces with plugs for all employees requiring same at no cost to the employee, unless damage occurs as a result of negligence or abuse.

21.04 **Uniforms/Protective Clothing/Equipment**

The Company agrees to supply, clean and maintain all work clothing, including uniforms, hairnets, hardhats and gloves as deemed appropriate by the Labour/Management Committee. In addition, zero room employees will be supplied two (2) sets

of insulated clothing and mitts which will be issued and returned daily in the same manner as tools and other equipment.

21.05 The Company shall provide one (1) locker and one (1) security lock to each employee at no cost to the employees. Employees must use the lock provided to secure their assigned locker.

22

ARTICLE 22 NO STRIKE - NO LOCKOUT

22.01 There shall be no cessation of work by strikes or slowdowns by employees or lockouts by the Company during the term of this Agreement or during the period of negotiations for renewal.

23

ARTICLE 23 SCOPE OF AGREEMENT

23.01 This Agreement fully and completely incorporates the understanding hereto and constitutes the sole and entire Agreement between the parties on any and all matters subject to collective bargaining. Neither party shall, during the term of this Agreement, be required to accede to any demand for change herein, nor shall either party be required to bargain with respect to any matter during the life of this Agreement.

23.02 In the event that any Articles or portions of this Agreement are determined to be improper or invalid by a court of law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 24 DISCIPLINE

24

24.01 Discipline not reversed during the grievance and arbitration procedure, except suspension, will be removed from an employee's file twelve (12) months from the date such discipline was imposed or thirty (30) months if LOTO related except in cases where additional discipline is given to an employee before a previously issued discipline is cancelled.

Suspensions not reversed during the grievance and arbitration procedure, will be removed from an employee's file twelve (12) months from date of return to work or thirty (30) months if LOTO related except in cases where additional discipline is given to an employee before a previously issued discipline is cancelled.

24.02 The Company shall provide the employee and the Union with copies of all written warnings, notices of suspension and termination when issued. Written warnings will be given within five (5) working days of the event giving rise to the discipline unless circumstances prevent this from occurring.

24.03 In cases where an employee is being issued discipline, the Shop Steward or in their absence, the full-time Union Representative or an Executive Board member shall be present unless the employee elects in writing to exclude the Shop Steward/Union Representative/Executive Board member **with a Shop Steward present when the form is signed.** The full-time Union Representative will receive copies of any reprimand, suspension or discharge which will become part of the employee's personnel file.

24.04 If an employee is issued a suspension for just cause, it shall be served within thirty (30) days of issuance of such suspension. If not served within the above mentioned period, such suspension will not be served but will remain on the employee's file as per 24.01.

24.05 All suspension durations shall be indicated in the notice of discipline, and discipline shall be based on principles of progressive discipline or particular circumstances for more serious misconduct.

25

ARTICLE 25 GRIEVANCE AND ARBITRATION

25.01 Both the Company and the Union emphasize the importance of the grievance procedure, the purpose of which will be to settle as many grievances as possible promptly and on the spot. Accordingly, grievances shall be considered timely if filed at Step 1 within

ten (10) **business** days of the incident giving rise to the grievance and also provided that it has first been dealt with as a complaint. It is further agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.

Grievances will be processed as follows:

COMPLAINT STAGE

The employee shall discuss the matter with their supervisor in an effort to achieve a satisfactory resolution. The employee may be accompanied by a Union steward or their alternative during such discussion if they feel this will be of assistance in explaining their complaint. If a satisfactory settlement is not reached the complaint may be carried forward to Step 1 as a grievance.

STEP 1 If the discussion with the supervisor does not resolve the matter to the employee's satisfaction, a written grievance, duly signed by the employee, may be presented to Human Resources within ten (10) **business** days of the incident giving rise to the grievance or within ten (10) **business** days of the receipt of the copy being provided to the Union as per 24.02. Human Resources will give a written answer to the grievance within five (5) **business** days of receipt of the grievance.

STEP 2 If the decision at Step 1 is unsatisfactory to the employee, the grievance may be re-submitted to Human Resources within five (5) **business** days of the written response at Step 1. **Within a further ten (10) business days,** Human Resources

will **contact the Union representative to schedule** a meeting to be attended by Human Resources, the Department Manager, **the Plant Manager** and the Shop Steward and the Union Representative. The **Plant Manager** or designate shall render a written decision within five (5) **business** days following the date of **the meeting** at Step 2 **or not later than twenty (20) business days after the Union's submission request to proceed to Step 2, if a meeting has not been scheduled by that time.**

Any extension to any of the deadlines must be requested prior to the end of the deadline and must be mutually agreed upon between both parties for up to a maximum of ten (10) business days per extension.

25.02 Employees who are terminated by the Company, suspended, disciplined for any reason whatsoever, or laid off, and feel that they have been unjustly dealt with shall promptly notify **the Union Representative** who shall, within **ten (10) business** days of receipt of notice of such a termination, suspension or layoff by the aggrieved employee, notify the Plant Manager **or designate**, stating the grounds of objection to the termination, suspension or layoff. That termination, suspension or layoff shall then constitute a grievance and shall be dealt with according to the Grievance Procedure set out above, beginning with Step 1 ~~2~~ above. If subsequently it is decided that the employees were unjustly terminated by the Company, suspended or laid off, they shall be reinstated to their former position and shall be

compensated for all time lost at their regular rate of pay or granted such lesser compensation as may be decided fair in the circumstances.

25.03 Should disputes, claims or grievances arise as to the meaning or interpretation of this Agreement that cannot be settled by the Union and the Company, they may be submitted to an impartial Arbitrator, as listed below at the request of either party. The Arbitrators are as set forth and will be used on a rotating basis;

1. **Gavin Wood**
2. **Blair Graham**
3. **Colin Robinson**
4. **Diane Jones**
5. **William Hamilton**

If any individual of the above noted panel, who has been requested in their turn to act as the Arbitrator, is unable or unwilling to act, they shall not again be requested to act as the Arbitrator unless their name comes up again on a regular rotation of the panel.

An arbitrator shall not be deemed willing to act unless they are in a position to convene the hearing within twenty-eight (28) days of the date of their selection. If none of the above named Arbitrators is willing to act, either party may request the Manitoba Labour Board to appoint an arbitrator.

Failure to request arbitration within the ten (10) **business** days following the Company's answer in Step 2 shall be deemed a withdrawal of the grievance and it will not be considered any further.

The decision of the Arbitrator shall be final and binding upon the parties hereto and all persons concerned or affected. It is further understood that the Arbitrator shall, in each case, be bound by the provisions of this Agreement and that they are not vested with the authority to change, amend, or modify any of the provisions of this Agreement but only to interpret the provisions thereof.

The decision of the Arbitrator shall be given within a period of thirty (30) days after the closing of the arbitration proceedings.

In the interest of settling a grievance prior to an arbitration hearing, either party may request assistance of a grievance mediator from the Province of Manitoba Conciliation Services.

25.04 The time limits set out in the above procedure can be extended upon mutual agreement of the parties.

25.05 The Union and the Company shall each pay any costs connected with the presentation of their respective cases and the cost of the Arbitrator shall be divided equally between the Company and the Union.

ARTICLE 26
LICENSE RENEWAL

26

26.01 The Company will reimburse employees for the additional cost (e.g. in excess of their standard drivers license) that is involved in maintaining a special license required by law or by the Company for specific classifications.

26.02 The Company will reimburse employees for time lost from work in order to take training sufficient to qualify for maintaining certification or write tests for licenses required to perform their classification for the Company where it is impossible to schedule the employees forty (40) hours of work in the week in which such training or tests are taken.

ARTICLE 27
TRADES TRAINING AND
APPRENTICESHIP

27

27.01 The Company agrees to register apprentices under the Apprenticeship and Trades Qualification Act. The selection of an apprentice will be made on the following basis:

- a) Acceptance of apprentices will be based on them meeting qualifications and standards as determined by the Company in consultation with the Union and consistent with the qualifications outlined in each trade

regulation. Qualifications and standards will be applied equitably and consistently to all applicants.

- b) Applicants meeting the qualifications and standards from amongst the Relief Mechanics in the Operators Training Manual will be the first selected by seniority, subject to c) below. The Company will endeavour to maintain a pool of Relief Mechanics. Applicants from amongst the broader qualifying employees will then be accepted for available apprenticeships by seniority, subject to c) below.
- c) Of the applicants mentioned above, those who possess previous trade apprenticeship training or equivalent training /experience may be given preference in the selection of apprentices by mutual agreement between the Company and the Union.
- d) An employee's seniority continues to accrue during the apprenticeship process.
- e) Before entering a formal apprenticeship, an employee will serve a ninety (90) calendar day trial period for the purpose of establishing suitability. If an employee is successful, the Company will credit this time towards the apprenticeship. If either the Company or the employee determine during the trial period that the apprentice will not be successful, the employee will be returned to their previous position. If the Company makes this determination, the employee will be reimbursed any wages lost during the ninety (90) day trial period as a result of the pay differential between his former wage rate and the apprenticeship rate.

Apprenticeship Rates shall be the difference between the Maintenance Personnel rate divided by the number of levels in the particular trade training set out in the applicable regulation to *The Apprenticeship and Trades Qualifications Act*. For an example, an apprenticeship program which takes four (4) levels of training to complete will be paid as follows:

First Level: Maintenance Personnel rate

Second Level: Maintenance Personnel plus 25% of the difference between Maintenance Personnel and the trade rate.

Third Level: Maintenance Personnel plus 50% of the difference between Maintenance Personnel and the trade rate.

Fourth Level: Maintenance Personnel plus 75% of the difference between Maintenance Personnel and the trade rate.

An apprenticeship program which takes three (3) levels to complete will be paid as follows:

First Level: Maintenance Personnel rate

Second Level: Maintenance Personnel plus 33.33% of the difference between Maintenance Personnel and the trade rate.

Third Level: Maintenance Personnel plus 66.67% of the difference between Maintenance Personnel and the trade rate.

27.02 Employees who take the Manitoba Trades Training Program or other accredited program, as

scheduled and approved by the Company shall receive regular pay based on a forty (40) hour work week, for each week that they attend the first training course for that level at a program but not for an additional attempt at the same level if previously unsuccessful. Employees are to present to the Company proof of their having successfully completed the course. The Company shall make every effort to release apprentices from work hours to attend the in-school training portion of the apprenticeship program. Any additional program not scheduled by the Company but proposed to the Company in advance shall have its overall cost and benefits discussed between the Company and the employee prior to enrollment. Compensation for each program will be analyzed on a case-by-case basis and if applicable, determined by the Company in a reasonable manner.

27.03 The Company will contribute to employee costs for accommodations, meals, tuition and books **pursuant to Company policy.** In order to qualify for employer assistance, employees must successfully complete any Manitoba Trades Training or other accredited program approved and scheduled by the Company

27.04 An apprentice is subject to release from the apprenticeship program as follows:

- a) In a layoff the first demoted from a crew will be the apprentices by reverse seniority.
- b) An apprentice fails a training course at any one level twice.
- c) The employee voluntarily withdraws from

any in-school training portion of the program without a reasonable excuse acceptable to the Company.

Should the apprentice be released s/he will be placed in the labourer classification if available at the time of release or may bump a junior Operator if they still remain in the Operator Training Manual.

Upon successful completion of the apprenticeship program, the employee will be notified that they will be given an additional period of at least ninety (90) calendar days of employment within the applicable trade.

27.05 The Company and the Union agree that the continued support of the factory apprenticeship program represents a significant commitment and investment by both the Company and the employees. For the purposes of protecting the value of this investment, the parties agree that Journeyperson employees of the Company, for whom the Company made this investment, who choose to leave the employ of the Company before completing three (3) years of service post-certification, are responsible for reimbursement of the costs provided by the Company associated with their training.

27.06 Employees who are entering the Manitoba Trades Training Program will be required to sign an agreement (Educational Assistance Agreement form) which obliges them to repay all costs provided by the Company if they have not achieved Journeyperson Certification and if employment is voluntarily

terminated by the employee or if they are terminated by the Company for cause and have not been reinstated through the grievance and arbitration procedures outlined in Article 26 of this Agreement.

If an employee is displaced from a trades position but bumps into another non-trade classification in the Company for which the employee is qualified, there is no requirement to pay back any costs. The employee shall then be paid at the appropriate posted rate for that classification.

27.07 After obtaining Journey person Certification in an applicable trade, the expenditures on books, tuition, and wages during the training course by the Company will be required to be reimbursed by the employee back to the Company according to the following schedule:

Termination within 0-24 months after completion of the program	100%
Termination within 24-36 months after completion of the program	50%
Termination 37+ months after completion of the program	0%

27.08 Employees or former employees who choose to pursue an apprenticeship without being accepted into the Company's apprenticeship process will not receive financial support for their program. However, the Company shall provide the number of hours worked to the appropriate apprenticeship board for documentation purposes only.

ARTICLE 28
PENSION PLAN

28

28.01(a) The Company will continue to provide defined benefit pension as specified under the current McCain Foods Limited Retirement Benefit Plan for Unionized Employees – Carberry Factory (formerly known as Carnation Retirement Plan No. 1 and hereafter referred to as the Carberry Defined Benefit Pension Plan) for all eligible employees hired prior to July 1, 2015.

Each Plan Member shall be required to contribute to the Pension Fund an amount equal to 3% of the Member's Earnings.

Employee contributions are to be applied to fund the normal cost of the benefits currently accruing to members under the Pension Plan, but not to fund any solvency or funding deficits. Each year, the Company shall contribute the difference between employee contributions and the necessary amount to ensure that all funding requirements under the Pension Plan are met. Over the course of the Collective Agreement, the Company's contributions shall be not less than the employees' contributions.

The Company will ensure that employees are provided with annual statements indicating the pension benefits that they have accrued to date. In addition the pension benefit pamphlet will be periodically updated as required.

An employee who is:

- 1) a member of the Carberry Defined Benefit Pension Plan on or before September 30, 2012;

- 2) has reached the age of fifty-five (55) on or before September 30, 2012; and
- 3) is eligible for retirement or early retirement under the Carberry Defined Benefit Pension Plan,

shall be eligible to opt for the commuted value “lump sum” payment upon retirement. The commuted value “lump sum payment” shall not be available to any other employees after the age of fifty-five (55).

The Union recognizes that the Pension Committee is responsible for the overall administration of the Carberry Defined Benefit Pension Plan and Fund. The Union recognizes that the Company is responsible for the overall operation of the Carberry Defined Benefit Pension Plan and Fund. Further it is recognized that the Company, through the Pension Committee reserves the right to merge other Company pension plans and funds into the current Plan and Fund, or vice versa, and also to arrange pension benefits for other employee groups under the current Plan and Fund, provided that such actions do not affect the accrued pension benefits of Carberry employees.

Employees retiring will do so with the following reductions **to pensions under the Defined Benefit Provisions:**

<u>Retiring Age</u>	<u>Pension Benefit</u>
60	100%
59	80%
58	75%
57	70%
56	65%
55	60%

28.01(b) Employees hired after July 1, 2015 shall not be permitted to **participate in the Defined Benefit Provisions of the Carberry Pension Plan**. The Company **has** arranged for a **separate** defined contribution **section within the Carberry Pension Plan** for employees hired after July 1, 2015. Employees hired after this date shall be eligible and/or required to join the Carberry Pension **Plan under the Defined Contribution Provisions** and in accordance with **their** terms and conditions.

28.02 During periods of absence from work for which employees are receiving either Weekly Indemnity benefits or benefits from the Workers Compensation, pension credits shall continue as though the employee were actually at work.

28.03 **Registered Retirement Savings Plan**

The Company will administer through payroll deductions, a voluntary group RRSP as chosen by the Union. On a calendar year basis, the employee will determine the amount to be deducted from regular earnings in each pay period and this shall remain unchanged during the year except where no pay cheque is issued and in such case, no deduction will be made. Such deductions will be remitted to the group RRSP by the Company on a monthly basis.

ARTICLE 29 TECHNOLOGICAL CHANGE

29.01 In this article technological change means a change of an ongoing nature in factory operations which is directly related to the introduction of equipment, material or processes different from that previously used in factory operations.

29.02 Where the Company proposes to effect a technological change that is likely to affect either the terms and conditions or the security of the employment of a significant number of employees notice of the change shall be given to the Union no later than ninety (90) calendar days prior to the date on which the change is to be affected.

29.03 The notice shall be in writing and shall state:

- (a) the nature of the technological change;
- (b) the proposed effective date of the technological change;
- (c) the approximate number and type of employees to be affected by the technological change;
- (d) the effects the technological change may be expected to have on employees' terms and conditions; or the security; of employment of bargaining unit members.

29.04 Where an employee who has completed their probationary period has their regular position

permanently eliminated as a result of a “technological change” such employee will acquire the right to “bump” less senior employees according to the following procedure:

- (a) The Company in consultation with the Union will endeavour to place the employee in an available classification, which is at a rate of pay equal to their previous classification.
- (b) Where the Company’s efforts under (a) above, prove unsuccessful the employee shall be entitled to “bump” the most junior employee in their own Wage Group who holds a classification for which they are qualified;
- (c) Where the Company’s efforts under (b) above, prove unsuccessful the employee shall be entitled to “bump” the most junior employee in a lower Wage Group who holds a classification for which they are qualified.

For the purpose of this section “qualified” shall mean that in the reasonable opinion of the Company the employee has the capability to qualify for the classification within a reasonable period of time and in any event currently possesses any license or trade qualifications which may be required.

29.05 All new classifications which are included in the bargaining unit, or existing classifications which are significantly altered, as a result of a technological change shall be subject to classification as provided in Article 16.02 of the Collective Agreement.

29.06 Where the employment of ten (10) or more employees who have completed their probationary period is expected to be permanently eliminated as a result of a technological change the Company will offer such employees a relocation counseling workshop to assist them in their search for new jobs.

29.07 The parties agree that the above provisions will be applicable in the event of technological changes and therefore that Articles 83, 84, and 85 of The Labour Relations Act do not apply during the term of the Collective Agreement.

30

ARTICLE 30 SEVERANCE PAY

30.01 The Company agrees to make severance payments to all employees who have completed their probationary period whose employment is permanently terminated as a result of technological change or a partial or complete factory closure. Payments will be determined as follows:

- | (a) Service Category | Severance Payment |
|---|--------------------------------------|
| * employees with less than 10 years seniority | 1 weeks pay per year of seniority |
| * employees with 10 years seniority but less than 15 years of seniority | 1.75 weeks pay per year of seniority |
| * employees with 15 years or more | 2 weeks pay per year of seniority |
- (b) Seniority is determined as of the employee's termination date.

- (c) For the purpose of the above calculations seniority will be rounded to the next higher quarter (1/4) of a year.
- (d) A weeks pay is equal to forty (40) hours at the rate stipulated in the Collective Agreement for the classification held by the employee at the time of termination.
- (e) Severance payable under this section shall be deemed to include any severance pay as may be required under any Manitoba legislation.
- (f) Severance will not be payable to any employee who is discharged for just cause or who quits prior to their final scheduled day of work.

ARTICLE 31 TIGER PROGRAM

31

31.01 The parties agree on the importance of recognizing employees for success at the factory. The Tiger Program will include the following measurement tools:

1. percent of standards produced
2. first pass quality
3. safety
4. costs and any other relevant measurement tool(s)

The TIGER Program will pay out up to 4% of yearly earnings with the opportunity to overachieve to 4.8 % maximum (maximum 2184 hours) if the measurement criteria, as described above, are exceeded. That is the Program must make money before it can pay out.

The Tiger Plan will run in accordance with the Company's fiscal year, July 1 to the following June 30.

The Company will advise the Union at the Joint Labour Management Committee regarding key performance indicators for the fiscal year. The Plan is subject to approval by McCain Foods.

1. Eligible earnings shall be defined as the employee's hourly wage rate at the year-end multiplied by the number of hours they worked during the calendar year in question. Hours worked shall include vacation, statutory holidays and Union leave, but exclude weekly indemnity and WCB. The total number shall not exceed 2184.
2. An employee recruited during the year will have their Employee Bonus payout prorated accordingly.
3. Payouts are not pensionable.
4. Payouts will usually be paid before August 31st of the fiscal year. If employment is terminated during the course of the fiscal year due to death, total disability, retirement or job redundancy, the payment will be prorated. Employees must be employed at the time of payout to receive payment.
5. Notwithstanding the above, bonus shall not be included in the previous year's earnings for the purpose of calculating vacation as per Article 10.

**ARTICLE 32
HARASSMENT/ABUSE**

32

32.01 The **Company will maintain a "No Harassment/Abuse Policy" the current version of which is** contained in Appendix "C" of this Collective Agreement. The **current** policy will be posted in a prominent location, with a copy of same remitted to employees covered by this Agreement. **Should McCain Foods (Canada) revise this policy, the Company will provide the Union with an updated version.**

**ARTICLE 33
EDUCATION AND
TRAINING TRUST FUND**

33

33.01 The Company will contribute one thousand (\$1,500.00) five hundred dollars per contract year **payable to the MFCW Education and Training Trust Fund.**

**ARTICLE 34
DURATION**

34

34.01 This Agreement shall be effective as of October 1, **2017** and shall continue in full force and effect through September 30, **2021**, and will continue thereafter from year to year unless written notice by either party of its desire to amend or terminate this

Agreement is given by either party to the other not more than ninety (90) nor less than thirty (30) days prior to the expiry date of this Agreement, or not more than ninety (90) nor less than thirty (30) days prior to the expiry date in any year thereafter.

34.02 On the receipt of such opening notice, negotiations shall commence within ten (10) days of receipt of such, except that this time may be extended by either party or by mutual agreement.

34.03 During the period of negotiations, this Agreement shall remain in force.

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

SIGNED THIS 14th DAY OF JUNE, 2018.

FOR THE UNION:

Danny Lacey

[Signature]

Wilson Ball

[Signature]

[Signature]

FOR THE COMPANY:

[Signature]

[Signature]

Carol Maden

Kelly Trasserra

APPENDICES AND LETTERS OF UNDERSTANDING

All appendices and letters of understanding as attached to this Agreement shall form an integral part of this Collective Agreement

APPENDIX “A”

A

	<u>Current</u>	<u>Oct 1/17</u> (1.75%)	<u>Oct 1/18</u> (2.25%)	<u>Oct 1/19</u> (2.25%)	<u>Oct 1/20</u> (1.75%)
A-1.01					
Production Personnel Crew Leader	\$25.17	\$25.61	\$26.19	\$26.78	\$27.24
Microbiologist					
Group I	\$22.98	\$23.38	\$23.91	\$24.45	\$24.87
Lead Personnel					
Lead Trainer					
Group IA	\$22.32	\$22.71	\$23.22	\$23.74	\$24.16
Fryer Operator					
Relief Mechanic (effective date of ratification)					
Spare Operator II (effective date of ratification)					
Transwrap Operator II (effective Sept 1/18)					

Group IB	\$21.64	\$22.02	\$22.51	\$23.02	\$23.43
A.D.R. Operator					
Irrigation Operator					
Laboratory Operator					
Recovery Operator					
Transwrap Operator					
Cutter Deck Operator					
Palletizer Operator					
Spare Operator					
QA Support Technician					
Material Receiving Operator					
Sanitation Technician					
Case Seal Operator					
Peel Room Operator					
Group II	\$21.10	\$21.47	\$21.95	\$22.45	\$22.84
Sanitation Operator					
Forklift Operator					
Frozen Bag-Off Operator					
Raw Material Operator					
Knife Sharpener					
Shook Operator					
Group IIB	\$20.13	\$20.48	\$20.94	\$21.41	\$21.79
Scalehouse Personnel					

Group III	\$18.97	\$19.30	\$19.74	\$20.18	\$20.53
Sanitation Labourer					
Trimmer Inspector					
Packaging Inspector					
Housekeeper					

A-1.02

- (a) **Effective September 1, 2018, Transwrap Operator II is reached upon successfully completing advanced training and/or testing. All Transwrap Operators who have been listed in the Operator's Manual for at least (1) year are eligible for the advanced training and/or testing. Priority for training and/or testing will be given to the eligible senior available Transwrap Operator.**
- (b) **Effective upon ratification, a Spare Operator II is an employee who holds a Spare Operator posting, and is listed in the Operator's Manual for at least three (3) Operator classifications and will be included in Group 1A.**
- (c) **Effective upon ratification, payment for Relief Mechanic work**

MAINTENANCE CLASSIFICATIONS

	Current	Oct 1/17 (1.75%)	Oct 1/18 (2.25%)	Oct 1/19 (2.25%)	Oct 1/20 (1.75%)
A-1.03					
Acting Chief Engineer	\$46.60	\$47.42 (\$49.87 on D.O.R)	\$50.99	\$52.14	\$53.05

2nd Class Engineer	\$48.03	\$48.87	\$49.97	\$51.09	\$51.99
Electrical Dept. Crew Leader	\$37.23	\$37.88	\$38.73	\$39.61	\$40.30
Instrumentation Technologist Crew Leader	\$37.23	\$37.88	\$38.73	\$39.61	\$40.30
Maintenance Personnel Crew Leader	\$36.15	\$36.78 (\$37.78 on D.O.R.)	\$38.63	\$39.50	\$40.19
Condition Monitor	\$35.86	\$36.49 (\$37.49 on D.O.R.)	\$38.33	\$39.20	\$39.88
Lubrication Technician	\$35.86	\$36.49 (\$37.49 on D.O.R.)	\$38.33	\$39.20	\$39.88
Journeyman Electrician	\$35.34	\$35.96 (\$36.96 on D.O.R.)	\$37.79	\$38.64	\$39.32
Instrumentation Technologist	\$35.34	\$35.96 (\$36.96 on D.O.R.)	\$37.79	\$38.64	\$39.32
3rd Class Engineer	\$37.53	\$38.19	\$39.05	\$39.92	\$40.62
Gas Pipe Fitter "A"	\$34.72	\$35.33 (\$36.33 on D.O.R.)	\$37.14	\$37.98	\$38.65
Journeyman Industrial Mechanic	\$34.20	\$34.80 (\$35.80 on D.O.R.)	\$36.61	\$37.43	\$38.08
Journeyman Plumber	\$33.14	\$33.72	\$34.48	\$35.25	\$35.87

Journeyper- son Industrial Welder	\$33.14	\$33.72	\$34.48	\$35.25	\$35.87
Compressor Trainee	\$25.57	\$26.02	\$26.60	\$27.20	\$27.68
Waste Water Treatment Crew Leader	\$31.90	\$32.46	\$33.19	\$33.94	\$34.53
Waste Water Treatment Operator 3	\$29.55	\$30.07	\$30.74	\$31.44	\$31.99
Waste Water Treatment Operator 2	\$28.02	\$28.51	\$29.15	\$29.81	\$30.33
Waste Water Treatment Operator 1	\$26.56	\$27.02	\$27.63	\$28.25	\$28.75
Waste Water Operator in Training	\$24.26	\$24.68	\$25.24	\$25.81	\$26.26
Maintenance Personnel	\$24.27	\$24.69	\$25.25	\$25.82	\$26.27
Plant Utilities	\$24.27	\$24.69	\$25.25	\$25.82	\$26.27
A.D.R. Technician	\$23.56	\$23.97	\$24.51	\$25.06	\$25.50
Stock Room Clerk	\$22.59	\$22.99	\$23.50	\$24.03	\$24.45
Maintenance Planner	\$22.59	\$22.99	\$23.50	\$24.03	\$24.45

Relief Mechanic <i>(moving to Group 1A on ratification date)</i>	\$21.64	\$22.02			
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Retroactive pay on general wage increases and market adjustments effective to October 1, **2017** is applicable to employees who remain employed as of the date of ratification. The retroactive effect of this Agreement is limited to payment of wages and market adjustments pursuant to Appendix A. All other terms and conditions under this agreement will apply from the date of ratification unless otherwise specified.

A-1.04 Dual Ticketed Tradesperson

The parties have agreed it is important to recognize the value of dual ticketed tradespersons, it has been agreed as follows:

- 1) Any tradesperson holding any two (2) of the following trade certifications: Journeyman Plumber, Journeyman Electrician, Journeyman Industrial Mechanic, Instrumentation Technologist, Gas Pipe Fitter Class “A”, Pressure Welder machinist or Power Engineer, will be entitled to a premium of two (\$2.00) dollars per hour for each hour worked in their secondary trade.
- 2) In this regard, each skilled tradesperson will have a first and second trade for purposes of this article.

- 3) Such work in a secondary trade must be preauthorized and directed by the employee's direct supervisor or their designate.
- 4) The entitlement to this premium will be confirmed through appropriate documentation at the end of each work day.

A-1.05 New employees in Wage Groups I, IA, IB, II, and III may be paid at a rate of 12.5% below the foregoing rates for the first four-hundred and eighty (480) working hours of employment, and 6.25% below the foregoing rates for the next four-hundred and eighty (480) working hours period. Following the completion of a total of nine hundred and sixty (960) working hours, the employee shall receive the appropriate contract rate. For the purpose of this section, a new employee shall be a person who has not worked for the Company during the twelve (12) months previous to date of hiring.

A-1.06 **Relieving Rates of Pay**

Employees shall not have their rate reduced by reason of being temporarily assigned to a lower paid classification.

Employees permanently assigned to a lower paid Wage Group shall have their hourly rate reduced to the rate for the classification to which they are assigned.

Employees temporarily assigned to work in a higher paid classification shall receive the higher rate of pay for all time so employed.

A-1.07 Upon acceptance into the classification of Maintenance Person, or Plant Electrician, an employee will enter a sixteen (16) month training program. Such program will consist of four (4) equal periods of four (4) months. The hourly rate of pay during the training program is outlined in paragraph (a) or (b) below, whichever is applicable:

The difference between the Wage Group IA or IB rate and the standard rate for the classification will be divided into four equal parts.

- | | |
|---------------|---|
| First Period | - Wage Group IA or IB |
| Second Period | - Wage Group IA or IB plus 25% of the difference. |
| Third Period | - Wage Group IA or IB plus 50% of the difference. |
| Fourth Period | - Wage Group IA or IB plus 75% of the difference. |

Employees accepting a Maintenance classification who have transferred to such a classification from a classification within the bargaining unit with an hourly rate of more than the Wage Group IA or IB rate, will have the difference between the rate of the classification transferred from the standard rate divided into four (4) approximately equal parts that will be put into effect as per the schedule in the paragraphs above.

On the first day of the work week following the employee's successful completion of the training program they will receive the standard rate.

A-1.08 Employees who successfully complete the Manitoba Provincial Training Program for Journeyman shall be paid the rate for the respective Journeyman classification set forth in Appendix "A". Progression to the Journeyman rate shall be in increments equal to the difference between the employee's hourly rate at the time of entry into the training program and the respective Journeyman hourly rate divided by the number of training levels contained in the training program. The rate adjustment shall be effective upon return to work following successful completion of each level of training.

A-1.09 An employee entering the Stockroom Clerk Classification shall begin at the Wage Group II rate for training. Upon satisfactory completion of a four (4) month training period, the employee shall receive the contract rate.

A-1.10 Effective the date of ratification, employees who train other employees are to receive **one dollar and twenty-five cents (\$1.25)** per hour for all the time spent training said employees, **excluding tradesperson with an apprentice.**

A-1.11 **IRRIGATION PERSONNEL**

Irrigation Personnel are defined as persons working on the irrigation project and all associated equipment.

All Irrigation Personnel are excluded from all provisions under Articles 7, 8, 9.03 and Article 12. Such exclusions will be allowed only when Irrigation Personnel are performing irrigation duties. Under Article 10 “Vacations” vacation pay for each week of vacation will be based on the employee’s weekly rate at the time of taking vacation.

A-1.12 Notwithstanding 16.01, if during the term of this Collective Agreement, certain job titles are faced with difficulties in either recruitment or retention of employees, through mutual agreement of the Company and the Union the parties may enter into discussions for the purposes of increasing wage rates in Appendix “A” of the agreement for those job titles affected. If no agreement on wage rates can be reached between the parties the issue may be referred to arbitration under Article 25 of this Collective Agreement.

APPENDIX 'B' COMPRESSED WORK WEEK

B

B-1.01 The Union and the Company mutually agree that the practice of scheduling a compressed work week for employees in a Maintenance Department classification shall continue. A compressed work week is defined as a series of shifts greater than eight (8) hours per shift, which averages forty (40) hours per week over a four (4) week period. It is further agreed that such scheduling may affect one or more Maintenance classifications at any one time, and that such practices, if in effect, may with reason (e.g. operational efficiency, economics, or improvements to maintenance services) be discontinued entirely or in part upon the written notice of either party to the other. The Company will do its' utmost to satisfy employee preference, however the needs of the business must take priority. Any employee affected by discontinuing a compressed work schedule shall be reassigned to work in accordance with Article 7 of the Collective Agreement.

When a Maintenance Department employee is working on a compressed work week schedule, it is agreed that:

1. Article 7.01 of the Collective Agreement shall not apply with the exception of the definition of the plant's work week. In lieu of the balance of Article 7.01, the employee shall be compensated on a straight time basis for all hours worked except as provided below:
 - (a) Working hours scheduled on a holiday.

-
- (b) Working hours scheduled on a Saturday or Sunday, except where a continuous shift operation (seven days per week) is in effect.
 - (c) Work assignment that would cause an employee to work seven (7) consecutive days in a workweek.
 - (d) Any assigned hours worked in excess of twelve (12) hours in a day.
 - (e) Any assigned hours worked in excess of the hours scheduled as an employee's regular week.
 2. Article 7.02 shall not apply.
 3. Article 8, Night Premium, shall be computed and applied to Maintenance employees working on a compressed workweek in accordance with the following:
 - (a) The amount shall be determined by multiplying 8 times the amount of the second shift premium plus 8 times the amount of the third shift premium, the sum of which shall be divided by 12.
 - (b) The amount as determined by (a) above only may be applied to the hours an employee works between 8 p.m. and 8 a.m.
 4. If any other portion of the plant goes to ten (10) or twelve (12) hour shifts by mutual agreement, the Union and the Company agree that Appendix B with appropriate amendments for ten (10) hour shifts (if the changes are to ten (10) hour shifts) will apply.

APPENDIX "C" HARASSMENT/ABUSE POLICY

C

PURPOSE

McCain Foods Limited is proud of its professional and congenial work environment, and seeks to ensure that the work environment remains pleasant for all that work here. The purpose of the Workplace Harassment Policy is to provide all employees with a work environment free from harassment and inappropriate, disrespectful, demeaning or bullying behavior. This policy outlines prohibited behaviour and the steps to be taken in seeking advice, or reporting an incident of work-place harassment. No employee shall engage in any form of harassment as defined by this policy.

HARASSMENT

McCain will not tolerate any form of harassment, including inappropriate, disrespectful or demeaning behavior involving references to: race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, political belief, political association and/or activity, source of income or disability, whether by management (including: supervisors), co-workers, customers, suppliers or others in the workplace or arising from employment.

Prohibited conduct includes behavior in any form (verbal, physical, visual, etc.) that is reasonably likely to create a hostile, intimidating, offensive or poisoned work environment for others; including any

objectionable or offensive behavior that is known or ought reasonably to be known to be unwelcome, or which might reasonably be expected to cause offense or humiliation. Employees who engage in such conduct are subject to discipline, up to and including dismissal.

No employee may, by speech or action, directly or by innuendo, require another employee to violate this policy.

SEXUAL HARASSMENT

Sexual harassment is strictly prohibited. Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one-time basis or a series of incidents which:

- a) might reasonably be perceived as placing a condition of a sexual nature on employment, on opportunity for training or promotion, receipt of services or contract; or
- b) the submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c) conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of behavior that can constitute sexual harassment include, but are not limited to:

- Unwanted touching, patting, leering or sexual advances.
- Sexual assault.

-
- Inquiries or comments about a person's sex life.
 - Telephone calls, with sexual overtones.
 - Requests for sexual favours.
 - Gender-based insults or jokes causing embarrassment or humiliation.
 - Repeated unwanted social or sexual invitations.
 - Inappropriate or unwelcome focus/ comments on a person's physical attributes or appearance.

WORKPLACE VIOLENCE AND BULLYING

Violence in the workplace will not be tolerated. The Workplace includes but is not limited to the physical worksite, washrooms, cafeterias, training sessions, business travel, conferences, work-related social gatherings, the employee's or client's home or worksite, etc.

No employee shall be subject to bullying. Bullying includes offensive behavior through vindictive, cruel, malicious or humiliating attempts to undermine the competence, effectiveness, confidence and integrity of an individual or group of employees on a regular and persistent basis.

Examples of behavior that can constitute workplace violence and bullying include, but are not limited to:

- A physical assault.
- Threat of a physical assault.
- Spreading malicious rumors.
- Intimidating a person.
- Excluding or isolating someone.

-
- Making jokes that are offensive.
 - Unnecessary information or giving the wrong information
 - Intruding person by pestering or stalking
 - Belittling a person's opinions.
 - Yelling or using profanity
 - Tampering with a person's personal belongings.
 - Creating a feeling of uselessness towards an individual.

THE CRIMINAL CODE

Various forms of assault are covered under the *Criminal Code of Canada*, including sexual assault. The police may be asked to investigate allegations of assault.

REPORTING HARASSMENT

It is important that any employee, who feels he or she has been subjected to harassment, make his or her disapproval known to the "harasser". If, after being asked to stop, the harassment continues, employees are expected and encouraged to report any incident of harassment.

No retaliation will occur or be permitted against an employee for notifying his or her supervisor, a member of Human Resources or any member of management of a violation of this policy or for honestly cooperating in an investigation of such conduct.

An employee who feels he/she has been subjected to, or is aware of, conduct which may violate this Policy is encouraged to notify his/her immediate supervisor or any member of Human Resources, Management or the McCain Legal Department.

Prompt investigation will occur, and where warranted, McCain will take appropriate disciplinary action with employees or others engaged in the violation of this Policy, up to and including termination.

POISONED WORK ENVIRONMENT

A poisoned work environment is characterized by an activity or behavior, not necessarily at anyone in particular, that creates a hostile or offensive workplace. Examples include, but are not limited to:

- Graffiti
- Rumors or gossip
- Swearing
- Pranks
- Property vandalism
- Sabotage
- Pushing
- Theft
- Physical assault
- Sexual, racial or religious insults or jokes
- Abusive treatment of an employee
- Display of pornographic or other offensive material
- Bullying

Every employee has the right to be treated with respect and dignity, courtesy and consideration. All employees shall use courteous and respectful language and behavior when communicating with others in the workplace.

Anyone caught participating in conduct which may lead to a poisoned workplace will be subject to discipline, up to and including dismissal.

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union

The Company shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as authorized by the Union as per Article 5 “*Union Security*” of the Collective Agreement.

Please complete a Membership Application (sample below) immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within **thirty (30)** calendar days of your hire or rehire date. By signing such form you are authorizing the Employer to provide the Social Insurance Number to the Union.



MEMBERSHIP APPLICATION

**United Food & Commercial Workers Union, Local No. 832
Manitoba, Canada**

CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION

LAST NAME		FIRST NAME		INITIAL	GENDER	DATE OF BIRTH (DDMMYY)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE		
PREFERRED LANGUAGE		E-MAIL ADDRESS	SAMPLE				
COMPANY NAME		EMPLOYEE NO.					
CLASSIFICATION		EMPLOYEE NO.	FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>		
			PART-TIME <input type="checkbox"/>		OTHER <input type="checkbox"/>		

I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be for-
feited and my membership declared void if they are not true. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and
handling of grievances and all other matters relating to my employment, either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has
policies and procedures to safeguard my privacy and protect my personal information. United Food & Commercial Workers Local No. 832 has consented from third parties that receive personal
information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW
Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.

APPLICANT'S SIGNATURE

DATE SIGNED

LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE

X

Visit the Union's website @ www.uffcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-4665 or 1-888-612-9642.

Your Right to Refuse Dangerous Work



Workplace safety and health is everyone's concern and everyone's right.

You can refuse dangerous work and your right to do so is protected by law.

Hazards in the Workplace

At any time in your working life, you may encounter work involving safety and health risks that are not normal for the job. Hazards and dangerous situations should immediately be reported to your supervisor in order to prevent an injury or illness. In most cases, the situation is resolved by eliminating the hazard. If the situation is not rectified, you can exercise your right to refuse work.

What is the Right to Refuse?

Under the law, (Manitoba's Workplace Safety and Health Act), you can refuse any task that you have reasonable grounds to believe is dangerous to your safety and health or the safety and health of others. (The work refusal is initiated by the worker.)

Section 43(1) of the Act states: "A worker may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another worker or another person."

Remember... you may not be disciplined for exercising your right to refuse in good faith, and you are entitled to the same wages and benefits that you would have received had the refusal not taken place. Your employer may also re-assign you temporarily to alternate work while the situation is being remedied. Stay at your workplace for your normal working hours unless your employer gives you permission to leave.

What is Dangerous Work?

“Dangerous” work generally means: work involving safety and health risks that are not normal for the job.

What Are the Steps Involved?

Step 1

Report immediately to your supervisor, or to any other person in charge at the workplace, giving your reasons for refusing to work. At this point, the refusing worker and supervisor must attempt to resolve the concern. If the employer resolves the matter to your satisfaction, go back to work. If you still believe the work is dangerous....

Step 2

If the supervisor and worker cannot resolve the refusal, the worker co-chairperson of the safety and health committee, or a committee member (or a worker rep, if there is no committee), must be asked to help for the purpose of inspecting the workplace. If the dangerous condition is not remedied after the inspection

Step 3

Any of the persons present during the inspection in STEP 2 may notify a safety and health officer of the refusal to work and the reasons for it. The safety and health officer will investigate the matter and decide whether the job situation or task the worker has refused constitutes a danger to the safety or health of the worker or any other worker or person at the workplace.

The officer will provide a written decision to the refusing worker, each co-chairperson, or the rep, and the employer. Anyone directly affected by an officer's decision may appeal it to the Director of the Workplace Safety and Health Division. The Director will make a decision about the appeal, and provide written reasons. The decision of the Director may be appealed to the Manitoba Labour Board.

WHMIS - CLASSES AND SYMBOLS

Class A - Compressed Gas

This class includes compressed gases, dissolved gases and gases liquified by compression or refrigeration. Eg.: gas cylinders for oxyacetylene welding or water disinfection.



Class B - Flammable & Combustible Material

Solids, liquids and gases capable of catching fire or exploding in the presence of a source of ignition. Eg.: white phosphorus, acetone and butane. Flammable liquids such as acetone are more easily ignited than combustible liquids such as kerosene.



Class C - Oxidizing Material

Materials which provide oxygen or a similar substance and which increase the risk of fire if they come in contact with flammable or combustible materials.

Eg.: sodium hypochlorite, perchloric acid, inorganic peroxides.



Class D- Poisonous/Infectious Materials

Class D - Division 1

Materials causing immediate and serious toxic effects. This division covers materials which can cause the death of a person exposed to small amounts. Eg.: sodium cyanide, hydrogen sulphide.



WHMIS - CLASSES AND SYMBOLS

Class D - Division 2

Materials causing other toxic effects. This division covers materials which cause immediate skin or eye irritation as well as those which can cause long-term effects. Eg.: acetone (irritant), asbestos (cancer causing), toluene diisocyanate (a sensitizing agent).



Class D - Division 3

Bio-hazardous infectious material. This division applies to materials which contain harmful micro-organisms. Eg.: cultures or diagnostic specimens containing salmonella bacteria or the Hepatitis B virus.



Class E - Corrosive Material

Acid or caustic materials which can destroy the skin or eat through metals. Eg.: muriatic acid, lye.



Class F - Dangerously Reactive Material

Products which can undergo dangerous reactions if subjected to heat, pressure, shock or allowed to be in contact with water. Eg.: plastic monomers, such as butadiene and some cyanides.



Calendar for each year of
agreement 2018

Calendar for each year of
agreement 2019

Calendar for each year of agreement
2020

Calendar for each year of agreement
2021

We are Here to Serve You

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