

# Collective Agreement

Between:



and



**Brandon**

Effective Date: January 1, 2015

Expiry Date: December 31, 2019



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Between:



and



**Brandon**

Effective Date: January 1, 2015

Expiry Date: December 31, 2019

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. \_\_\_\_\_

## 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 written in a cursive style with a long horizontal stroke extending to the right.

Jeff Traeger,  
President UFCW Local 832

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# Important Telephone Numbers

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Canada Pension Plan . . . . .	1-800-277-9914
Canada Customs and Revenue (Income Tax) . . . . .	1-800-959-8281
Consumer's Bureau . . . . .	945-3800
. . . . .	1-800-782-0067
Community Unemployed Help Ctr . .	204-942-6556
. . . . .	1-866-942-6556
Dental Plan MFCW . . . . .	204-982-6024
. . . . .	1-800-952-9932
Employment Standards . . . . .	204-945-3352
Environment Hotline . . . . .	204-945-4888
Human Rights Commission . . . . .	204-945-3007
. . . . .	1-800-572-1040
UFCW RSP . . . . .	204-982-4172
. . . . .	1-877-982-4172
UFCW/Maple Leaf Foods	
Benefit Trust Fund . . . . .	1-877-982-4170
. . . . .	204-982-4170
Workers' Compensation Board....	1-800-362-3340
To Report an Injury . . . . .	204-954-4100
Workplace Safety & Health Division . . . . .	204-945-3446
. . . . .	1-800-282-8069

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**Expiry date: December 31, 2019**

**AGREEMENT BETWEEN:**

**MAPLE LEAF FOODS INC.**, a body corporate carrying on business in the City of Brandon in the Province of Manitoba, hereinafter referred to as the "Company".

**AND**

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

**WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and promote efficiency and improved operations;**

**NOW THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:**

# 1

## **SECTION 1 NATURE OF THE BARGAINING UNIT**

1.01 The Company agrees to recognize the Union as the sole agency for the purpose of collective bargaining for all employees, whether full-time or part-time, at its plant located in the City of Brandon, in the Province of Manitoba, save and except working supervisors and those above such rank, security personnel, office and quality control persons, and those excluded by the Act.

# 2

## **SECTION 2 UNION SHOP**

2.01 The Company agrees to retain in its employ within the bargaining unit, as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

2.02 The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the

employee his **or her** responsibility in regard to payment of union dues and initiation fee.

2.03 The Company agrees to forward a Membership Application duly completed, to the Union within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the Membership Application. The Membership Application will be used for the duration of the Collective Agreement.

2.04 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

2.05 **No Harassment/Discrimination**

- (1) The Company and the Union agree that the plant should be free of harassment and the Company and the Union agree to cooperate with each other in preventing and eliminating harassment.
- (2) It shall continue to be the policy of the Company and of the Union not to discriminate against any employee because of race, colour, creed, ethnic or national origin, gender, sexual orientation, family status, physical or mental handicap, marital status or Union activity.

Employees who so desire will be permitted to attach one (1) UFCW insignia sticker to their hard hats. These stickers shall be used to identify the Union name and applicable local number only. The dimensions of these stickers shall not exceed 1.2" x 2.2" and it shall not cover up any company-issued or regulatory labelling. These stickers must meet the same requirements of any Company or regulatory sticker. Where this is done, it is the employee's responsibility that the sticker remains properly attached and in good condition.

**3****SECTION 3  
DEDUCTION OF UNION DUES**

3.01 The Company agrees to deduct from the wages of the employee such union dues and initiation fee as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) weeks' accounting period and accompanied by a four weeks' or monthly computer electronic file of the names, Social Insurance Numbers and plant numbers of the employees for whom deductions were made and the amount of each deduction.

## **SECTION 4 PROBATIONARY PERIOD**

# **4**

4.01 New employees shall be on probation for a period of twenty-two (22) weeks for full-time employees and nine hundred and eighty (980) hours for part-time employees. The Company, at their discretion, may discharge any probationary employee within the above time limit(s) and said employee shall have no recourse to the Grievance and Arbitration sections of this Agreement. **Any extensions to the above must be mutually agreed by the Company and the Union.**

4.02 **All probationary employees will be required to wear a blue helmet containing a sticker with their name on it for the duration of their probationary period.**

## **SECTION 5 HOURS OF WORK**

# **5**

5.01 The normal basic work week for full-time employees shall be forty (40) hours per week, to be worked in five (5) consecutive shifts of eight (8) hours each scheduled by management and/or four (4) consecutive shifts of ten (10) hours each scheduled by management. The Company and the Union agree that in the event of a shortage of hogs, breakdown of machinery, epidemics, circumstances beyond the

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control of the Company, reconfiguration of equipment, or market conditions, full-time employees may work less than forty (40) hours per week.

5.02 With the exception of the meal and rest periods referred to in section 5.10, a full-time employee's shift for the day shall be comprised of consecutive hours of work.

5.03 For full-time employees who are scheduled five eight-hour shifts in a work week and a General Holiday falls during one of the scheduled work days, and the plant closes on said day, an employee shall work thirty-two (32) hours that week and receive forty (40) hours pay. If a General Holiday falls outside a full-time employee's scheduled work week, such employees shall be paid for all the hours worked in the week of the General Holiday plus eight (8) hours pay for said General Holiday. If two General Holidays fall in the same calendar week, a similar entitlement procedure as above shall apply.

5.04 For employees who are scheduled to work four ten-hour days a week and a General Holiday falls during a scheduled work day, and the plant closes on said day, an employee shall work thirty (30) hours and be paid forty (40) hours for that week. If a full-time employee works a 10-hour 4-day week and the General Holiday does not fall in his **or her** scheduled work week, he **or she** shall receive an additional eight (8) hours pay for the General Holiday in addition to all the hours worked and paid in the week of the General



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Holiday. The same procedure shall apply when two (2) General Holidays fall in a calendar week.

For employees who are scheduled to work 12-hour shifts and a general holiday falls on a scheduled work day, and the plant closes on said day, an employee shall have his **or her** work week reduced by 12 hours and be paid for 12 hours on the day of the general holiday. If a full-time employee works a 12-hour shift and the general holiday does not fall on a scheduled work day, he **or she** shall receive an additional twelve (12) hours pay for the general holiday in addition to all the hours worked and paid in the week of the general holiday. The same procedure shall apply when two (2) general holidays fall in a calendar week.

5.05 All employees shall have a minimum of twelve (12) hours off between scheduled shifts, except in case of emergency or unless mutually agreeable between the Company and the employees. Emergency shall be defined as any unexpected absence of employees due to illness, injury, mechanical breakdown, or in situations beyond the control of the Company.

5.06 The Company shall grant employees either two (2) consecutive days per week or three (3) consecutive days per week off, consistent with either an eight-hour five-day week or a ten-hour four-day work week. This provision would not be applied to weeks where the employee works an additional shift of overtime on a non-working day.

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5.07 The Company agrees to notify full-time employees, at least one week in advance, or at the commencement of employment, whether they will work an eight-hour five-day work week or a ten-hour four-day work week. The Company's operation shall be a seven-day work week operation, from Sunday to Saturday inclusive. There will be three (3) shifts in a twenty-four (24) hour work day, designated as the Day Shift, Afternoon Shift, or Night Shift.

5.08 **Part-time Employees' Hours of Work**

The Company may hire up to twenty (20%) percent of the work force as part-time employees. Calculation of the percentage shall take place every four (4) calendar weeks and shall be based on the total number of employees in the bargaining unit, each and every week. If the percentage of part-time employees exceeds twenty (20%) percent in any one week, the number of part-time employees who are in excess of the twenty percent shall be the number used to pay the most senior unskilled part-time employees the full-time unskilled hourly rate of pay for all hours worked by said employees. (i.e. If the Company has 1,000 employees in the bargaining unit and 210 employees in one week were part-time, the 10 most senior unskilled part-time employees will receive the full-time unskilled employee's rate of pay for the number of hours that those ten senior employees worked during any week.)

Part-time employees may be scheduled to work less than forty (40) hours a week, but will not be scheduled to work less than four (4) hours in any one shift when scheduled or called in to work.

(1) Scheduling shall be done by the Company for full-time employees by classification within each department and by seniority, and for part-time employees shall be done by department and by seniority. Both full-time and part-time shall be scheduled as indicated above, provided that the employee has the ability to perform the normal functions of the job. The plant shall be divided into the following departments:

- |   |   |                                   |
|---|---|-----------------------------------|
| 1. Front End Kill <b>AM</b>                         | 19. Block Table <b>AM</b>                                 | 37. Shipping <b>AM</b>            |
| 2. Front End Kill <b>PM</b>                         | 20. Block Table <b>PM</b>                                 | 38. Shipping <b>PM</b>            |
| 3. Dressing Floor- <b>AM</b>                        | 21. Picnic Line <b>AM</b>                                 | 39. Shipping Nights               |
| 4. Dressing Floor <b>PM</b>                         | 22. Picnic Line <b>PM</b>                                 | 40. Freezer, Chill Room <b>AM</b> |
| 5. Hog Receiving                                    | 23. Belly Line <b>AM</b>                                  | <b>41. Freezer, Chill Room PM</b> |
| 6. Casings Room <b>AM</b>                           | 24. Belly Line <b>PM</b>                                  | <b>42. Freezer Nights</b>         |
| 7. Casings Room <b>PM</b>                           | 25. Butt Line <b>AM</b>                                   | 43. Sanitation Cut                |
| 8. Stomach & Chits <b>AM</b>                        | 26. Butt Line <b>PM</b>                                   | 44. Sanitation Kill               |
| 9. Stomach & Chit- <b>PM</b>                        | 27. Loin Line <b>AM</b>                                   | <b>45. Sanitation Weekend</b>     |
| <b>10. Lard, Mucosa and Inedible AM</b>             | 28. Loin Line <b>PM</b>                                   | <b>46. Sanitation Overheads</b>   |
| <b>11. Lard, Mucosa and Inedible PM</b>             | <b>29. Hamboning,MEP, MSP, Roll Stock, Pork Chop AM</b>   | 47. Powerhouse/Wastewater         |
| <b>12. Lard, Mucosa and Inedible Nights</b>         | <b>30. Conversion, MEP, MSP, Roll Stock, Pork Chop PM</b> | 48. By-Products <b>AM</b>         |
| 13. Maintenance                                     | <b>31. Cryovac AM</b>                                     | 49. By-Products <b>PM</b>         |
| <b>14. Laundry AM</b>                               | <b>32. Cryovac PM</b>                                     | 50. Cafeteria <b>AM</b>           |
| <b>15. Laundry PM</b>                               | 33. Pack, <b>Box Room, Dumpers AM</b>                     | 51. Cafeteria <b>PM</b>           |
| <b>16. Laundry Nights</b>                           | 34. Pack, <b>Box Room, Dumpers PM</b>                     | 52. Research & Development        |
| 17. Dry Goods, Janitorial, Plant Services <b>AM</b> | 35. Rails <b>AM</b>                                       |                                   |
| <b>18. Dry Goods, Receiving, Janitorial PM</b>      | 36. Rails <b>PM</b>                                       |                                   |

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The Company has the ability to create additional departments during the life of this collective bargaining agreement for legitimate business reasons, providing it informs the Union of its intention within a reasonable period of time of not less than thirty (30) calendar days before establishing the new department(s). **The Job evaluation committee will meet to validate the classifications of the jobs within the department and all jobs will be allocated through the job posting process before the department becomes operational.**

(2) The Company shall post a **general** work schedule for all employees **by department**, either working full-time or part-time, no later than Thursday of each week for the following week **in the main hallway**. If the schedule is not posted by Thursday at 6:00 p.m., then the schedule already posted shall apply for the following week. The Company has the right to call in part-time employees not previously scheduled to work if required by the business.

(3) A schedule of employees may be changed without notice in the event of emergencies, such as snow storm, flood, breakdown of machinery, or other instances of force majeure. In all other cases, except by mutual agreement between the Company and the employee, at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay, at the straight time rate, in lieu of notice.

(4) **Time Clocks**

The Company shall provide **wall clocks as well as** time clocks to enable employees to record their own time for payroll purposes. Employees shall

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record their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the Company. **All time clocks will be synchronized.**

(5) **Work Schedules**

The work schedule shall consist of regular steady shifts and not rotating shifts except as indicated below for maintenance. Swing shifts shall apply only by mutual agreement, which agreement shall not be unreasonably withheld, both parties recognizing the necessity of maintaining efficiency of the plant, and ensuring the welfare of the employees.

(6) Maintenance Crews will be scheduled on **one of the following shifts:**

**Non-rotating Days—(Monday to Friday)**

**Monday to Friday—rotating days and afternoons**

**Weekday nights (Monday to Friday - or Sunday to Thursday)**

**Weekend day shift—Scheduled between Thursday and Wednesday**

**Any changes to the above shifts will be communicated to the Union in advance of any changes being implemented.** These crews will not be scheduled to cover opposite crews unless requested through the agreed upon overtime process or by mutual agreement. In the event of sickness or vacation, employees may be requested (by seniority) to cover the vacancy on the opposite crew for a short term temporary replacement. In the event of staff

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shortages employees may be requested to provide coverage on a shared basis for a short term temporary replacement.

**When there is a requirement to temporarily assign a maintenance employee to another position within the maintenance department, the employees will be asked in order of seniority and if there are no volunteers, employees will be assigned in reverse order of seniority. The Company will identify the anticipated length of time that a maintenance employee is required to replace in a vacant position.**

Schedules for applicable trades will be posted once a month for a **five (5)** week period. Any changes in schedule or additions of trades will be posted for the beginning of the next work week with a minimum of **forty-eight (48)** hours' notice.

(7) In the event an employee is called in by Management in the case of an emergency, the employee will be compensated a minimum of three (3) hours at time and one-half (**1½**) for each call-in. As such, any time worked on a call-in is not used for calculating overtime for hours worked in excess of **forty (40)** hours per week.

(8) If inclement weather occurs which results in **Brandon Transit not operating or is late to the plant, or** road closures (by the Department of Highways, RCMP, **Brandon Police Service**) outside the city of Brandon, which results in an employee being unable to attend work **or late for work**, the employee will not be subject to any disciplinary action, and the absence will be considered to be

excused, for all purposes including the attendance bonus.

## 5.10 Meal and Rest Periods

**It is understood that the breaks will vary according to the needs of the business.**

(1) A daily shift of four (4) hours and up to and including five (5) hours shall have one (1) rest period with pay.

(2) A person working a daily shift of more than five (5) hours, but less than seven (7) hours, shall have one (1) rest period, with pay, and one (1) thirty (30) minute meal period, without pay.

(3) A person working a daily shift of more than seven (7) hours and up to eight (8) hours shall have one (1) thirty (30) minute meal period without pay and two **(2) fifteen (15) minute** rest periods with pay scheduled **within thirty (30) minutes before and up to thirty (30) minutes after** the middle of each period before and after the meal.

(4) Employees working a ten **(10)** hour shift shall have one (1) thirty (30) minute meal period without pay and two (2) fifteen **(15)** minute rest periods **with pay**, and an additional ten (10) minute rest period **with pay**. (Said 10-minute rest period shall be the last break of the day.)

(5) Times at which such meal and rest periods are taken shall be scheduled by management. Rest periods with pay shall be **within thirty (30) minutes before and up to thirty (30) minutes after** the

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middle of each period before and after the meal. For employees working a daily shift of seven (7) or more hours the meal period shall not start earlier than three (3) hours nor later than five (5) hours after the commencement of the employee's shift.

(6) If an employee is required to work overtime prior to or on the completion of an eight (8) hour shift or ten (10) hour shift, and if the Company does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half an hour of the end of the first shift, providing the overtime is for two (2) hours or more. **Breaks will be provided no later than after each additional three (3) hours worked on an overtime shift.**

(7) The Company and the Union agree that a rest period scheduled by the Company shall be fifteen (15) minutes, and ten (10) minutes for the last rest period in the event of a ten-hour shift, uninterrupted duration. If a rest period cannot be granted, then the employee will be paid an additional fifteen (15) minutes at the applicable overtime rate.

(8) Maintenance rest and meal periods are to be taken around production while ensuring there is maintenance coverage on the floor at all times. Flex breaks and lunch should be self-administered via radio contact with Lead hand or supervisor asking for permission. If a rest or meal period is interrupted by the Company, for emergency breakdown purposes, the Company has the option of rescheduling the break or compensating for the break time missed. The Company will provide a meal voucher to the



employee for the cost of a hot meal if one had been ordered and had not been completed.

**(9) It is understood that meal and rest periods may need to be adjusted outside of the thirty (30) minute timeframe under the following conditions:**

- a) breakdowns of one (1) hour or more;**
- b) shortage of hogs;**
- c) bonafide emergencies beyond the control of the Company such as flood, fire, etc.**

**In the event that breaks are adjusted outside the thirty (30) minute timeframe for the reasons listed above, the Company will inform the Chief Steward or an Assistant Chief-Steward, whichever is in the building, as to the amended break time and the reason requiring the change. The Company and the Union will monitor any variations outside the above time-frames and where possible take actions to reduce the variations.**

#### **5.11 Personal Breaks**

(a) The Union agrees that except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that rest periods must not be abused.

(b) Employees shall not be disciplined or discharged as a result of authorized usage of time for personal breaks granted by the Company. However

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as a deterrent to excess usage the following measures will apply:

- (i) Employees will have the time used on each break deducted from their weekly hours worked.
- (ii) Employees who for reasons supported by medical documentation show a specific condition to exist which necessitates greater use of the washroom will not have time deducted for use of the washroom.
- (c) The Union agrees to work with the Company to deal with employees who are abusing personal breaks.

#### 5.12 Clean Up Time

Employees will be allowed sufficient clean up time with pay prior to the end of their shift, in order to meet the HACCP expectations of the Company. Employees must punch out prior to changing into their street clothes. The allotted clean up time that extends beyond the normal shift end due to employees being required to work, will be paid at the rate of time and one-half (1½) the employee's regular rate **for each full minute past the scheduled end of their shift.**

5.13 Each employee is required to notify the Company one-half (½) hour prior to the start of his or her scheduled work period if he or she is going to be absent for any reason, indicating the reason for the absence and the probable length of the absence. The

Company shall have a specific sick call-in number(s), which provides confirmation that the call has been received. **All call logs will be kept until the bonus pay period has ended.**

## SECTION 6 OVERTIME

# 6

6.01 Employees may be requested to work in excess of their regular daily work shift of eight (8) hours per day, or ten (10) hours per day, or forty (40) hours in any one week, and the employees agree to cooperate with the Company in that regard, but no employee shall be required to work an unreasonable amount of overtime. It is further understood that an employee will not be required to work overtime if reasons satisfactory to the Company are supplied. Every employee is expected to make a reasonable effort to be available for overtime. In situations where the Company feels an employee is not making a reasonable effort, a meeting shall be held with the Company, the Union and the employee involved.

6.02 For employees working a five (5) day work week, overtime shall be paid at time and one half (**1½**) for all hours worked or paid (including Union leave) in excess of eight (8) hours per day or forty (40) hours per week **regardless if that time is worked before or after the employee's normally scheduled shift.** Double time shall be paid for all hours worked on the seventh (**7<sup>th</sup>**) consecutive day.

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Any employee who works a double shift of sixteen (16) hours or more will be paid double time for all hours worked on the overtime shift. Any employee who works a double shift less than sixteen (16) hours will be paid at time and one half for all hours worked on the overtime shift.

**Notwithstanding the above, in the event a Maintenance employee is scheduled to work a double shift and is sent home prior to the end of the second consecutive shift they will be paid double time for all hours worked on the second consecutive shift. In the event a non-Maintenance employee is scheduled to work a double shift and is sent home prior to the end of the second consecutive shift they will be paid double time for all hours worked on the second consecutive shift unless production finishes prior to the end of the second consecutive shift or unless the shift must be shorter due to an event beyond the control of the Company.**

6.03 For employees working a four (4) day work week, overtime shall be paid at time and one half for all hours worked or paid (including Union leave) in excess of ten (10) hours per day or forty (40) hours per week. Double time shall be paid for all hours worked on the sixth and seventh consecutive day.

6.04 If an employee voluntarily agrees to come in, with less than 48 hours notice, prior to scheduled start time, the Company agrees to pay an employee

time and one-half (1½) for any time worked prior to the regular scheduled start time. The employee will still be expected to work the normal hours associated with their regular shift and the regular rate of pay.

6.05 **Requests for Overtime**

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

**Overtime shall be offered to employees by the following methods:**

1) **Scheduled Overtime:**

**Scheduled overtime shall be defined as overtime that the Company is aware of in advance of the requirement such as weekend overtime, and overtime as a result of employee absences resulting from vacations, leaves and sick leaves greater than one (1) day.**

**Scheduled overtime shall be by mutual consent and shall be offered in order of seniority among all employees in the classification and in the department regardless of which shift they are on. It will then be offered in order of seniority among all qualified employees outside of the classification and in the department regardless of which shift they are on. All shifts within the department will be combined, where applicable, for the purpose of offering scheduled overtime.**

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**Should this method not secure the number of volunteers needed, scheduled overtime will next be offered in order of seniority to qualified employees outside of the department plant wide regardless of which shift they are on.**

**In the event that there are still not enough volunteers to perform the scheduled overtime, the most junior employee(s), subject to Section 6.01, in the department regardless of the shift, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work, but no employee shall be required to work an unreasonable amount of overtime.**

**2) Regularly Scheduled Overtime:**

**Regularly scheduled overtime shall be defined as one of the following:**

**- regular overtime that occurs before production for the purpose of set-up, pre-op, condensation and knife cages to a maximum of one and a half (1½) hours**

**- regular overtime that occurs after production for the purpose of post-op and clearing the floor to a maximum of one and a half (1½) hours**

**Regular overtime that occurs before production will be offered by seniority and department to employees who normally work the dayshift.**

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**Regular overtime that occurs after production will be offered by seniority and department to employees who normally work the evening or night shifts.**

**In the event that there are not enough volunteers to perform the regular overtime either before or after production, the most junior employee(s), subject to Section 6.01, in the department, on the shift, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work, but no employee shall be required to work an unreasonable amount of overtime.**

**All regular overtime, either before production, or after production will be offered by canvassing the appropriate employees by midnight on Wednesday for the following week. The Company will notify employees if they have been chosen by the method above as soon as possible, but in no event later than midnight on Thursday for the following week.**

**3) Unscheduled Overtime – Greater than One (1) Hour:**

**All other overtime greater than one (1) hour shall be by mutual consent and shall be offered in order of seniority among all employees in the classification and in the department regardless of which shift they are on.**

**It is understood that while the Company is canvassing employees to work the overtime, the most junior qualified employee(s) on the shift and**

**in the department may be required to stay beyond their regular hours until such a time as they are replaced by employees who volunteer to work the overtime. When requiring junior employees to stay in this circumstance, employees who have a compelling personal reason not to work the overtime will be excused without penalty.**

**It will then be offered in order of seniority among all qualified employees outside of the classification and in the department regardless of which shift they are on. All shifts within the department will be combined, where applicable, for the purpose of offering scheduled overtime.**

**Should this method not secure the number of volunteers needed, scheduled overtime will next be offered in order of seniority to qualified employees outside of the department plant wide regardless of which shift they are on.**

**The Company agrees to begin the canvassing process as soon as the anticipated length of overtime is determined and to complete it as soon as reasonably possible so as to limit the amount of overtime a junior employee might be required to work and to maximize the amount of overtime for the senior volunteers.**

**In the event that there are still not enough volunteers to perform the scheduled overtime, the most junior employee(s), subject to Section 6.01, in the department, on the shift, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work, but no employee shall be**



**required to work an unreasonable amount of overtime.**

**4) Unscheduled Overtime – One (1) Hour or Less**

**Overtime of one (1) hour or less shall be by mutual consent and shall be offered in order of seniority among all employees on the shift in the classification and in the department at the time the overtime is needed.**

**It will then be offered in order of seniority among all qualified employees outside of the classification, on the shift and in the department.**

**In the event that there are still not enough volunteers to perform the scheduled overtime, the most junior employee(s), subject to Section 6.01, in the department, on the shift, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work, but no employee shall be required to work an unreasonable amount of overtime.**

For the purpose of Article 6.05, General Labour 1 and 2 will be combined into one (1) classification, Semi-Skilled 1 and 2 will be combined into one (1) classification and Skilled 1 and 2 will be combined into one (1) classification. For the Maintenance department, overtime will be offered by trade.

If any qualified employee is inadvertently missed in this rotation more than one time in a row,

then the Company agrees to pay said employee the amount of overtime that said employee should have worked had the Company followed the above procedure.

For the purposes of overtime only, the following is the list of departments at the plant:

- |   |  |                            |
|---|--|----------------------------|
| 1. Hog Receiving                                    | 10. Hamboning, Conversion, MEP, MSP, Roll Stock, Pork Chop | 18. Rails                  |
| 2. Front End Kill                                   | 11. Cryovac  | 19. Shipping               |
| 3. Dressing floor                                   | 12. Block Table  | 20. Sanitation             |
| 4. Casings Room                                     | 13. Picnic Line  | 21. Freezer and Chill Room |
| 5. Stomach & Chits                                  | 14. Butt Line  | 22. Research & Development |
| 6. Lard, Mucosa and Inedible                        | 15. Loin Line  | 23. Cafeteria              |
| 7. By-Products                                      | 16. Belly Line   | 24. Maintenance            |
| 8. Dry Goods, Receiving, Janitorial, Plant Services | 17. Pack, Box Room, Dumpers                                | 25. Powerhouse/Wastewater  |
| 9. Laundry  |  |                            |

6.06 There shall be no pyramiding of overtime.

6.07 The Company will allow employees to bank a maximum of eight (8) or ten (10) hours of regular pay from January 1<sup>st</sup> to December 25<sup>th</sup> whenever the Christmas holiday schedule requires employees to take additional time off without pay. Any unused banked overtime will be paid out by December 31<sup>st</sup> of the same year.

**6.08 When an employee who is dependent on Brandon Transit is required to work overtime or who is sent home early, the Company will provide transportation home if the next bus departure is in excess of one (1) hour and there is no other means of transportation available.**

## SECTION 7 SENIORITY

# 7

7.01 Seniority is defined as the length of an employee's seniority with the Company from the last date of hire. The date for full-time employees shall be the date of appointment to a full-time position. The Company and the Union agree that if a part-time employee is appointed to a full-time position during his **or her** probationary period as indicated in Section 4.01, that employee must still complete his **or her** probationary period until he **or she** has worked 980 hours including his **or her** part-time and full-time hours.

If employees begin work or are hired on the same date, seniority ranking shall be determined from their date of application to the Company. If the date of application is the same, the ranking shall be established using their birth date, defined for these purposes as the month and day.

7.02 The Company agrees to provide a seniority list to the Union and have same posted on **the first and second floors of the plant monthly in an area accessible to all employees. The employees will be listed by seniority, including department (as found in Section 5.09 of the Collective Agreement).**

7.03 Seniority shall be considered broken and employment terminated if an employee:

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- (1) is duly discharged by the Company and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
  - (2) voluntarily quits or resigns;
  - (3) has been laid off continuously for a period of more than twelve (12) months or is called back to work after a lay off and does not return to employment within the time as set out in Section 8;
  - (4) is absent from work without a written leave of absence for more than three (3) working days, unless a satisfactory reason is given by the employee. Hospitalization or inability to communicate with the Company shall be considered a satisfactory reason;
  - (5) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee. Hospitalization or inability to communicate with the Company shall be considered a satisfactory reason.
  - (6) Has not worked for a period of two (2) years or longer due to illness or injury, unless by mutual agreement between the Company and the Union that the period should be shortened or extended. Prior to an employee who is absent from work due to illness or injury being terminated, the Company and the Union will meet to discuss the particular circumstances of the employee in question. The termination of an employee in these circumstances will

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not affect his or her eligibility for benefits under Long Term Disability (LTD). If the parties are unable to agree on the status of the employee, the Company maintains the right to terminate the employee subject to the Union maintaining the right to grieve the validity of such termination. The employee understands that any termination that is mutually agreed upon between the Company and Union shall be deemed for just cause.

7.04 Seniority shall be the governing factor in matters of promotion, lay-off, choice of shift, recall, reduction from full-time to part-time, and choice of vacation schedule, providing the employee has the ability to perform the normal functions of the job requirements.

7.05 In the event an employee's status changes from full-time to part-time either at the direction of or with permission of the Company, his **or her** seniority date will be his **or her** most recent date of hire.

When an employee's full-time status is changed to part-time status due to circumstances of maintaining an efficient operation it is understood that such employees shall be considered for full-time positions before employees who have requested full-time employment before any posting is made by the Company.

7.06 The Company agrees to give one (1) week's notice prior to changing an employee's status from full-time to a part-time basis.

7.07 **Part-time**

Part-time employees will have seniority only within the part-time seniority list, and full-time employees will have seniority over part-time employees. For scheduling purposes, part-time employees will still be scheduled separately from full-time employees. Said scheduling shall be done by department, by seniority, providing the employee has the ability to perform the normal functions of the job. The Company agrees to schedule part-time employees as indicated above in order that a senior part-time employee, if hours are available when scheduling a week, may be scheduled up to forty (40) hours.

**8**

**SECTION 8  
LAYOFF AND  
RECALL FROM LAYOFF**

8.01 **Layoff Notice / Definition**

(a) A layoff, for the purpose of this section, shall be defined as a layoff of seven (7) consecutive calendar days or longer.

(b) In the case of layoff of employees with less than six (6) months of seniority, the Company

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agrees that two (2) working days notice shall be given. For employees with six months or more of service, notice in writing of two (2) working days shall be given for each year of service, up to a maximum of five (5) working days.

8.02 Layoffs and recall to employment shall be based on seniority, i.e., the last hired employee shall be the first laid-off, and the last laid-off shall be the first recalled, provided the senior employee is able to perform the normal functions of the job, or can qualify reasonably quickly. Those given such opportunity to qualify must within one (1) week demonstrate ability to perform the assigned classification satisfactorily.

Part-time employees shall be laid off prior to full-time employees on the criteria set out above.

Full-time employees shall be recalled prior to part-time employees on the criteria set out above.

8.03 In the event that a full-time employee is laid off due to reduction of business, said employee would be entitled to displace the most junior full-time employee in another department within his **or her** classification, and be given an opportunity to demonstrate his **or her** ability to perform the normal functions of the job within one week, except in the event of permanent closure of a department or a job becoming redundant, in which case this period of time shall be up to ten (10) working days. When a junior full-time employee is displaced by another senior employee as indicated above, he **or she** shall

be offered the opportunity to remain part-time in his **or her** classification in another department, by displacing the most junior employee, or by displacing the most junior part-time employee, or displacing the most junior full-time employee in a lower rate of pay classification, or be laid off if the employee so chooses.

8.04 Any employee who has been notified at his or her last known address to return to work, and within five (5) calendar days has failed to do so without reasonable excuse, shall be considered to have quit his or her employment voluntarily and his or her existing seniority rights shall be therefore terminated. When such notice is sent to any employee, a copy thereof shall be sent concurrently to the Union.

# 9

## **SECTION 9 VACANCIES / CLASSIFICATION POSTINGS**

9.01 Available General **Labour one (GL1) classification vacancies** will be listed and updated on a weekly basis indicating department and scheduled times. In the event that an employee applies for an available General **Labour one (GL1) Classification**, they shall submit their request before the list is updated the following week. The Company will then give them the opportunity to qualify for the next available position based on their ability to perform the work. Employees who apply and are accepted for a position above may not apply for another General Labour



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**one (GL1) job posting until they have worked six (6) months in the position.**

9.02 New classifications and permanent vacancies in existing classifications shall be posted on the bulletin board for three (3) working days within seven (7) working days from the new classification(s) or the vacancy(ies) being created. The classification(s)/ vacancy(ies) shall be awarded within **ten (10) working** days from the end of the three (3) day posting, provided the remaining employees can satisfactorily and efficiently perform the work required, but in any event, the **qualification period for the employee accepting the award shall begin within thirty (30) working** days.

Interested employees shall sign the posting notice. **Employees shall only be allowed to decline the award on two (2) occasions per calendar year. Employees who accept the award shall be given an opportunity to view the position prior to deciding to attempt to qualify. Should they decide not to attempt to qualify, they shall be returned to their former position and this will be considered a decline of the award. Should they decide to attempt to qualify, they will be barred from signing any future postings for the next nine (9) months unless disqualified by the Company.**

The Company will provide copies of job postings, applicant lists and the name of individual(s) awarded the job to the Chief Steward **or to the Union**. The name of the successful applicant will be posted on the bulletin board.

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Vacancies occurring as a result of filling a temporary position will be filled by Management, by giving an opportunity to senior qualified employees to fill the job vacancy. **Vacancies created by Maternity and/or Parental leave of greater than six (6) months shall be posted.**

Job postings shall identify the classification, **rate of pay**, department, **all jobs within that classification within that department**, the hours of work, which means the starting and quitting time and the **general working conditions in the department as agreed to between the Union and the Company.**

Successful applicants who are removed by the company will not be subject to the nine (9) month bar once every calendar year. Successful applicants for a temporary vacancy must remain in that position until the incumbent returns to work, or may be released earlier if the Company approves.

**In the event an employee is returned to work through the grievance process, they shall be returned to the position that they held at the time they were terminated, unless otherwise mutually agreed.**

Employees who are on workers compensation or weekly indemnity **or on a return to work accommodation that prevents them from performing the job duties of the posting** for more than **twenty five (25) working days from the date the employee is offered the award** shall be bypassed when **awarding the posting.**

9.03 In order to qualify as indicated in this section, an employee must have the ability to regularly perform the normal functions of the job after a reasonable training period. Which shall be tested when the Company gives the senior employees a maximum consecutive training/qualifying period as follows: General Labour – **five (5)** completed working days; Semi-skilled – **ten (10)** completed working days and Skilled – **fifteen (15)** completed working days, to demonstrate his **or her** knowledge, training, ability and physical fitness for the position to which the employee applied. The Company will give employees a maximum consecutive training/qualifying period of twenty (20) working days to Maintenance Helpers **and Lubricators and a maximum of three (3) months for employees moving into trades classifications from any other classification.**

The Company agrees that the training/qualifying periods indicated above are the period of time that the Company assign in order to form an opinion as to whether or not an employee will eventually be able to perform the work without instruction or assistance.

If the employee selected has performed the said job in a classification within the last twenty-four (24) months, and can still perform the said job, there will not be a need for a trial period.

9.04 A part-time employee may become a full-time employee when either of the following circumstances arise:

- (a) a part-time employee successfully bids for a full-time position and is awarded the position as per 9.01 above; (the Company and the Union agree that full-time employees shall be given preference over part-time employees when full-time positions are available) or
- (b) a part-time employee has worked the same number of hours as a full-time employee over a three (3) calendar month period. They shall then be deemed to be a full-time employee and shall receive pay and benefits according to the full-time employee's classification in the collective bargaining agreement. The exception to this rule shall be when a part-time employee is specifically informed that he **or she** is replacing an employee for vacation purposes, leave of absence, illness or injury, or workers compensation for a period not exceeding six (6) calendar months.

# 10

## **SECTION 10 JOB ROTATION WITHIN CATEGORIES**

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

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agrees to consult with the affected employees to determine job rotation based on the principle that there is no job ownership. The length of time or duration shall be determined by the Job Rotation Committee, consistent with the objectives of the rotation system.

The Company agrees to form a job rotation committee composed of four (4) employees designated by the Union, one of whom may be a full-time Union Representative, and four (4) company representatives designated by management.

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

Said committee shall meet not less frequently than once per calendar month for the timeframe required to get the rotation fully defined and implemented. The frequency of meetings would then be revised accordingly to ensure the job rotation system is working effectively. The Union President and Secretary-Treasurer agree to get involved with the Plant Manager and Senior Manager of Human Resources on any issues in which the Committee cannot resolve.

## SECTION 11 GENERAL HOLIDAYS

11.01 (a) The Company agrees to pay all regular employees eight (8) hours at their regular rate of pay for eleven (11) paid **General Holidays**, namely:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

and any other days declared by the Federal or Provincial Government. For employees working **ten (10)** or **twelve (12)** hour shifts or those working regular overtime, it will be their average length of shift in the last four (4) week period.

(b) The General Holidays indicated in 11.01 (a) above shall be observed during the life of this collective agreement on the following dates:

Holiday	2015	2016	2017	2018	2019
New Year's Day	Jan 1 (Thurs)	Jan 1 (Fri)	Jan 2 (Mon)	Jan 1 (Mon)	Jan 1 (Tues)
Louis Riel Day	Feb 16	Feb 15	Feb 20	Feb 19	Feb 18
Good Friday	Apr 3	Mar 25	Apr 14	Mar 30	Apr 19
Victoria Day	May 18	May 23	May 22	May 21	May 20
Canada Day	Jul 1 (Wed)	Jul 1 (Fri)	Jul 3 (Mon)	Jul 2 (Mon)	Jul 1 (Mon)
Civic Day	Aug 3	Aug 1	Aug 7	Aug 6	Aug 5
Labour Day	Sep 7	Sep 5	Sep 4	Sep 3	Sep 2
Thanksgiving	Oct 12	Oct 10	Oct 9	Oct 8	Oct 14
Remembrance Day	Nov 11 (Wed)	Nov 11 (Fri)	Nov 11 (Sat)	Nov 11 (Sun)	Nov 11 (Mon)
Christmas Day	Dec 25	Dec 25	Dec 25	Dec 25	Dec 25
Boxing Day	Dec 28 (Mon)	Dec 26	Dec 26	Dec 26	Dec 26

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In regards to the Christmas Day /Boxing Day days off, the following will apply: There will be an extra day off without pay as follows:

Kill floor may get an extra day off before the holidays and Cut floor may get an extra day off after the holidays. Employees will be allowed to take banked overtime for this day.

If a **General Holiday** does not fall on a work day within the scheduled work week of an employee, he or she shall, at the discretion of the employee, receive either an additional eight (8) hours pay or another day off with pay, within thirty (30) calendar days, or a day mutually agreed upon between management and the employee, in addition to all hours worked and paid in the week of the **General Holiday**, providing the employee qualifies as per Article 11.04.

11.02 In order for a full-time or part-time employee to receive pay for a General Holiday, he **or she** must not have been voluntarily absent from work on the scheduled work day prior to or following such holiday except for illness supported by medical documentation.

Any employee on leave of absence granted by the Company, at the request of the employee, shall not qualify for a General Holiday with pay if he **or she** is absent on both his **or her** last scheduled work day prior to, and his **or her** first scheduled work day following **the leave of absence that the General Holiday falls within. Calculation of the General Holiday pay for a person on an approved leave**

**will be in accordance with method outlined in Section 11.04 below.**

Any employee receiving a payment for a General Holiday under Weekly Indemnity benefits or Workers Compensation, or sick days, or who has been laid off, shall not be entitled to General Holiday pay.

11.03 Eligible full-time employees shall suffer no reduction in their pay for a General Holiday as set out in 11.01 above, and shall be paid as indicated in 5.03 and 5.04 of this agreement.

11.04 When a General Holidays falls on a regular scheduled day, eligible part-time employees shall be compensated for general holidays based on their average hours worked during the last four (4) weeks.

If the Holiday falls on a non-working day, eligible part-time employees shall receive five (5%) percent of the employee's total wage, excluding overtime, for the four (4) week period immediately preceding the Holiday.

## 12

### **SECTION 12 WAGES**

12.01 The minimum hourly rates of wages for all employees coming under this Agreement shall be as set out in Appendix "B" of this Agreement. The rates of pay provided in Appendix "B" are minimum rates and apply to the job classifications. The Company



reserves the right to pay employees within a job classification higher than the classification rate.

12.02 **Injury at Work**

An employee injured while working in the plant shall suffer no loss of earnings for the hours he or she would have normally worked but were lost on the day in which the accident occurred. **The injured employee will be paid eight (8), ten (10) or twelve (12) hours – depending on their normal shift duration - at the classification rate they were performing on the day they were injured.** Employees will be required to provide written confirmation from the attending physician of treatment and inability to return to the workplace for the balance of the shift if requested by management.

## **SECTION 13 PREMIUM PAYS**

# **13**

13.01 **Lead Hand Premium**

An employee designated as a lead hand by management shall be paid seventy-five (75¢) cents per hour for all hours worked as lead hand. There will be one lead hand on each shift in departments greater than twenty-five (25) employees.

13.02 **Corporate Trainer**

An employee designated as a Corporate Trainer by Management shall be paid an additional

fifty (50¢) cents per hour for all hours worked as a Corporate Trainer. In order to qualify an employee must have the ability to do all the jobs. **All Corporate Trainer positions will be posted to allow interested employees to apply, but the position will be designated by Management.**

**This premium will also apply to employees assigned to provide dedicated training as determined by the Company. Such training opportunities will be offered to senior qualified employees on the shift and in the department.**

13.03      **Off-Shift Premium**

Off-Shift shall be defined as a shift where the majority of an employee's scheduled hours fall between 3:00 p.m. and 7:00 a.m. The Company agrees to pay any employee working the Off Shift **fifty-five (55¢) cents** per hour in addition to the employee's regular hourly rate of pay, for all hours worked.

# 14

## **SECTION 14 VACATIONS WITH PAY**

14.01      Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set forth below, are that they not have missed more than thirty (30) days during a continuous twelve (12) month period, but time for absence from work not to include:

- (1) the period of vacation;
- (2) time during which the employee has been authorized by the Company to be absent from work (including union leave);
- (3) time during which the employee has been on WCB or short term disability;

Where a full-time employee does not qualify for vacation with pay as outlined above he **or she** shall receive vacation pay calculated at two (2%) percent of his **or her** total wages earned for each week of vacation entitlement, for which no vacation allowance has been paid.

14.02 Full-time employees with less than one (1) year's full-time seniority by April 1<sup>st</sup> will receive an amount equal to four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid, up to April 1<sup>st</sup>. Such employee(s) shall be allowed time off for vacation purposes, without pay, up to two (2) consecutive weeks outside the period of April 1<sup>st</sup> to September 30<sup>th</sup>, inclusive, unless otherwise mutually agreed to between the employee and the Company.

14.03 Vacation entitlement for full-time employees based on years of full-time seniority, except as defined in 14.19 below, will be as follows (with the exception of part-time employees going to full-time who shall be credited with one year of seniority for vacation purposes only, equalling 2000 hours worked or paid):

one (1) or more years by April 1<sup>st</sup> - two (2) weeks' vacation with pay;  
five (5) or more years by April 1<sup>st</sup> - three (3) weeks' vacation with pay;  
ten (10) or more years by April 1<sup>st</sup> - four (4) weeks' vacation with pay;  
**nineteen (19) or more years by April 1<sup>st</sup> – five (5) weeks' vacation with pay.**

14.04 Employees with five (5) years of employment in the past ten (10) years, upon completion of one (1) year of full-time seniority from their most recent full-time employment date, shall be entitled to three (3) weeks' vacation with pay.

14.05 If full-time employees so request, they shall be granted their vacation consecutively, up to a maximum of three (3) weeks' vacation with pay **(four (4) weeks consecutively for employees who are entitled to five (5) weeks of vacation per year)** during the months of April 1<sup>st</sup> to September 30<sup>th</sup>, except as indicated in 14.06 and 14.07, or unless otherwise mutually agreed to between the employee and the Company.

**Employees with more than two (2) weeks' vacation may elect to withhold booking one (1) week of their vacation entitlement and then request those vacation days in single days throughout the vacation year. These days must be pre-approved by the Company and will be subject to the demands of the business and the availability**

**on the vacation schedule or if the Company is able to accommodate the request. One (1) day vacation requests will be approved on a first come, first serve basis. Vacation taken in less than a one (1) week block will not be subject to Section 14.18 and pre-payment will not be provided. Partial vacation will be paid out the end of the vacation year.**

14.06 Full-time employees entitled to four (4) weeks' vacation with pay shall be granted said vacations consecutively, except during the months of June, July, August, September and December, unless otherwise mutually agreed to between the employee and the Company.

14.07 The vacation period shall be from April 1 to March 31, for all employees, unless otherwise mutually agreed between the employee and the Company.

14.08 **Vacation Scheduling**

Vacations may be granted at any time throughout the calendar year, subject to the demands of the business and up to a maximum of ten (10%) percent of the employees in any department will be allowed vacation at the same time.

Beginning January 1<sup>st</sup> of each year, in each department, the Company through its working supervisor, shall ask each employee in each department

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their vacation preference for the first, second and third week of vacation entitlement, in order of seniority. Employees will also indicate their preference for any remaining weeks of vacation entitlement, one **(1)** week at a time, in order of seniority.

When qualifying employees request their vacation entitlement they can request their entire entitlement at one **(1)** time, for example: request all weeks in one **(1)** initial vacation “pick” subject to Sections 14.05 and 14.06. In the event that the Company receives vacation requests which, if granted, would exceed the **ten (10%) percent maximum and the Company is not able to be accommodate all of the requests** of the employees in the department, seniority shall govern. Preference will be given to the senior employees’ vacation requests until the **maximum ten (10%) percent** is met in the department.

This process shall be completed no later than March 1<sup>st</sup> of that year. The working supervisor and the Company, consistent with the above and the seniority provisions of the collective bargaining agreement, shall then post the approved vacation schedule no later than April 1<sup>st</sup> and it shall remain posted. **The employee will also receive a written confirmation of their approved or denied vacation period from their supervisor.** Said approved vacation schedule shall not be changed unless mutually agreed between the employee and the Company. **The posted vacation schedule will be updated once per month to show any changes or additional vacation time that has been approved.** The Company will make a sincere effort to grant vacation time as requested by the employee. **Vacations requested after the vacation**

**selection process has been completed will be dealt with on a first-come first-to-be-accommodated basis. Employees making a vacation request outside of the vacation selection process will provide their supervisor with a written request and will receive a written confirmation or denial back from the supervisor.**

In calculating the **ten (10%) percent**, the number will be rounded up. If there are four **(4)** employees in a department, a **minimum of one (1)** employee would be allowed to go on vacation at a time.

**At the discretion of the Company, there may be circumstances which allow the ten (10%) percent to be exceeded.**

14.09 When a General Holiday occurs during a full-time employee's vacation period, an extra day's vacation shall be granted if the holiday is one which the employee would have received had he **or she** been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra eight-hour day's pay shall be given in lieu of an extra day's vacation.

14.10 A full-time employee's approved scheduled vacation dates will not be changed by the Company without two **(2)** weeks' prior notice and in no event will they be changed if the employee produces evidence of a financial commitment for vacation purposes which cannot be refunded.

14.11 If a full-time employee is ordered by a physician to be confined to his **or her** home or in the hospital due to serious illness (not to include day surgery) or injury while on vacation, the employee may request that the balance of his **or her** vacation be rescheduled following the employee's return to work but at a time outside the vacation period from April 1 to September 30.

14.12 Full-time vacation entitlement must be taken from April 1<sup>st</sup> to March 31<sup>st</sup> to coincide with the eligibility date of April 1<sup>st</sup>, unless by mutual agreement.

Employees will be allowed to carry over up to two (2) weeks of unused vacation **time and pay** from year to year.

14.13 Full-time employees who work less than one (1) year and whose employment is terminated, shall receive vacation pay calculated at four (4%) percent of their total wages earned for the period of time for which they have not received any vacation pay.

### **Part-time**

14.14 Part-time employees will receive vacation pay allowance based on their previous year's total wages earned January 1<sup>st</sup> to December 31<sup>st</sup>, and same shall be paid during the month of April of each year. Entitlement will be based on years of seniority with the Company to December 31<sup>st</sup> of each year as outlined below:



less than five (5) years	- 4%
five (5) years but less than ten (10) years	- 6%
ten (10) years <b>but less than nineteen (19) years</b>	- 8%
<b>nineteen (19) years and more</b>	<b>- 10%</b>

14.15 Employees with five (5) or more years of employment in the last ten (10) years shall receive six (6%) percent of their total wages earned for the vacation period for which they have not received any vacation pay.

14.16 Upon written request of the employee, the Company agrees to grant time off for vacation purposes without pay, based on the full-time employees' schedule for the vacation entitlement for number of weeks entitlement only. Three (3) consecutive weeks shall be granted during the months of April, May, June, July, August, or September, the balance to be granted by the Company in any other month, unless otherwise mutually agreed to between the Company and the employee.

### **General**

14.17 The words “total wages earned”, wherever stated in this Section, shall be defined in *The Employment Standards Code* of the Province of Manitoba.

14.18 Provided an employee gives two weeks’ notice the company agrees to pay employees their vacation pay in advance.

14.19 The Company reserves the right to determine the vacation period for each employee, subject to the seniority provisions of this Agreement.

14.20 For the purpose of vacation entitlement in Section 14, years of seniority as indicated above shall not include periods of time when an employee has been laid off.

# 15

## **SECTION 15 MANAGEMENT'S RIGHTS AND FUNCTIONS**

15.01 The management of the Company and the direction of the working force, including the right to plan, direct and control plant operations, to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations; to hire; lay off or assign employees' working hours; promote; demote, discipline, suspend or discharge employees for just cause, are to be the sole right and function of the management.

15.02 The Company shall be the sole judge as to the products to be handled in its plant.

15.03 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

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

## **SECTION 16 HEALTH AND SAFETY**

**16**

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

### **16.02 Health and Safety Committee**

The Company and the Union agree to set up a Safety Committee of sixteen (16) members with equal representation from both parties. The functions of this committee are to see that safe working conditions for all employees are maintained. Meetings of the Safety Committee shall be held monthly during regular working hours.

Whenever possible, such meetings will be held in the third week of each month. Upon management approval all time spent investigating health and safety issues and attending health and safety meetings shall be paid time.

The Company agrees to grant sufficient time off for the Committee/Chairperson to perform their duties.

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16.03 The Company agrees to **provide up to two (2) normal working days off (one (1) paid by the Company and one (1) paid by the Union)** per person per year for all Safety Captains and up to **three (3) normal working days off (two (2) paid by the Company and one (1) paid by the Union)** per person per year for members of the Safety Committee to attend seminars, courses, or conferences related to health and safety. The time and scheduling for this time off is to be mutually agreed upon between the Company and the Union.

16.04 No employee shall be sent from one extreme working condition to another in the same day, such as from a killing floor to a freezer or cooler without a minimum of ten (10) minutes as a cooling off period.

16.05 First aid shall be available for workers on all shifts. **Names of all employees that have successfully completed training through the Company or Union program to perform first aid will be posted on the bulletin boards and all trained employees will wear a permanent sticker on their helmet to be identified in the event of an emergency.**

16.06 **Right to Refuse Dangerous Work**

In situations where an employee has reasonable grounds to believe and does believe

that the particular work is dangerous to his or her safety or health the employee shall first report his or her concerns to his or her immediate supervisor. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous to his or her safety or health, the Company, the Worker Co-Chair of the Joint Health & Safety Committee and the employee must conduct an investigation into the situation. If the condition is not corrected after the inspection, the employee shall be entitled to refuse to perform that particular work until such time that a person from the appropriate government agency has come to the Company's operation to inspect the particular work firsthand. During this time period the employee may be assigned to alternative duties that may be available within the plant. Payment for the above noted time period will not be made if the employee refuses to perform alternative duties.

16.07 Protective devices and other equipment not indicated in 16.08 deemed necessary to properly protect employees from injury shall be provided by the Company. Protective devices and equipment provided by the Company will be in good condition and in the proper size, provided a supplier of the proper size is available. **In the event that an employee raises a bona fide concern to management regarding the size or working condition of any equipment or protective devices, the Health and Safety committee will investigate the concern and take action necessary to ensure that the equipment or**

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protective devices are properly sized and in good working order. Such concerns will be addressed at the next meeting of the Health and Safety Committee and findings will be reported to the employee who raised the concern within four (4) weeks of the date the Health and Safety Committee meeting where the issue was raised.

16.08     **Protective Clothing / Equipment Provided by the Company**

Laundered cooler coats, pants (shirts as required), aprons, rubber footwear, wetwear, “mousetraps”, knives, steels, scabbards, safety head gear, coveralls, mesh gloves, rubber gloves, hair nets, balaclavas, beard nets, cotton gloves, **winter bib coveralls, winter mitts** and freezer/**winter jackets** shall be provided by the Company, and replacements shall be supplied as authorized by Supervision as needed. The supply of equipment or replacement of equipment as indicated above shall be at no cost to the employee(s).

Protective clothing and/or equipment provided by the Company will be in good condition and in the proper size, provided a supplier of the proper size is available. If the proper size is not available, then they will be altered to fit for those employees agreed to by the health and safety committee. All safety equipment will be of good quality.

Employees who intentionally damage protective clothing and/or equipment provided by the Company will be responsible for the cost of repair or replacement of same. Replacement of freezer jackets,

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knives and safety equipment shall be provided on a 1-for-1 exchange basis at the discretion of the Supervisor.

16.09      **Tools**

**Trades** employees must supply their own tools. The Company agrees to give each employee required to use their own tools a tool allowance of **three hundred (\$300.00)** dollars every six (6) months, based on their date of hire.

16.10      **Knife Sharpening**

If the Company does not designate an employee to be a knife sharpener on a shift, the Company agrees to provide sufficient time off, with pay, during the shift for knife sharpening purposes.

16.11      **Safety Boots**

The Company reserves the right to determine footwear suitable for areas within the Plant based upon safety, durability and quality requirements. This footwear must remain on company premises to maintain quality and food safety standards. Employees are expected to maintain footwear in good condition.

The Company will provide each employee with a pair of quality safety boots or safety rubber boots free of charge each year and each year thereafter on their anniversary date, and earlier due to wear and tear with approval of the Supervisor.

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Probationary employees who are issued company-supplied footwear will not be eligible for reimbursement for six (6) months.

Employees working in the freezer will be provided with winter boots and replacement liners as needed.

Employees working in the rails, shipping/receiving departments or employees working outside will be provided with winter boots and replacement liners as needed during the months of October 1<sup>st</sup> - April 30<sup>th</sup>. Replacement of winter boots and replacement liners shall be provided on a 1-for-1 exchange basis and at the discretion of the supervisor.

**Employees required by the Company to wear both rubber boots and regular boots in the course of their assigned work will be provided with both types of boots.**

Employees shall, at their option, be entitled to purchase their own CSA approved safety boots or safety rubber boots, and the Company shall reimburse the cost upon proof of purchase up to a maximum of **one hundred and seventy-five (\$175)** dollars once every calendar year.

16.12      **Health and Safety Cooperation/Reduction of Accidents & Injuries / Ergonomics**

The Company and the Union agree to cooperate with the Joint Health & Safety Committee to identify and keep track of injuries occurring in the plant with a view to jointly working towards



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the elimination of all accidents in the workplace. In order to accomplish and work toward this goal, the company agrees to give copies of all accident reports, describing the nature of the injury and the name of the person, date, time, place, etc.

This information shall be given monthly to the Health & Safety Committee, who shall be provided a mutually agreeable time between the Company and the Health & Safety Committee during working hours for the purpose of further investigation or discussion with injured employees, or observe working conditions, and bring the result of their investigation, if warranted, back to Management, with recommendation for proposed changes.

The Company agrees to consider these proposed changes and bring in their experts as required to meet with the Plant Health & Safety Committee to assist in eliminating accidents, proposing ergonomic changes, which the Company may implement.

The Committee, at all times, will encourage employees to work in a safe and productive manner.

### 16.13 **Ergonomics**

The Ergonomics Committee will address ergonomics issues at the plant. The committee will be composed of a minimum of three (3) members designated by the Union, one (1) of whom may be a full-time Union Representative, and three (3) from the Company. The purpose of the ergonomics committee is to promote greater productivity, safety on the

job, job satisfaction, and to reduce repetitive strain injuries. The committee will recognize, identify and analyze work practices and processes, **including line speeds and benchmarks for line speeds**, and will make the necessary recommendations to management to act upon, which will ultimately reduce repetitive types of strain injuries. **Any Joint Health and Safety Committee member may request an ergonomic review of a workstation.**

## 17

### **SECTION 17 STRIKES AND LOCKOUTS**

17.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

## 18

### **SECTION 18 UNION REPRESENTATIVE'S VISITS TO PLANT**

18.01 Duly authorized full-time Representatives of the Union shall be entitled to visit the plant for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

When entering the plant and before visiting the plant, the Union Representative shall contact the management representative and advise that they

intend to visit the plant and shall follow all Safety and Quality requirements.

18.02 The interview of an employee by a Union Representative shall be permitted after notifying the Supervisor, and shall be:

- (1) carried on in a place in the plant designated by management;
- (2) held whenever possible during the meal period. However, if this is not practical,
- (3) during regular working hours. Time taken for such interview in excess of fifteen (15) minutes shall not be on Company time unless with the approval of management.

18.03 The Company agrees to co-operate with the Union Representatives in the discharge of their duties and provide them with the necessary information as it relates to the collective bargaining agreement.

## **SECTION 19 LEAVES OF ABSENCE**

# 19

19.01 Shop Stewards, as set out in Section 25, shall be granted time off without pay to attend Union business, up to **six (6)** days per year, providing the Company is given two (2) weeks prior notice of such request. The **six (6)** day limit will not apply to the Chief Steward, Assistant Chief Stewards, **Health and Safety Co-Chair** or members elected to the Executive

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Board, who shall be granted the time necessary to perform their duties with the Union. **Time off to attend negotiations shall not be counted towards any of these limits.**

19.02 Any employee with one (1) year or more seniority may request a leave of absence of up to two (2) weeks without pay, once every two (2) **calendar** years. Employees must first apply any unused vacation time towards any leaves of absence. The request shall be made in writing, giving full details, and same shall be considered by management on an individual basis, taking into account the reason for the request and their ability to accommodate the request based on operational requirements. Such requests are to be presented two (2) weeks in advance of the request. The granting of such requests shall not be unreasonably withheld by the Company. Such leaves will be lower in priority to vacation requests and subject to Section 14.08. **Leaves of absences can be taken in conjunction with vacation time.**

If an employee uses the above noted leave to work for another employer without disclosing this to the Company they shall have been deemed to have resigned.

19.03 Upon thirty (30) days prior notice in writing from the Union, the Company agrees to grant a leave of absence of up to one (1) 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, except that

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seniority shall continue to accumulate to a maximum of one calendar year. The Union agrees to notify the Company at least two (2) weeks in advance of the employee's return to work for the Company.

19.04      **Maternity/Parental Leave**

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

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

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

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## **Parental Leave**

### **(1) Entitlements**

Every employee

- (a) who,
  - (i) in the case of a female employee, becomes the natural mother of a child,
  - (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
  - (iii) adopts a child under the law of a province; and
  - (iv) has been employed by the Company for seven (7) consecutive months or longer
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;  
is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks.

### **(2) Commencement of Leave**

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee will decide when his or her parental leave is to commence.

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(3) **Late Application for Parental Leave**

When an application for parental leave under 19.04 1(a) above is not made in accordance with 19.04 1(b), the employee is nonetheless entitled to, and upon application to the Company shall be granted, parental leave under this article for the full thirty-seven (37) week leave period.

(4) **Reinstatement of Employee**

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

(5) **E.I. Benefits**

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

(6) Seniority shall accrue during a parental leave of absence and benefits accumulated prior to said leave shall be maintained.

(7) Benefits provided for in this article are in addition to any and all maternity leave benefits that are available to an employee.

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- (8) If *the Employment Standards Code* changes in the Province of Manitoba to allow for time off for maternity/parental leave, the Company agrees to abide by the new regulations.

19.05      **Personal Leave (1 - 4 days)**

The Company will consider granting a personal leave without pay (up to 4 days) to employees where required. The request will be made in writing as far as in advance as possible. The consideration of such request will be subject to the reason for their request, frequency of the request, and the ability to accommodate the request based on operational requirements, but will not be unreasonably denied. Any time taken off for personal leave will be considered an authorized absence and will not affect an employee's attendance bonus.

19.06      **Jury Duty**

Full-time employees, and part-time employees averaging twenty (20) hours or more per week in the four (4) preceding weeks, summoned to jury duty/**selection**, shall be paid wages amounting to the difference between the amount paid them for jury duty/**selection** and the amount they would have earned had they worked on such days to the maximum of eight (8) hours per day or forty (40) hours per week. **The amount of pay will be determined by averaging the employees hours worked or paid in the four (4) preceding weeks.** This does not apply if the employee is excused from jury duty/**selection**



for the rest of the day or days and fails to report back to work, or if jury duty/**selection** occurs on the employee's scheduled day off.

19.07      **Witness Fees**

Employees required to appear in Court as a witness on behalf of the Company or the Crown will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days to a maximum of eight (8) hours per day and forty (40) hours per week.

Employees appearing as a witness on behalf of the Company on their day off will be paid a minimum of four (4) hours or the amount they would have earned had they worked on such day, as above. This compensation shall be paid at the employee's straight time hourly rate and shall not be considered as payment for time worked.

19.08      **Bereavement Pay**

- (a) All employees shall be granted time off from work, with pay, to a maximum of three (3) consecutive scheduled work days, in the event of death in the immediate family. The term "immediate family" shall mean spouse or common law spouse, parent or stepparent, child or stepchild, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.

- (b) Bereavement leave shall be extended by up to two (2) additional working days without pay, concurrent with the leave, as may be necessitated by reason of travel to attend the funeral, when the funeral is held more than five hundred (500) kilometres (one way) from the employee's place of residence. Additional days off without pay for other reasons may be granted by mutual agreement between the Company and the employee concerned.
- (c) All employees shall be granted time off work, with pay, to a maximum of one (1) day in the event of death of a grandparent-in-law, aunt or uncle, **niece or nephew**.
- (d) If a bereavement leave occurs during an employee's vacation, that portion of their vacation time shall be rescheduled upon their return to work at a time agreed upon between the employee and their immediate Supervisor.
- (e) Proof of death may be requested by the Company. (Acceptable proof will include death certificate, newspaper notice, memorial card or letter from a local clergy.)

#### 19.09     **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's immediate family (as defined in the *Manitoba Employment Standards Code*), an employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed three (3) days of unpaid leave in total per calendar

year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing family member. The Company will be given as much notice as possible in such events. If an employee takes any part of a day as leave under this section, the Company will count that day as a day of leave for the purpose of this section. Any time off taken for family responsibility leave will be considered an authorized absence and will not affect an employee's attendance bonus.

19.10      **Compassionate Leave**

The Company agrees to grant time off consistent with the compassionate leave provisions of the *Manitoba Employment Standards Code*.

19.11      **Citizenship Leave**

**Employees who have applied to become a Canadian Citizen will be granted a one (1) day unpaid leave to take their oath of citizenship.**

**SECTION 20  
HEALTH AND WELFARE**

**20**

20.01      Health and Welfare benefits shall be as contained in Appendix A to this agreement.

## SECTION 21 DISCIPLINE

21.01 When an employee in the bargaining unit is subjected to a disciplinary interview (where the Company intends to discipline the employee, such as to be given a written reprimand, suspension, or discharge), said employee shall have a Shop Steward present, or, in the absence of a Shop Steward, an employee from his **or her** department, in the bargaining unit, of the employee's own choice. Should an interpreter be required, another employee capable of interpreting the applicable language shall also attend this interview. The interpreter will be in addition to those mentioned above only if a Union Steward is unable to provide the interpretation required. It is expected that those mentioned (with the conditional provision of the interpreter based on need) will be in attendance from the start of the interview. **All discipline meetings will be held in private within fifteen (15) working days of the incident giving rise to the discipline, ten (10) working days in the event that the disciplinary meeting is a discharge. Extensions to these time limits shall be by mutual agreement only.**

21.02 The employee will be given a copy of such discipline which is to be entered on the employee's personnel file. A copy of the discipline will be faxed to the Union office. If a Shop Steward or member is not present as required, or a copy of disciplinary notice is not faxed to the Union office, the resulting

discipline shall not be valid and may not be utilized by the Company. Representation shall not be required in the case of probationary employees or in the event of a suspension pending investigation where no disciplinary interview is held.

21.03 In unusual circumstances, where it is necessary for the Company to advise an employee by mail of discharge, the Company will fax a copy of the discipline to the Union office.

**21.04 When an employee's wage is reduced for any reason other than through the job posting process outlined in Section 9, a Shop Steward or Union Representative will be present at any meeting to discuss this issue.**

21.05 **Removal of Disciplinary References**

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

## SECTION 22 ADJUSTMENT OF GRIEVANCES

22.01 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

### 22.02 Information

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Company agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his **or her** proper rate of pay.

22.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the Company shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the Grievance Procedure shall apply.

22.04 The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

22.05 Any employee, the Union or the Company may present a grievance. Any grievance which is not

presented within fifteen (15) working days following the event giving rise to such grievance, or within ten (10) working days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party. In regards to a disciplinary grievance, “the event giving rise” will be the date the Union receives notification by fax as per Article 21.02.

22.06 All grievances shall be submitted in writing.

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

- (1) by a discussion between the employee and the Union Representative, or the employee's immediate superior.
  - (a) When an employee takes a grievance to the Union Representative, Step One of the Grievance Procedure shall be considered complied with, providing the Union Representative files the grievance in writing with the Plant Manager or his **or her** designate. The Human Resources Manager or his **or her** designate shall reply to the grievance in writing within five (5) calendar days to the Union. After five (5) calendar days, the Union Representative may proceed to Step Two.
  - (b) If an employee takes a grievance to his **or her** immediate superior and a

satisfactory settlement has not been reached within five (5) calendar days, then:

- (2) The Union Representative or his **or her** designate may take the matter up with the Company Official designated by the Company to handle labour relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

22.08 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Section 23.

## 23

### **SECTION 23 SELECTION OF AN ARBITRATOR**

23.01 After one of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in section 23.02.

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



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this collective bargaining agreement, the parties may mutually agree to a list of mediators other than the mediators provided from the Province of Manitoba Conciliation Services.

23.02 A grievance shall be referred to the single Arbitrator as indicated below according to the date of the grievance to the following panel of individuals:

- (1) Blair Graham
- (2) Arne Peltz
- (3) Michael Werier
- (4) Diane Jones
- (5) Gavin Wood

commencing with the name following the name of the last Arbitrator, and commencing again at the beginning of the panel after coming to the end of the panel. For the purpose of such allocation a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If in any case the Arbitrator allotted is unwilling or unable to act, the individual whose name follows his **or hers** in the panel shall be submitted as the Arbitrator.

23.03 Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty calendar day or ninety calendar day requirement, or in the event that none of the six arbitrators listed above are available to meet within the 30 calendar day requirement or 90

calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the 30-calendar day requirement, or 90-calendar day requirement, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to him or her other than suspensions or terminations.

23.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he **or she** deems essential to a full understanding and determination of the issues involved. In reaching his or her decision, the Arbitrator shall be governed by the provisions of this Agreement.

23.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Company's action, or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way it deems advisable.

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

23.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in Section 23.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

23.08 It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of Section 22 of this Agreement.

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

## **SECTION 24 BULLETIN BOARDS**

# **24**

24.01 The Company agrees that during the term of this Agreement, it will allow the Union to install its own Union bulletin boards **including Training Centre bulletin boards** in locations throughout the plant as mutually agreed between

the Company and the Union. The purpose shall be to post notices directly related to the employees and any notice other than routine notices must first receive approval of management.

# 25

## **SECTION 25 COMPANY AND UNION CO-OPERATION - SHOP STEWARDS**

25.01 The Company recognizes the right of the Union to appoint one (1) Chief Shop Steward. The Company recognizes the right of the Union to appoint one (1) Assistant Chief Shop Steward per shift.

The Union will have the right to appoint one (1) additional Shop Steward for each shift, within a department, where there are more than fifty (50) people. The Union will have the right to appoint one (1) additional Shop Steward per shift from each ethnic community represented by more than one hundred (100) people, if there is no Steward from that ethnic community on that shift.

25.02 The Union shall inform the Company, in writing, of the names of their Shop Stewards or any changes.

### 25.03 **Introduction of Steward**

The Supervisor, Corporate Trainer or Company-designated employee shall introduce new employees to the Union Steward in the Department.

**25.04 In the event of a discrepancy involving an employee's medical notes, WCB issues, Functional Abilities Evaluations (FAE), workplace accommodations, and return to work programs, upon request, the employee shall have a Union Representative or a Shop Steward present or, in the absence of a Union Representative or Shop Steward, an employee from his/her department, in the bargaining unit of the employee's own choice. Should an interpreter be required, another employee capable of interpreting the applicable language shall also attend the meeting. The interpreter will be in addition to those mentioned above only if a Union Steward is unable to provide the interpretation required. It is expected that those mentioned (with the conditional provision of the interpreter based on need) will be in attendance from the start of the interview.**

**25.05 Grievance Investigation**

The Union Chief Shop Steward, or in his or her absence the Assistant Chief Shop Steward, shall be allowed time off, with pay, during regular working hours, for the purpose of investigating any grievances. The Chief Shop Steward, or Assistant Chief Shop Steward, requesting time off the job to investigate grievances must make their request through their working supervisor and Human Resources Representative. Within one (1) hour of such request the Steward will be released providing the efficiency of the operation will not be affected.

## 25.06 Orientation

The Company shall allow the full-time union representative, or his/**her** designate, reasonable time (minimum of (60) minutes **for domestic recruitment, two (2) hours in the event of foreign recruitment**) during the new employee orientation to explain their rights and obligations.

**25.07 The Chief Steward will be provided with a phone by the Union to be used within reason during working hours.**

# 26

## **SECTION 26 RELIEVING RATES**

26.01 Any employee who is temporarily assigned to work in a higher paying classification or category shall receive the higher rate of pay for all time so employed, unless an employee works four (4) hours or more in which event they will be paid for the entire shift.

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

## 26.03 Lead Hand / Corporate Trainer

Employees assigned to relieve a Lead Hand / Corporate Trainer for one (1) day or more shall

receive the appropriate premium in addition to their hourly rate of pay.

## **SECTION 27 PAY PERIOD—DIRECT DEPOSIT**

**27**

27.01 The Company agrees to a weekly pay period for all employees covered in the bargaining unit. The Company shall pay by direct deposit to the employee's account in a financial institution of the employee's own choice. The Company shall give a pay stub breakdown of said weekly payment to the employees at the plant or by mail in the event the employee is not at work.

### **27.02 Payroll Errors**

**Pay stubs will be provided to all employees in the bargaining unit, by no later than midnight on Thursday of each week. In the event the Company makes an error on the employees' pay equivalent to four (4) hours of regular pay or more, upon request the Company will deposit the corrected amount to the employee's account within three (3) business days of the error being reported to the Supervisor. The Company will prepare a monthly report indicating any payroll errors that are in excess of the amounts or timeframes above to be reviewed by the Joint Labour Relation (JLR) Committee.**

# 28

## SECTION 28 MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832, EDUCATION AND TRAINING TRUST FUND

28.01 The Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund shall be as indicated in Appendix "C" of this Agreement.

# 29

## SECTION 29 LOCKERS

29.01 The Company agrees to provide separate lockers for all employees. **When larger size lockers become available, preference will be given to employees working in the Sanitation department, Shipping department, Freezer department, Maintenance department as well as to Shop Stewards and Health and Safety Captains.** In the event that space and/or zoning requirements restrict the Company from being able to accommodate, the Company will advise and work with the Union to determine suitable and reasonable arrangements.

29.02 It is understood between the parties that such lockers may only be entered in one of the two following circumstances:



- (1)(a) in the presence of the employee; or
  - (b) if requested by the employee, in the presence of a Shop Steward; or
  - (c) direct access for the specific purpose of locker cleaning, verification audit or condition inspection, by giving five working days notice to Union and employees via Plant posting, in the presence of a Shop Steward or Union Representative; or
  - (d) offsite discharge (e.g. AWOLs, Quits) in the presence of the Shop Steward.
- (2) in the presence of a Police Officer.

## **SECTION 30 APPENDICES**

**30**

30.01 All Appendices attached to this collective bargaining agreement shall be deemed to be part of the collective bargaining agreement between the parties.

## **SECTION 31 NO HARASSMENT / RESPECT AND DIGNITY**

**31**

**31.01 The Company agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.**

**The parties agree that allegations of inappropriate conduct, such as harassment and disrespectful treatment, may be grieved under Section 22. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Section 23. In the event that the arbitrator finds that a violation of this section has occurred, he or she will either mediate the dispute following the dispute resolution process below or refer the case to one (1) of the following mediators who will also use the process below:**

- 1) The matter will be referred to a mediator from the list below:  
John Korpesho  
Harvey Sectar**
- 2) If the matter is not resolved through direct mediation, the mediator will write a report outlining his or her view of the matter and make recommendations for a resolution.**
- 3) Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Company. Such action will be shared confidentially with the President of the Union.**

31.02 The Company and the Union each confirm their continued and long standing commitment that all management and non-management employees shall

be treated, and shall treat each other, with dignity, respect and fairness appropriate in the circumstances in their interactions in the workplace. The above shall in no way affect or be in conflict with any other provision of the Collective Agreement.

## **SECTION 32 JOINT LABOUR MANAGEMENT COMMITTEE**

**32**

32.01 The Company and the Union agree to establish a Joint Labour Management Committee (JLM) to address issues of concern to the Union and the Company. The meetings will be held quarterly.

32.02 The Committee will consist of representatives from the Company including the Senior Operating Manager of the plant, the Senior HR Manager, full-time Union Representative, the Chief Steward, and the Assistant Chief Stewards.

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

32.04 The parties will make their best efforts to address and resolve issues raised at the JLM meeting.

## SECTION 33 FOREIGN WORKER PROGRAM

### 33.01 Immigration Paperwork

The Company agrees to **provide administrative support to Foreign Workers with the completion of their Immigration paperwork**, including all appropriate work permit renewal applications and forms required for permanent residency.

### 33.02 Translation

The Company agrees to pay for the translation of the Collective Bargaining Agreement into any language that is the first language for 100 workers or more. The Company also agrees to translate the Employee Handbook into any language that is the first language for 100 workers or more. The parties will share 50/50 cost of any documents they agree need to be translated.

33.03 The Company agrees to provide translators whenever required by foreign workers.

### 33.04 Foreign Worker Terminations

In the event of the termination of a non-probationary foreign worker, the parties agree to an expedited arbitration hearing to take place within

six (6) weeks of the termination. The Company will continue to process all necessary paperwork required for the employee to remain in Brandon until such time as the arbitrator's award is received.

**33.05 Within sixty (60) days of ratification of this agreement, the parties will sign off on a list of mutually agreed translators to be used for oral translation in the plant.**

**33.06 Federal Immigration Regulations**

**The parties agree that all provisions related to Foreign Workers contained herein shall be in accordance with the Federal Immigration regulations. In the event that there is a conflict between these provisions and the Federal Immigration regulations, the parties will meet to modify the provisions of this Section to ensure that they are in compliance.**

**SECTION 34  
EXPIRATION AND RENEWAL**

**34**

**34.01 This Agreement shall be effective from date of Union ratification, and shall remain in effect until December 31, 2019, and shall be renewed thereafter at the request of either party, such request to be made not less than thirty (30) days or more**

than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter, when either party may give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof. On the expiry date of this Agreement, as indicated above, if negotiations have not been completed, the Company and the Union agree that this Agreement will be extended automatically until:

- (1) an Agreement is reached between the parties hereto;
- (2) a strike is declared by the Union by giving the Company seven (7) calendar days' notice in writing of its intention to declare a strike, or
- (3) a lockout is declared by the Company by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lockout.

34.02 All revisions desired by either party to this Agreement shall be submitted in writing within ten (10) days of the giving of such notice.

34.03 When the required notice of termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.


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

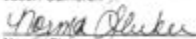
SIGNED THIS

DAY OF January, 2015.

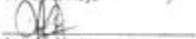
FOR THE UNION:

  
Elisa Alvarado

  
Jason Cameron

  
Norma Flaker

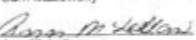
  
Catherine Huys

  
Jorge Johnson

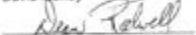
  
Kim Knox Powers


  
Luis Martinez Vozano

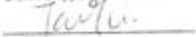
  
Sam Matkowsky

  
Ann McLellan

  
David Morley

  
Dean Rodwell

  
Glenn Skipper

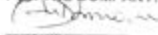
  
Tao Yu

  
Brenda Brown

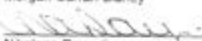
  
Beatrice Bruske


  
Jeff Traeger

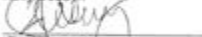
FOR THE COMPANY:

  
Luka Amona


  
Morgan Curran-Blaney

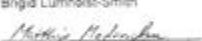
  
Nikolene Day


  
Kelly Robbyn

  
Ian Henry

  
Dan Lenton

  
Brigid Lumholz-Smith

  
Matthias Modersohn

  
Harry Wilson





## APPENDIX A

# A

### **HEALTH AND WELFARE DENTAL PLAN / PENSION PLAN**

#### A-1 UFCW/MAPLE LEAF FOODS INC. BENEFIT TRUST FUND

- (a) The Company and the Union agree to a UFCW/Maple Leaf Foods Inc. Benefit Trust Plan to provide health and welfare benefits as decided by the Board of Trustees from time to time.
- (b) The Board of Trustees shall be comprised of three (3) representatives appointed by the Company and three (3) representatives appointed by the Union. Said Trustees can be changed or removed by the parties appointing said Trustees in accordance with the Agreement and Declaration of Trust effective as of June 23<sup>rd</sup>, 2003.
- (c) The Company agrees to pay **the following schedule of contributions** for all hours worked or paid in the bargaining unit for the same hours paid for dental contributions. **Effective July 1, 2016 the Company agrees to pay twenty five (25¢) cents per hour, effective July 1, 2017 the Company agrees to pay thirty (30¢) cents per hour, effective July 1 2018 the Company agrees to pay thirty five (35¢) cents per hour and effective July 1, 2019 the Company agrees to pay forty (40¢) per hour.** Such contributions shall be forwarded to the

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Trust Fund within twenty-one (21) days following the Company's four or five week accounting period.

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

In the event that the Fund is determined to be in a deficit position, or a deficit position is likely to occur, the Company agrees to contribute, in addition to the forty (40¢) cents per hour indicated above, the sum of money necessary as determined by the Plan's actuary, to rectify the situation. Such additional contribution will not commence before January 1, **2015**.

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

## A-2      **MANITOBAFOOD&COMMERCIAL WORKERS DENTAL PLAN**

A-2.01      The Company agrees to make a direct contribution to the "Manitoba Food & Commercial Workers Dental Plan" of **thirty-three (33)** cents per hour, and in addition, if required to maintain the current fee schedule as determined by the Actuary of the plan, an additional one (1¢) cent per hour per year if required to maintain current benefits, for straight

time hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under the Vacations and General Holiday sections of this agreement, to the maximum of forty (40) hours per week and two thousand (2,000) hours per calendar year per employee in respect to all employees in the bargaining unit.

A-2.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

A-2.03 It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

### **A-3 PENSION PLAN**

A-3.01 **All** employees will be enrolled under a Maple Leaf Foods pension plan which provides:

- (a) Benefits equal to 42.5% percent of employee contributions plus one hundred and forty-four (\$144) dollars for each complete year of MLF plan seniority

- 
- (reduced for incomplete quarters).
- (b) Normal retirement age is 65 but:
    - i. Retirement from active employment at age 60 will be without any reduction in the normal form of pension.
    - ii. Retirement from active employment at age 55 or over but less than age 60 and your completed years of service plus completed years of age is equal to or greater than 85, you will be eligible for a modified early retirement reduction. Your pension will be reduced by  $\frac{1}{2}\%$  for each month that your retirement date is before age 60.
  - (c) Employee contributions of **two and a half (2.5%) percent** of regular earnings. Earnings means regular earnings from employment received by the Member from the company including statutory holidays and vacation pay for vacation time taken but excluding bonuses, overtime pay, benefits, premiums and commissions and any lump sum payments on termination of employment, retirement or death.

Employees will be subject to the plan waiting period.

### **Past Service**

Employees hired prior to January 1, 2010 who had previously participated in CCWIPP will be eligible for a past service benefit provided by the MLF pension plan. The past service benefit will be **fifty (50%) percent** of the pension based on a benefit level of

\$25.10 per month per year of service in CCWIPP prior to January 1, 2010, less the amount provided by CCWIPP as at December 31, 2009. This MLF benefit will be calculated on the same basis as the current CCWIPP benefit, ie. based on the number of hours reported and payable without reduction at age 65. (For clarification, this means that the benefit will cover **fifty (50%) percent** of the losses from the CCWIPP reduction.)

Employees will suffer no loss of pension benefit while on authorized leave paid by the union.

Employees who upon the date of ratification are sixty years of age or older and elect to retire prior to January 1, **2017**, will receive a lump sum retiring allowance of thirty-five hundred (\$3,500) dollars.

### **CCWIP Legacy Funding**

The Company agrees to make an annual contribution to a CCWIPP Legacy Fund, in the amount of \$200,000 per year, conditional on the following:

The funds will be used to stabilize the pensions of Maple Leaf employees, earned under CCWIPP based on the negotiated levels as at November 19, 2009.

Unless otherwise agreed by Maple Leaf Foods, Legacy funds will be allocated in the following order:

- (1) For the benefit of Brandon employees
- (2) For the benefit of Manitoba employees
- (3) For other MLF plants participating in CCWIPP (as long as the plant(s) remain operated by MLF)

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Allocation of Legacy Funds to specific plants or to specific groups of employees (ie. Pensioners, deferred vested or current employees) is subject to the explicit agreement of Maple Leaf Foods.

The annual contribution will remain in place until the pensions of MLF employees are stabilized or for a maximum of ten (10) years, whichever is first.

This agreement is not subject to re-negotiation during subsequent renewals of the Brandon agreement.

### **Allocation of Legacy Funds for Brandon Employees**

**Following ratification, the Trustees of the Employee Benefit Plan for Maple Leaf Foods Manitoba Employees will authorize payments to those on payroll who suffered a loss that has not already been made up under the Maple Leaf Pension Plan.**

**Employees with a commuted value as at July 1, 2014, of less than \$500 will receive full payment. All remaining employees will receive an initial payment representing 40% of the commuted value of their remaining loss. The balance of the commuted value to be paid will be authorized by the Trustees, dependent on the funding level of the Plan.**

#### **A-4      Doctor's Notes**

**In the event of an absence for medical reasons or non-work related injury, the employee**

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**will pay the cost of the initial doctor's note. The Company will be responsible to pay the cost of any other medical certificates, as well as any Functional Abilities Evaluations (FAE) or any other documentation it requires an employee to provide in relation to absence due to medical incapacity, graduated return to work or workplace accommodations.**

**B****APPENDIX B  
WAGES / CLASSIFICATIONS****B-1 RATES**

For employees hired on or before December 8, 2014:

<b>RATES</b>	<b>STEPS</b>	<b>TODAY</b>	<b>DOER</b>	<b>June 28 2015</b>	<b>June 26 2016</b>	<b>June 25 2017</b>	<b>June 24 2018</b>	<b>June 30 2019</b>
<b>General 1</b>	Start	\$12.40	\$13.50	\$13.80	\$14.10	\$14.40	\$14.75	\$15.10
	520 hrs	\$12.75	\$13.50	\$13.80	\$14.10	\$14.40	\$14.75	\$15.10
	2080 hrs	\$13.15	\$13.50	\$13.80	\$14.10	\$14.40	\$14.75	\$15.10
<b>General 2</b>	Start	\$12.90	\$13.60	\$13.90	\$14.20	\$14.50	\$14.85	\$15.20
	520 hrs	\$13.40	\$13.90	\$14.20	\$14.50	\$14.80	\$15.15	\$15.50
	2080 hrs	\$13.90	\$14.30	\$14.60	\$14.90	\$15.20	\$15.55	\$15.90
<b>Seam 1</b>	Start	\$14.35	\$14.35	\$14.75	\$15.20	\$15.65	\$16.10	\$16.55
	520 hrs	\$14.85	\$14.85	\$15.25	\$15.70	\$16.15	\$16.60	\$17.05
	2080 hrs	\$15.35	\$15.35	\$15.75	\$16.20	\$16.65	\$17.10	\$17.55
<b>Seam 2</b>	Start	\$15.30	\$15.30	\$15.70	\$16.15	\$16.65	\$17.15	\$17.65
	520 hrs	\$15.75	\$15.75	\$16.15	\$16.60	\$17.10	\$17.60	\$18.10
	2080 hrs	\$16.35	\$16.35	\$16.75	\$17.20	\$17.70	\$18.20	\$18.70
<b>Skilled 1</b>	Start	\$16.50	\$16.50	\$16.95	\$17.50	\$18.05	\$18.60	\$19.15
	520 hrs	\$17.00	\$17.00	\$17.45	\$18.00	\$18.65	\$19.10	\$19.65
	2080 hrs	\$17.55	\$17.55	\$18.00	\$18.55	\$19.10	\$19.65	\$20.20
<b>Skilled 2</b>	Start	\$17.55	\$17.55	\$18.00	\$18.55	\$19.10	\$19.65	\$20.20
	520 hrs	\$18.05	\$18.05	\$18.50	\$19.05	\$19.60	\$20.15	\$20.70
	2080 hrs	\$18.60	\$18.60	\$19.05	\$19.60	\$20.15	\$20.70	\$21.25



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Current employees who are accepted for a job posting will receive the next higher rate in the classification to which they post that gives them an increase, and they will be credited with all their class hours for the purpose of determining their wage rate.

## For employees hired after December 8, 2014:

RATES	STEPS	TODAY	DOR	June 28 2015	June 26 2016	June 25 2017	June 24 2018	June 30 2019
General 1	Start	\$12.40	\$13.50	\$13.80	\$14.10	\$14.40	\$14.75	\$15.10
	520 hrs	\$12.75	\$13.50	\$13.80	\$14.10	\$14.40	\$14.75	\$15.10
	2080 hrs	\$13.15	\$13.50	\$13.80	\$14.10	\$14.40	\$14.75	\$15.10
General 2	Start	\$12.90	\$13.60	\$13.90	\$14.20	\$14.50	\$14.85	\$15.20
	520 hrs	\$13.40	\$13.90	\$14.20	\$14.50	\$14.80	\$15.15	\$15.50
	2080 hrs	\$13.90	\$14.30	\$14.60	\$14.90	\$15.20	\$15.55	\$15.90
Semi 1	Start	\$14.35	\$14.35	\$14.75	\$15.20	\$15.65	\$16.10	\$16.55
	520 hrs	\$14.60	\$14.60	\$15.00	\$15.45	\$15.90	\$16.35	\$16.80
	2080 hrs	\$14.85	\$14.85	\$15.25	\$15.70	\$16.15	\$16.60	\$17.05
	3120 hrs	\$15.10	\$15.10	\$15.50	\$15.95	\$16.40	\$16.85	\$17.30
	4160 hrs	\$15.35	\$15.35	\$15.75	\$16.20	\$16.65	\$17.10	\$17.55
Semi 2	Start	\$15.30	\$15.30	\$15.70	\$16.15	\$16.65	\$17.15	\$17.65
	520 hrs	\$15.55	\$15.55	\$15.95	\$16.40	\$16.90	\$17.40	\$17.90
	2080 hrs	\$15.80	\$15.80	\$16.20	\$16.65	\$17.15	\$17.65	\$18.15
	3120 hrs	\$16.05	\$16.05	\$16.45	\$16.90	\$17.40	\$17.90	\$18.40
	4160 hrs	\$16.35	\$16.35	\$16.75	\$17.20	\$17.70	\$18.20	\$18.70
Skilled 1	Start	\$16.50	\$16.50	\$16.95	\$17.50	\$18.05	\$18.60	\$19.15
	520 hrs	\$16.75	\$16.75	\$17.20	\$17.75	\$18.30	\$18.85	\$19.40
	2080 hrs	\$17.00	\$17.00	\$17.45	\$18.00	\$18.55	\$19.10	\$19.65
	3120 hrs	\$17.25	\$17.25	\$17.70	\$18.25	\$18.80	\$19.35	\$19.90
	4160 hrs	\$17.55	\$17.55	\$18.00	\$18.55	\$19.10	\$19.65	\$20.20
Skilled 2	Start	\$17.55	\$17.55	\$18.00	\$18.55	\$19.10	\$19.65	\$20.20
	520 hrs	\$17.80	\$17.80	\$18.25	\$18.80	\$19.35	\$19.90	\$20.45
	2080 hrs	\$18.05	\$18.05	\$18.50	\$19.05	\$19.60	\$20.15	\$20.70
	3120 hrs	\$18.30	\$18.30	\$18.75	\$19.30	\$19.85	\$20.40	\$20.95
	4160 hrs	\$18.60	\$18.60	\$19.05	\$19.60	\$20.15	\$20.70	\$21.25

Employees hired after date of ratification will be paid according to the new wage progression. Such employees posting to a higher classification will be placed on the next highest rate that results in an increase.

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## **B-2 Trades Apprenticeship Classifications**

The Company and the Union agree to create a Trades Apprenticeship Committee. **This committee will meet at a minimum of twice per year.** The purpose of the committee will be to oversee the program and select candidates. The Company agrees that employees will not have their hourly rates of pay reduced as a result of the implementation of this amendment to the collective bargaining agreement.

The Manitoba Helper Apprenticeship Program will be run in with the Letter of Understanding agreed to by the parties.

The licensed trades apprenticeship program and classifications will be offered by the Company for eligible employees according to the rules and regulations of the Province of Manitoba.

Apprentices must comply with all required trade school attendances and pass appropriate examinations.

Apprentices will receive yearly regular increases based on the number of years of apprenticeship required to reach top rate. For example, if it takes four years to become fully licensed in their trade, the scale throughout the apprenticeship years would be the difference between the top rate and the start rate divided by four.

**B-3** For the purpose of wage increases in B-1 above, hours of work shall be inclusive of

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statutory holidays and paid vacations. The calculation of hours actually worked shall exclude time off for sickness, accident, or any leave not paid by the Company.

B-4 The wage classification categories shall be as per Appendix D.

B-5 **Maintenance and Powerhouse License Renewals**

The Company agrees to pay the cost(s) to maintain their tickets. If the Company requests an employee to upgrade their ticket, the Company will pay costs associated with the upgrade consistent with the current practice.

B-6 **Maintenance Wage Survey**

The Company will do an annual maintenance wage survey **to establish Maintenance wage rates. The survey will be** comprised of ten **(10)** competitors that have been used in the **2013** surveys. (This list can only be amended by mutual agreement.) The positions included in the review will be comparable to the positions at the plant and will consist of:

1. Licensed and unlicensed skilled trades/ **Lubricators**
2. Licensed Stationary Engineers
3. Apprentices
4. Dual Tickets (to be equivalent to 2<sup>nd</sup> Class Engineers)

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## **5. Waste Water Treatment 1 and 2**

The highest and the lowest rates collected will then be removed and the remaining eight average rates will be calculated into a simple average. If this average is more than three (3%) percent above the Maple Leaf rate in Brandon, the Maple Leaf rate will be adjusted to this average. Adjustments under this provision are only applicable to the above named trades.

This survey will be completed in November of each year with any required adjustments effective the first pay period of January.

**For the purpose of implementation of a new wage rate, trades will be paid as follows:**

**Level 1 = sixty-five (65%) percent**

**Level 2 = seventy-five (75%) percent**

**Level 3 = ninety (90%) percent**

**Trades without a license/Lubricators  
= eighty-five (85%) percent**

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

- C-1 The Company agrees to make the following contributions per hour into the Manitoba Food & Commercial Workers Local 832, Education and Training Trust Fund:

**Fifteen (15¢) cents per hour effective January 1, 2015**

The hours for which the Company will contribute said amounts will be the same hours as contributed for the Dental Plan under Section A-2.01, and shall be remitted to the Union in the same manner.

- C-2 The purpose of the Manitoba Food and Commercial Workers, Local 832, Education and Training Trust Fund is to provide training for members of bargaining units as needed from time to time, either for personal improvement, or in co-operation with the Company, for training as decided by the Union and the Company that would be beneficial to both the Company and the Union members.

## APPENDIX D WAGE CLASSIFICATION CATEGORIES

# D

D-1

DEPARTMENT	PAY GRADE	CLASSIFICATION
<b>HOG RECEIVING</b>		
	SK2	Hog Receiver
	SK2	Lead Hand
<b>FRONT END KILL</b>		<b>AM &amp; PM</b>
	GL1	Wash Pens
	GL1	Shave Hogs
	<b>SS1</b>	<b>Chase Hogs</b>
	SS1	Gam Return Wash
	SS1	Shackle Hogs
	SK1	Flip Hogs
	SK1	Notch Tendons
	SK1	Gam Hogs
	SK1	Gam Bank
	SK1	Stick Hogs
	<b>SK2</b>	<b>Blood Room Operator</b>
	SK2	Lead Hand
<b>DRESSING FLOOR</b>		<b>AM &amp; PM</b>
	GL1	Stamp Hogs
	GL1	Mark Low Fat Hogs
	<b>GL2</b>	<b>Remove Kidneys</b>
	GL2	Notch Front Feet

<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
	SS1	Mark/Pop Kidneys
	SS1	Floor Person/Cleaner
	SS1	Drop Bung
	SS1	Bung Hogs
	SS1	Clip Heads
	SS1	Notch Hind Feet
	SS1	Present Viscera
	SS1	Remove Salivary Glands
	SS1	Remove Blood Clots and Stick Hole
	SS1	Remove Heart Fat
	SS1	Load/Wash Coolers
	SS1	Remove Uteri
	<b>SS2</b>	<b>Drop Tongues</b>
	SS2	Pluck
	SS2	Low Trim
	SS2	Leaf Lard Guns
	SS2	Leaf Lard
	SS2	Whiz Leaf Lard
	SK1	CCP Operator
	SK1	Open Hogs
	SK1	Brisket Saw
	SK1	Remove Pizel
	SK1	Carcass Inspection
	SK1	Hog Scale



<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
	SK1	HIP Monitor
	SK1	Trim Non-Demerits
	SK1	HR Scale
	SK2	Lead Hand
	SK2	Trim Demerits/HR
	SK2	Corporate Trainer
	SK2	Separation
	SK2	Expose Lymph Nodes
	SK2	Gutting
	SK2	Split Saw
<b>CASINGS ROOM AM &amp; PM</b>		
	<b>SS1</b>	<b>Salt Casings</b>
	SK1	Pull Runners
	SK1	Casing Machine Operator
	SK2	Lead Hand
<b>STOMACH &amp; CHITS AM &amp; PM</b>		
	GL1	Feed Stomachs
	GL1	Harvest Flush Bungs
	<b>GL1</b>	<b>General Packer</b>
	GL1	Pack Fraction
	GL1	Spleens
	GL2	Remove Stomachs
	SS1	Save Pancreas Glands
	<b>SS1</b>	<b>Feed Bung Machine</b>

<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
	SS1	Trim Bung
	SS1	Split Bung & Feed Vacuum
	SS1	Scale Label
	SS1	Rectum Removal / Pancreas
	SS1	Harvest Pancreas
	SS1	Pack Combos
	SS1	Cryovac
	SS2	Animal Food
	SK2	Lead Hand
<b>LARD, MUCOSA &amp; INEDIBLE AM &amp; PM &amp; NIGHTS</b>		
	SS2	Inedible Rendering
	SK2	Mucosa Room Operator
	SK2	Edible Room Operator
<b>BY PRODUCTS AM &amp; PM</b>		
	GL1	Lids
	GL2	Packer
	SS1	Remove Lips
	SS1	CCP Operator
	SS1	Remove Aorta
	SS1	Remove Livers
	SS1	Spike Heads
	SS1	Mark Temple
	SS1	Remove Heads
	SS1	Fancy Meats Scale/ Strapper

DEPARTMENT	PAY GRADE	CLASSIFICATION
	SS1	Trim Lungs
	SS1	Trim Liver
	SS1	Trim Skirts
	SS1	Bone Heads
	SS1	Remove Ears
	SS1	Remove Trachea
	SS1	Remove Heart/Skirts
	SS2	Remove Snout
	SS2	Remove Mask
	SS2	Remove Tongues
	SS2	Trim Tongues
	SS2	Whiz Cheeks
	SS2	Whiz Heads
	SK2	Lead Hand
<b>DRY GOODS/JANITORIAL/RECEIVING/PLANT SERVICES AM &amp; PM</b>		
	GL1	Prepare Combos
	GL1	Box Make Up
	<b>GL2</b>	<b>Janitor</b>
	SS1	Box Room Organizer
	SS1	Receiver
	SS1	Stock Person
	SS1	<b>Wexsar Operator</b>
	SS1	<b>Garbage Room / Baler Operator</b>
	SK2	<b>Service Person/ Groundskeeper</b>

<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
	<b>SK1</b>	<b>High Lift Operator</b>
	SK2	Lead Hand
<b>LAUNDRY AM &amp; PM &amp; NIGHTS</b>		
	GL1	Laundry Operator
	<b>SS1</b>	<b>Seamstress</b>
	SK2	Lead Hand
<b>HAMBONING, CONVERSION, MEP, MSP, ROLL STOCK &amp; PORK CHOP AM &amp; PM</b>		
	GL1	General Packer
	GL1	Floor Person/Cleaner
	<b>GL2</b>	<b>Scaling/Palletizing</b>
	GL2	Scale/Pack/Make Weight
	GL2	Product Prep/Line Loader
	<b>SS1</b>	<b>Jitney Operator</b>
	SS1	Ham Bone SS Rotation
	SS1	Light Butt/Dark Butt
	SS1	Remove Lower Shank
	SS1	Whiz Muscles
	SS1	Boneless Meat Inspector
	SS1	Pork Chop Machine Operator
	SS2	Femurs
	SS2	Remove Eye of Round
	SS2	Remove/Trim Insides
	SS2	Seaming

<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
	SS2	Membrane Skinners
	SK1	Derind Hams
	SK1	Defat Hams
	SK1	Knuckles
	<b>SK2</b>	<b>Remove Aitch Bone</b>
	SK1	Remove Upper Shank/ Trim Outsides
	SK1	MEP Operator
	SK2	Lead Hand
	SK2	Remove Centre/Shank
	SK2	Corporate Trainer
<b>CRYOVAC</b>		<b>AM &amp; PM</b>
	<b>SS1</b>	<b>Cryovac Operator</b>
	<b>GL2</b>	<b>Multipacker</b>
<b>BLOCK TABLE</b>		<b>AM &amp; PM</b>
	<b>GL1</b>	<b>Turn Hogs</b>
	<b>GL1</b>	<b>Ham Select (Low Fat Trim)</b>
	<b>GL 1</b>	<b>Indexer</b>
	<b>GL1</b>	<b>Line Combos/Totes</b>
	GL1	Unload Coolers
	GL1	Orient Hams
	GL1	Jowl Slasher
	<b>SS1</b>	<b>Drop Table</b>
	<b>SS1</b>	<b>Ham Sorter</b>

<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
	SS1	Align Middle
	SS1	Dunseth Shoulder Ham
	SS1	Trim Jowls
	SS1	Jitney Operator
	SS1	Align Hind Foot
	<b>SS1</b>	<b>Designated Trimmer</b>
	SS2	Remove Jowls
	SS2	CCP Operator
	SS2	Whiz Tails
	SS2	High Pressure Wash/ Sanitize
	<b>SK2</b>	<b>Knife Sharpening</b>
	SK2	Lead Hand
	<b>SK2</b>	<b>Corporate Trainer</b>
<b>PICNIC LINE</b>	<b>AM &amp; PM</b>	
	GL1	Separate Fat and Skin
	GL1	Pace Picnics
	<b>GL1</b>	<b>Floor Cleaner</b>
	SS1	Align Butt
	SS1	Align Foot/Hocks
	SS1	Trim Picnics
	SS1	Jitney Operator/Scaler
	SK1	Whiz/Shoulders
	SK1	Derind Picnics
	SK1	Bone/Trim Shoulders

<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
	<b>SK2</b>	<b>Bone Picnics</b>
	SK2	Neck Boner
	SK2	Corporate Trainer
	SK2	Lead Hand
<b>BUTT LINE AM &amp; PM</b>		
	GL1	75% Trim Inspector
	GL1	Floor Person/Cleaner
	GL2	Operate Riblet Saw
	GL2	Whiz Butt Plates
	GL2	Pace Butts
	SS1	Pack Table
	SS1	Jitney Operator
	SS1	Grade Butts
	SS1	Trim Butts
	SS2	Butt Puller
	SS2	Whiz Butts
	SK1	Remove Blade Bone
	SK1	Trim Collars
	<b>SK2</b>	<b>Bone Butts</b>
	SK2	Corporate Trainer
	SK2	Lead Hand
<b>LOIN LINE AM &amp; PM</b>		
	GL1	Peel Back Ribs
	GL1	Operate Back Rib Saw

<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
	GL1	Cut Floor Pick Up
	<b>GL2</b>	<b>Loading Loins</b>
	<b>GL1</b>	<b>Line Combos/Totes</b>
	<b>GL1</b>	<b>Floor Person/Cleaner</b>
	GL2	Pack Back Ribs
	GL2	Pack Back Bones
	GL2	Scale/Pack/Make Weight
	GL2	Whiz Back Fat
	GL2	Combo Packer
	SS1	Separate Rib Tails
	SS1	Denude Tenders
	SS1	Grade Backs
	SS1	Jitney Operator
	<b>SS1</b>	<b>Designated Trimmer</b>
	SS2	Remove Sirloins
	SS2	Loin Trimmers
	<b>SS2</b>	<b>Separate Back Fat from Belly</b>
	SK1	Trim Backs
	SK2	Shell Bone Loins
	SK2	Remove Tenderloins
	SK2	Remove Oyster Bone
	SK2	Lead Hand
	SK2	Corporate Trainer



DEPARTMENT	PAY GRADE	CLASSIFICATION
<b>BELLY LINE</b>		<b>AM &amp; PM</b>
	GL1	Leaf Lard Removal
	GL1	Pack Bellies
	GL1	Select Rib in Bellies
	GL1	Floor Person/Cleaner
	<b>GL2</b>	<b>Orient Bellies</b>
	<b>GL2</b>	<b>Pleurra Removal</b>
	GL2	Square Bellies
	GL2	Rib Selector
	GL2	Align Bellies
	GL2	Align Ribs
	GL2	Layer Bellies
	GL2	Whiz Bellies
	<b>GL2</b>	<b>Trim Skirt</b>
	SS1	Trim St. Louis Ribs
	SS1	Pack/Grade Bellies
	SS1	Jitney Operator
	<b>SS1</b>	<b>Whiz Ribs</b>
	<b>SS1</b>	<b>Whiz Single Rib Bellies</b>
	<b>SS1</b>	<b>Designated Trimmer</b>
	<b>SS2</b>	<b>Scoring Ribs/Mark Breastbone</b>
	<b>SS2</b>	<b>Whiz/Skin Patch Bellies</b>
	<b>SS2</b>	<b>Trim Single Rib Bellies</b>
	SS2	Single Rib Bellies

<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
	<b>SK2</b>	<b>Ribbing Gun</b>
	<b>SK2</b>	<b>Rib Bellies</b>
	SK2	Lead Hand
	SK2	Corporate Trainer
<b>PACK, BOXROOM &amp; DUMPERS</b>		<b>AM &amp; PM</b>
	GL1	Floor Person/Cleaner
	GL1	Make Cartons
	GL1	General Packer
	GL2	Mutipacker
	GL2	Scale/Pack/Make Weight
	<b>SS1</b>	<b>St. Louis Ribs</b>
	SS1	Cryovac Operator
	SS1	Jitney Operator/Scaler
	SS1	Supply Cartons
	SS1	Cryovac Operator/ Bagger
	<b>SS1</b>	<b>Bagging Butts/Collar Butts/Loins</b>
	<b>SS1</b>	<b>Designated Trimmer</b>
	<b>SS1</b>	<b>Rehandle</b>
	<b>SS1</b>	<b>Bagging Buck Eyes</b>
	SS2	Packing Trimmer
	SS2	Grade Backs
	SK2	Lead Hand
	SK2	Corporate Trainer

<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
<b>RAILS AM &amp; PM</b>		
	GL1	General Packer
	GL2	Palletize
	SS1	Scale and Barcode
	SS1	Jitney Operator
	SK2	Corporate Trainer
	SK2	Lead Hand
<b>SHIPPING AM &amp; PM &amp; MIDNIGHT</b>		
	GL1	Repacker
	SS1	Back Dating
	SS2	Shipper
	<b>SS2</b>	<b>Warehouse Inventory</b>
	SK1	High Lift Operator
	SK2	Corporate Trainer
	SK2	Lead Hand
<b>SANITATION CUT &amp; KILL &amp; OVERHEADS &amp; WEEKEND</b>		
	SS2	Jitney Operator
	SS2	High Pressure Wash and Sanitize
	SS2	Scissor Lift Operator
	<b>SK1</b>	<b>Snorkel Lift Operator/Overheads</b>
	SK2	Chemical Room Operator
	SK2	Corporate Trainer
	SK2	Lead Hand

<b>DEPARTMENT</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
<b>FREEZER &amp; CHILL ROOM</b>		<b>AM &amp; PM</b>
	SK1	Freezer Person/High Lift Operator
<b>RESEARCH &amp; DEVELOPMENT</b>		
	SK2	Researchers
<b>CAFETERIA</b>		
	<b>GL2</b>	<b>Dishwasher</b>
	SS1	Front End Server/Cashier
	SS2	Short Order Cook
	SK1	Cook/Baker
	SK2	Lead Hand
<b>MAINTENANCE</b>		
		Trades Without License
		Trades
		Trades Dual Tickets
		Apprentice Level 1
		Apprentice Level 2
		Apprentice Level 3
		Helper
		Lubricator
<b>POWERHOUSE/WASTEWATER</b>		
		Power Engineer Class 2
		Power Engineer Class 3

DEPARTMENT	PAY GRADE	CLASSIFICATION
		Power Engineer Class 4
		Pretreatment Operator 1
		<b>Pretreatment Operator 2</b>

## D-2 Job Alteration - New Job Introduced

- (a) When changes in production significantly alter jobs or when new jobs are introduced, except for Maintenance Trades, the Company will assess a job and assign the job to the appropriate job category.
- (b) In making its determination the Company will consider such factors which may include but are not limited to: benchmarking, skill, ability required, complexity, responsibility, working conditions, etc.
- (c) The Company agrees to disclose all this information to the Union and criteria in respect to making its determination in regard to changes in jobs and creation of new jobs.
- (d) The Production Manager **or their designate(s)** shall notify the Union and Chief Steward, in writing, of new or significantly changed jobs as soon as possible.
- (e) An employee or the Union who feels a new job category determined by the Company is not correct may appeal to the Job Evaluation Committee for a review.

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- (f) The Job Evaluation Committee shall be composed of two (2) nominees appointed by the Union and two (2) management representatives appointed by the Company and one independent chairperson. The Union nominees shall consist of a full-time Union Representative or two (2) full time employees of the bargaining unit. The Committee shall meet within thirty (30) calendar days of an employee objecting to the job category established by the Company, if that is the case. If the parties agree to an independent chairperson, such chairperson shall be one of the Arbitrators listed in Article 9. The cost of the chairperson shall be mutually shared by the parties. The Company shall pay for the cost of all the employees, except if one of the Union nominees is a full-time Union Representative.
  - (g) The majority decision of the Job Evaluation Committee is binding on both parties and cannot form the subject matter of the grievance or arbitration process.
  - (h) No wages will be reduced until the decision of the Committee is rendered.
  - (i) The parties agree to resolve job classification issues in the manner described above or through an alternative mutually agreed process.

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## **APPENDIX E**

### **Scheduled Twelve (12) hour shifts for full-time Stationary/Power Engineers/Waste Water Treatment**

**E**

The following provisions will apply when Stationary/Power Engineers and Waste Water Treatment Operators are working scheduled twelve (12) hour shifts:

- E-1        The work week will commence at 6:00 a.m. on Sunday and conclude at 6:00 a.m. on the following Sunday.
  
- E-2        There will be a two (2) week work cycle with employees working alternating weeks of forty-eight (48) hours (four (4) scheduled shifts) and thirty-six (36) hours (three (3) scheduled shifts). The day shift will start at 6:00 a.m. and finish at 6:00 p.m. on the same calendar day and the night shift will start at 6:00 p.m. and finish at 6:00 a.m. on the next calendar day.
  
- E-3        Employees will be paid at one and one-half (1½) times their regular rates for hours worked in excess of twelve (12) hours per shift or in excess of eighty-four (84) hours which have been paid at straight time rates in a two-week cycle.

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E-4 For employees who are scheduled to work 12-hour shifts and a general holiday falls on a scheduled work day, they will be paid their regular rate for the normal hours and an additional 12 hours at time and one half for the general holiday. If a full-time employee works a 12-hour shift and the general holiday does not fall on a scheduled work day, on his **or her** first scheduled shift after the holiday he **or she** will be paid at the rate of time and one half for the normal shift and receive an additional twelve (12) hours pay for the general holiday. The same procedure shall apply when two (2) general holidays fall in a calendar week.

E-5 Under Section 14.03 of the Collective Agreement, vacation pay for each week of vacation for employees will be forty-two (42) hours at the employee's regular rate. Employees will be allowed forty-two (42) scheduled hours off for each week of vacation entitlement. When an employee takes a week off for vacation, he **or she** will be considered to have used either thirty-six(36) or forty-eight (48) hours of his **or her** total hours allowed off for vacation, determined by the number of scheduled hours that he / she had in the week of vacation taken.

E-6 Under Section 19.08 of the Collective Agreement - Bereavement Pay, the



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maximum number of hours for which an employee may qualify to be paid is thirty-six (36) hours.

E-7 Employees will be paid time and one half (1½) for the first overtime shift worked in a week. Employees who work additional overtime shifts will be paid double (2) time for the second and any additional overtime shifts worked in a scheduled work week.

**E-8 The Company will endeavour to ensure that all Stationary, Power Engineers and Waste Water Treatment employees will not be required to work two (2) consecutive Christmas days and New Year's days.**

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

# F

## APPENDIX F PERSONAL BREAKS

- F-1 If there is an increase in personal break time as a result of the removal of the double time reduction, then the Company and the Union shall meet to evaluate the excessive personal break time increase. If after that meeting there is no consensus then the rate shall remain at one times the wage rate and the issue will be referred to Arbitration. The arbitrator will be restricted to the question if there has been excessive personal break time to the extent that it justifies a double time deduction for personal breaks. If he **or she** does, the remedy will be to return to the previous wording in the contract.

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## **LETTER OF UNDERSTANDING**

BETWEEN:

**MAPLE LEAF FOODS 1000.0.0NC.**,  
a body corporate carrying on business in  
the City of Brandon in the Province of  
Manitoba, hereinafter referred to as the  
“Company”.

AND

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

### **RE: MAINTENANCE HELPER AND APPRENTICESHIP PROGRAMS**

Maple Leaf Foods Inc. intends to further the development and retention of its trade workforce (Industrial Mechanics/Millwrights, Electricians, Plumbers, etc). The company recognizes the benefits of promoting the development of production employees into trade positions as operational needs and opportunities permit. This process includes two sequential streams: (a) the Maintenance Helper Program and (b) the Apprenticeship Program.

- (a) **MAINTENANCE HELPER PROGRAM**  
The Maintenance Helper Program intends to attract individuals to selected trades occupations and to establish a potential

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candidate pool for selection to the Apprenticeship Program. Apprentices are selected from the Maintenance Helper positions based on their ability to qualify at the time of selection, which is generally based on current Provincial Apprenticeship Programs and the criteria below.

### **Selection Process**

To be considered, applicants must successfully pass (as pre-determined by the Company) each Screening stage of the selection process for the Maintenance Helper Program as set outlined below:

1. Candidates who successfully meet the requirements in Screening Stage #1 (Prerequisite Review) will then be assessed against the requirements of Screening Stage #2 - aptitude testing.
2. Those candidates who successfully meet the minimum pass requirements for all aptitude modules assessed in this stage, will be given a score (based on their results) and progress to the Screening Stage #3 - Physical Demands Assessment.
3. Those who successfully complete the Physical Demands Assessment Screening Stage will then proceed to the Final Screening Stage - Interview.
4. All candidates participating in the interview will be given a score based on the assessment of answers given.
5. All Candidates who receive a passing score

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for the Aptitude testing and Interview screening stages will be ranked based on their combined scores in these areas.

6. The Company will use several factors in awarding Helper positions including aptitude, suitability, and seniority.
7. The number of available positions will be based on operational requirements.

Screening Stage #1 - Prerequisite Review:  
The company will initially review each applicant to ensure they meet the prerequisite requirements to enter the program. An applicant will be initially considered based on absenteeism and education, which are our first criteria, as set out below.

#### *Absenteeism and Suitability*

The review of absenteeism and suitability is based on matters of record. Absenteeism is tracked through the company absenteeism tracking system. More than 3% absenteeism within the preceding 12 months is not acceptable unless it is due to an unusual situation (accident, etc.). Disqualified applicants may reapply after 1 year.

#### *Education*

Applicants must meet the education requirements of the *Manitoba Apprenticeship and Trades Qualification Act*. (C.C.S.M. c.A110), and will be required to provide certified true copies of their mark transcript(s) from their

educational institution(s). Applicants must also complete and demonstrate success in, any current government-sanctioned evaluation programs as may be required.

<b>Education</b>	<b>Points</b>
In accordance with the Act	1
For Pre-apprentice or for successful completion of a Post	2

The applicant must successfully meet all of these requirements to be eligible for the Aptitude Testing, which is considered as the next screening stage.

### **Screening Stage #2 - Aptitude Testing**

The candidate must successfully complete a series of aptitude tests based on standardized testing. (The Canadian Adult Achievement Test - CAAT). The test includes numerical ability, visual pursuit, assembly, mechanical reasoning. Candidates must achieve a minimum pass score to continue their eligibility for selection. Based on their results, they will be given a score as outlined in the table.

<b>Overall Score Range</b>	<b>Points Given</b>
Minimum pass score to 74	1
75 - 84	2
85 - 90	3
over 90	4

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One opportunity for re-testing is available after six (6) months of the original test date. The applicant must successfully pass the Aptitude Testing to be eligible for the Physical Demands Assessment as the third screening stage.

Each applicant will be given two (2) opportunities for re-testing. Each opportunity is available after a minimum of three (3) months from the last test date.

### **Screening Stage #3 - Physical Demands Assessment**

The applicant must be able to perform the bona fide occupational requirements of the Maintenance Helper position. A qualified Health Practitioner will conduct a physical demands assessment to enable the applicant to demonstrate their ability to do the physical requirements of the job. The benchmark shall be the Physical Demands Analysis for Maintenance Helpers undertaken by NRCS Inc. The Health and Safety Manager will be notified whether a candidate is fit without limitations to perform the regular tasks associated with the job. If the candidate fails to meet the standard, they will be disqualified from further consideration. If the employee re-applies in the future, a subsequent physical demands assessment must be undertaken. Because of the Electrician job requirements, a colour vision test will also be applied with the intent that candidates

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must pass to be considered. The Company shall pay the cost of the Physical Demands Assessment.

The applicant must successfully pass the Physical Demands Assessment to be eligible for the Interview, which is the next Screening Stage.

#### **Screening Stage #4 - Interview**

The Selection Committee (consisting of Company and Union representatives) will interview each of the pool of candidates who have successfully passed criteria one through three for suitability in the Maintenance Helper Program. Applicants will be interviewed on their motivation, commitment and ability to meet the requirements of the program. The candidates' interviews will be scored by each Selection Committee member.

Overall Score Range	Points Given
60 (Minimum pass)	1
75 – 79	2
80 – 85	3
Over 85	4

Each question will be given a score and the resultant score will be based on a percentage of points achieved versus points available.

The successful candidate for the helper position will be the person who successfully passes all screening stages and has the overall highest score. In the event of tie scores, seniority will be the final deciding factor.



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(b) **APPRENTICESHIP PROGRAM**

Apprentices will be selected from the Maintenance Helper group. If no Maintenance Helper wishes to apply, or is not qualified, for an apprenticeship that is being offered, that apprenticeship would then be posted and the selection will follow the same selection criteria as outlined below for the Maintenance Helper positions.

The Company will interview those applicants meeting the interview criteria. The company will use several factors in awarding Apprenticeship positions including aptitude, suitability, and seniority. Seniority shall be a deciding factor if all else is relatively equal.

**General Administration of selected Apprentices:**

***Probation:*** There will be a 6-month probationary period for all employees entering the apprentice program. During this period, if the employee doesn't display the suitability and necessary aptitude for the particular trade, as evaluated by the committee, they may be returned to their former job without loss of seniority.

***Registration:*** Once the candidate has been accepted in the program they will be registered as an apprentice and they will be required to authorize the release of information to the company to obtain results of Apprenticeship school progress.

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***Prior Learning Assessment Recognition (PLAR):*** Once a candidate has been accepted into the program the apprentice may seek PLAR from the apprenticeship branch to determine the level of technical training they should begin their apprenticeship.

***Formal Training:*** In school training will be provided in the most suitable program(s). The Company reserves the right to ensure that the scheduled time for employees to be away does not overlap with other scheduled offsite apprenticeship training. If a trainee fails to make reasonable progress in the trade as evaluated by the committee, or to successfully complete each segment of the in school program, they will automatically be disqualified from continuing in the program or working in the trade. An employee can appeal the decision only once, throughout the apprenticeship training, to the committee prior to removal from the program. The employee will be immediately removed from the department and reassigned in the plant, while maintaining plant seniority.

***Rate of Pay:*** The rate of pay for trainees will be in accordance with their progress in the program. Wage rates will be in accordance with Appendix “B”.

***Job assignments:*** An apprentice may be required at times to work independently. This independent work will be within the apprentice’s capabilities as determined by their supervisor and overseeing

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tradesperson, in accordance with Manitoba Apprenticeship Act.

### ***Identification of Apprenticeships***

The company reserves the right to identify apprenticeship to be offered. The positions will only be offered when the company has identified a requirement.

Some of the required trade programs will require modification to ensure that the trainees learn special tasks required by Maple Leaf.

### ***Apprenticeship Training***

Where applicable, Trainees will be required to attend in school training sessions at one of the community colleges. Where none are available, they will be required to attend courses presented by the company or take selected correspondence or home study courses. In plant practical training will be provided by exposing the trainee to the jobs pertaining to their trade. Management will set up in plant training schedules in communication with the union.

### ***General Principles for the Apprenticeship Program***

While on probation, the incumbent must acquire a basic set of trade related tools within 30-days of acceptance into the program. The company shall supply a list of the required basic tools. Once indentured, the apprentice will be expected to acquire more tools as needed in order to effectively perform their job.

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The progress of each trainee will be recorded and kept on file by the Maintenance Supervisor, Maintenance General Supervisor and or Maintenance Manager.

The apprentice will not cause a layoff of another licensed trades person.

Prior to completion of the Apprenticeship Program, the Company will determine whether the individual shall remain with the Company in the role of Journeyman. Apprentices will be given a notice of permanent hire or of termination 2 months in advance of the completion of their apprenticeship. The effective date of the termination will be 4 months after the issue date on the notice.

**IN WITNESS WHEREOF, THE PARTIES  
HERETO HAVE DULY EXECUTIVE THIS  
LETTER OF UNDERSTANDING.**

SIGNED THIS

FOR THE UNION:

  
Elsa Alvarado

  
Jason Cameron

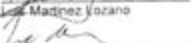
  
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Catherine Huys

  
Jorger Johnson

  
Kim Knox Powers

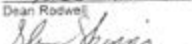
  
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Sam Matkowsky


  
Ann McLellan

  
David Morley


  
Dean Rodwell

  
Glenn Skupper

  
Tao Yui

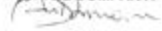
  
Brida Brown

  
Beatrice Bruska

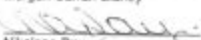
  
Jeff Traeger


2015 DAY OF January 2015.

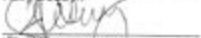
FOR THE COMPANY:

  
Luka Amona

  
Morgan Curran-Blaney

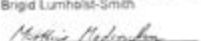
  
Nikolene Day


  
Kerry Gobbyn

  
Ian Henry

  
Dan Lenton

  
Brigid Lurnholt-Smith

  
Matthias Modersohn

  
Harry Wilson

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November 7, 2014

United Food & Commercial Workers Union, Local 832  
1412 Portage Avenue  
Winnipeg, Manitoba R3G 0V5

Attention: Mr. Jeff Traeger, President

Dear Jeff:

**Re: Brandon Incentive Programs**

The Company agrees that a productivity plan and an attendance plan will remain in place during the term of the Collective bargaining agreement. The potential payouts of the plans will be no less than their respective historical ranges.

The Company acknowledges that the current productivity plan needs to be refreshed so that employees have a better understanding of how the plan works so that they can improve productivity and earn increased payments that result. The Company acknowledges the important role the union can play in the design and implementation of a revised plan and agrees to consult with them in this regard.

The Company commits to completing the process of refreshing the productivity bonus by no later than December 31, 2015.

Yours truly,

MAPLE LEAF FOODS INC.

Ian Henry  
Senior Vice President, People

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## LETTER OF UNDERSTANDING

October 17, 2014

Mr. Morgan Curran-Blaney,  
Plant Manager  
Maple Leaf Brandon

Dear Morgan:

In order to ensure Article 31 of the Collective Agreement is administered as we agreed during contract negotiations, prior to the Union referring any grievance relating to respect and dignity, the President and/or Secretary-Treasurer of the Union will convene a meeting with you or any other Company representative you designate to discuss the concern.

I trust this process will ensure our true intent of the clause will be met.

Yours truly,

Jeff Traeger,  
President

JT/lh cope 342

Cc: Bea Bruske  
Kelly Dobbyn

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November 12, 2014

United Food & Commercial Workers Union, Local 832  
1412 Portage Avenue  
Winnipeg, Manitoba R3G 0V5

Attention: Mr. Jeff Traeger, President

Dear Jeff:

**Re: Break Times in the Brandon Plant**

During negotiations for the renewal of the collective agreement in Brandon, the union raised a concern regarding the length of meal and rest periods. We acknowledge the significance of this issue for employees and agree that it must be addressed in some way.

In order to alleviate the impact to employees, the Company undertakes to make a capital investment in the plant to construct an additional cafeteria. For many employees, this would result in more of their break time being spent in a cafeteria as well as reducing overall traffic and congestion in the main cafeteria.

We anticipate construction of the new cafeteria to be completed in 2015, however, should it not be completed by July 1, 2016, Union Proposal No. 15 as tabled at 8:00 a.m. on November 12<sup>th</sup> will come into full force and effect until such a time as the new cafeteria has been completed.

Yours truly,

**MAPLE LEAF FOODS INC.**

Ian Henry  
Senior Vice President, People



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**October 21, 2014**

**Jeff Traeger  
President  
UFCW Local #832**

**Dear Jeff:**

**The Company understands the Union's concerns regarding knife sharpening and as such commits to creating a joint taskforce comprised of two (2) Union appointed employees both of whom will have had previous knife experience. The taskforce will commence within fifteen (15) days of ratification and initial recommendations will be provided to the Company within sixty (60) days of ratification.**

**The Company commits that the recommendations will be reviewed and replied with full reasoning within thirty (30) days of the recommendations being provided to the Company by the taskforce.**

**Until such time, the Company agrees that upon ratification, employees who bone product will be provided with a third (3<sup>rd</sup>) boning Knife upon request.**

**Yours Truly,**

**Morgan Curran-Blaney  
Plant Manager**

## 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 cyldiners 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 2015

Calendar for each year of  
agreement 2016

Calendar for each year of  
agreement 2017



Calendar for each year of  
agreement 2018

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Calendar for each year of  
agreement 2019



# **We are Here to Serve You**

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