



CONTRACT

DIAGEO

GIMLI PLANT



UFCW

your VOICE at work in Manitoba

LOCAL 832

2016

2019



CONTRACT

DIAGEO
GIMLI PLANT

 **UFCW**
your VOICE at work in Manitoba
LOCAL 832

2016

2019

Union Office Addresses and Telephone Numbers

If you require any interpretation of the benefits and rights contained in this agreement, or have any questions about other ways in which the union can assist you, contact your full-time union representative at the union office that serves your area.

Winnipeg

1412 Portage Avenue
Winnipeg, MB R3G 0V5
204-786-5055 — Toll-free 1-888-UFCW 832
Fax 204-786-3175

Brandon

530 Richmond Avenue E.
Brandon, MB R7A 7J5
204-727-7131 — Toll-free 1-800-552-1193
Fax 204-728-8528

e-mail: info@ufcw832.com
Web site: www.ufcw832.com

Diageo - Index

Title	Article	Page
Absence From Work	28.07	72
Apprenticeship Program	32	77
Arbitration	25	65
Available Overtime	10.10	30
Award of Apprenticeship Program	32.03	83
Bargaining Unit Work	1.02	10
Base Wage Rate	30	76
Benefits for Newly Hired Employees	28.02	71
Bereavement Leave	18	53
Bulletin Board and Decal	8.07	19
Checkoff	5	14
Company Sick Leave	22.03(a)	59
Compensation and Overtime	10	27
Continuous Shifts	9.02	22
Definitions of Skilled Trades	32.09	84
Departments	16	48
Discipline and Discharge	7	15
Eight (8) Hour Continuous Shifts	9.02(a)	22
Eight (8) Hour Non-Continuous Shifts	9.01(a)	21
Exhibit One	form	94
Existing Conditions	23	62
Exiting the Apprenticeship Program	32.06	83
Expiration and Renewal	33	85
General Conditions	28	71
General Considerations for All Shifts	9.03	24
Grievance Procedure	24	62
Guaranteed Work	11	22
Harassment and Discrimination Free Workplace	28.16	75
Health and Safety	27	68
Health and Welfare Programs	22	58
Hiring	6	15
Holidays	12	34
Injury	19	54

Title	Article	Page
Job Assignment during Shutdowns	15.05	48
Job Postings	14.08	44
Job Rotation.....	28.08	72
Job Titles and Wage Classes	App. A	88
Job Transfer	15	46
Jury Duty	29	75
Labour/Management Relations	8.09	19
Leaves of Absence	17	49
Long Term Disability Insurance.....	22.03 c.	59
Maintenance Call-in Procedure	9.04	24
Maintenance Stores.....	28.10	73
Management Rights.....	2	11
Masculine or Feminine Gender.....	28.01	71
Maternity Leave	17.07(a)	51
Maternity, Parental and Adoptive Leaves.....	17.07	51
Membership.....	3	12
Minimum Hourly Base Wage Rate Schedule.....	App. A	87
Negotiation Leave.....	17.06	51
Newly Created Jobs.....	28.03	71
Non-Continuous Shifts.....	9.01	21
Operator Call-in & Coverage Procedure.....	9.05	26
Orientation Meeting	8.10	20
Outside Contractors.....	21	57
Overtime Rates of Apprenticeship Program	32.08	XX
Parental Leave	17.07(b)	52
Part-time Labour Classification	Ltr #1	XX
Pay Rates of Apprenticeship Program	32.07	XX
Paying the Operator Class "B" Rate	Ltr #3	xx
Pension.....	22.03 d.	59
Pension.....	34	86
Premiums.....	10.16	32
Probationary Period.....	4	13
Recognition and Scope.....	1	10
Regular Starting and Quitting Times, Continuous Shifts	9.02(c)	23

Title	Article	Page
Regular Starting and Quitting Times, Non-Continuous Shifts	9.01(d)	22
Required Overtime	10.11	30
Rest Period Between Shifts	10.15	31
Rest Periods	9.06	27
Schedule Changes	10.04	28
Scope of Apprenticeship Program	32.01	XX
Secondment Program	Ltr #2	91
Selection Process of Apprenticeship Program	32.02	XX
Seniority, Promotions, Lay-offs and Recall	14	42
Severance Pay.....	35	86
Strike Bound Goods.....	26	67
Supervision of Apprenticeship Program.....	32.05	XX
Technological Change.....	31	76
Ten (10) Hour Non-Continuous Shifts	9.01(b)	21
Third (3rd) Class Power Engineers.....	32.11	83
Training of Apprenticeship Program.....	32.05	XX
Training.....	28.09	73
Twelve (12) Hour Continuous Shifts.....	9.02(b)	22
Twelve (12) Hour Non-Continuous Shifts.....	9.01(c)	21
Uniforms and Equipment.....	20	56
Union Affairs	8	17
Union Convention/Conference/Education Leave.....	17.05	50
Union Representatives Visits.....	8.05	18
Vacation Scheduling.....	13.04	38
Vacation.....	13	37
Voluntary Fire Department.....	28.11	73
Weekly Indemnity Payments	22.03 b.	59
Work Assignments Practices.....	16.02	48
Work Schedule.....	9	21

EXPIRY DATE: JANUARY 31, 2019

BETWEEN:

DIAGEO CANADA INC., carrying on business in the town of Gimli, in the province of Manitoba, hereinafter referred to as the "Company."

AND

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

THIS AGREEMENT ENTERED INTO THE 1ST DAY OF FEBRUARY 2016 BY AND BETWEEN THE UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, HEREINAFTER REFERRED TO AS THE "UNION", AND DIAGEO CANADA INC, HEREINAFTER REFERRED TO AS THE "COMPANY".

WHEREAS: THE COMPANY AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A RESPECTFUL AND HARMONIOUS RELATIONSHIP BETWEEN THE COMPANY AND THE EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AND SUSTAIN AN EFFICIENT OPERATION,

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

ARTICLE 1 RECOGNITION AND SCOPE

1.01 The Company does hereby recognize the Union as the sole labour organization representing the Company's Employees and recognizes and agrees to treat and negotiate with the Union as the sole and exclusive bargaining agency for and on behalf of such Employees in the plant of the Company located in Gimli, Manitoba, provided, however, that application of this clause does not conflict with any Federal or Provincial law or regulation related to labour matters.

The term "Employees" as used in this Agreement shall not include managers, superintendents, department heads, supervisors, non-working foremen, chemists (those who generally perform work requiring a degree of science), security guards, general administrative office Employees **as well as employees engaged in sales, marketing, product development and corporate relations**, all other Employees possessing full authority to hire and discharge Employees, and excluding such Employees as are now covered by existing agreements with Unions affiliated with the C.L.C.

1.02 Bargaining Unit Work

Persons excluded from the bargaining unit shall not be permitted to perform any work normally performed by Employees in the bargaining unit, which said Employees now perform or have performed in the past.

Exceptions to the above are;

1. In the case of Health & Safety emergencies.
2. In the case of potential critical equipment damage.

3. These exceptions will not result in any loss of hours for bargaining unit Employees.

1.03 The Company shall provide the Union with a list containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees, whenever a written request to do so is received from the Union. Under no circumstance will requests be submitted more than two (2) times per calendar year. Requests will be submitted directly to the HR Business Partner. The Company shall be provided with a reasonable timeframe in which to provide the information to the Union.

ARTICLE 2 MANAGEMENT RIGHTS

2

2.01 The management of the operations and the direction of the working force are to be the sole right of the Company including the right to;

- a. Maintain order, discipline, to make, alter and enforce rules and policies.
- b. Hire, discharge for proper cause, lay off and/or recall Employees.
- c. The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Company, therefore retains all rights not otherwise specifically covered in this Agreement.

2.02 The Company agrees that in administering this Agreement they shall act reasonably, fairly, in good faith and in a

manner consistent with the Agreement as a whole. The exercising of the foregoing rights shall not alter any of the specific provisions of this agreement.

3

ARTICLE 3 MEMBERSHIP

3.01 The Company agrees that it will keep in employment only members of the Union in good standing and membership in the Union as such shall be a condition of continued employment.

3.02 The Union shall be the sole judge of the good standing of its members. Any Employee who fails to become a member of the Union within the time limit set forth herein below or who fails to pay the required initiation fees and periodic dues and duly authorized assessments, as prescribed by the Union or who shall hereafter cease to be a member of the Union in good standing shall be immediately discharged upon written notice from the Union to the Company setting forth the reasons for discharge.

3.03 Expulsion or suspension of members by the Local Union shall be under regulations consistent with the constitution of the United Food and Commercial Workers International Union.

3.04 The Company agrees, when a new Employee is hired, to have him sign the current Membership Application for UFCW, local 832, as attached to this agreement, which will be forwarded to the Union, within ten (10) business days from the date of hire, along with the monthly check-off. The Company also agrees

to introduce a new Employee to the Union Shop Stewards who will provide information regarding union activity, a copy of the Collective Agreement and a benefit booklet. The Shop Steward(s) will ask the new employee to sign the membership application and will mail it to the Union. In the event that a new employee refuses to sign the membership application, the Company will address the situation.

3.05 All Employees, subject to the terms and provisions of this Agreement, shall be required to pay the initiation fee, periodic dues and duly authorized assessments established by the Union as a condition for good standing membership in the Union.

3.06 Upon termination/resignation, the Company shall provide the Union with a list containing the names of all employees who have terminated their employment.

ARTICLE 4 PROBATIONARY PERIOD

4

4.01 All newly hired Employees shall be advised and be deemed to be on probation during the first sixty (60) business days of employment and may be dismissed by the Company at any time during such probationary period unless such discharge is in contravention of Manitoba Labour or Human Rights Legislation. Upon the request of the Union Steward or designate, the Company will discuss the reasons for such release.

5

ARTICLE 5 CHECKOFF

5.01 The Company agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within thirty (30) business days following the end of each calendar month and shall be accompanied by a statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction, indicating which deductions were dues and which were initiation fees or assessments. The Company shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

5.02 The Company shall be held free and harmless from any and all claims for amounts of monies deducted from the Employees pay and remitted to the Union under the terms of this article.

5.03 The Company agrees that it will make provision for the withholding of final pay cheque to any Employee coming under the above provision, so that in the event the Employee is discharged, quits or is laid off or released, at the request of the Union, such Employees must clear all indebtedness (dues, initiation fees, and assessments) due the Union before receiving his/her final pay cheque.

5.04 The Company agrees that in the event of any negligence on its part in giving the Employee his/her final cheque before his/her indebtedness is paid to the Union, the Company will be

liable and will pay the Union any monies due to the Union from the Employee. It is further agreed that the Company will make payment to the Union as set forth above within one week after receiving notice from the Union.

ARTICLE 6 HIRING

6

6.01 The parties agree that it is desirable to stabilize employment in the industry by granting preference of employment to experienced persons and recognize that the Union's knowledge and experience within the industry, together with the sources of competent people available to it, can be of assistance to the Company in recruiting needed Employees. It is therefore agreed that the Company shall notify the Union whenever Employees are to be hired and shall afford the Union an opportunity to recommend job applicants. Similar notifications may be given to other sources of employment. The Company further agrees to give such job applicants due consideration.

6.02 The Company agrees to notify the Union in writing within five (5) business days upon the hiring of any new Employees.

ARTICLE 7 DISCIPLINE AND DISCHARGE

7

7.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present **during the investigation**

process, including interviews and/or meetings which could potentially result in a discipline or discharge only.

A full-time Union Representative shall be notified by the Company prior to **any disciplinary actions being administered and** shall be entitled to attend **the disciplinary meeting** providing they are readily available to do so.

7.02 All investigation interviews and/or disciplinary meetings shall be held in private and shall take place in a location on the Company's premises.

7.03 If the Union or the Employee consider such discharge to be unjust, the matter shall be handled in the manner more fully set forth in Article 24 hereof, provided the grievance is filed in writing with the Company and the Union within fifteen (15) business days after such discharge becomes effective.

7.04 In the event such discharge is determined to have been unjust, the Employee shall be reinstated in good standing, without prejudice or loss of seniority rights, and shall receive a negotiated settlement.

7.05 In the event any Employee is discharged, such Employee shall receive the full pay due him/her less any monies due the Union on check-off.

7.06 In the event any employee is disciplined or discharged the affected employee and the Union shall be given a copy in writing

of any disciplinary notice which is to be entered on an employee's personnel file. In the case of a written reprimand, a copy of said reprimand will be given to the Employee concerned and to the Union within fifteen (15) business days after the completion of the investigation of all the parties involved, or else such reprimand will be void.

7.07 Employees covered by this Agreement shall have access to their own personnel file, under the supervision of Management, upon written request by the employee involved. Upon request, Employees shall be given copies of any discipline documented in their personnel file.

7.08 Any Employee having one year of work without written reprimands placed on his/her record will not have previous written reprimands used against him/her for disciplinary reasons. Also these written reprimands will be removed from that person's record.

ARTICLE 8 UNION AFFAIRS

8

8.01 It is specifically understood and agreed that there shall be no restraint, coercion, interference or discrimination by the Company or any of its agents against any members of the Union, because of membership therein or the carrying on of any Union activities.

8.02 It is further understood and agreed that it shall not be just cause for the discharge of any Employee that such Employee engage in Union activities of any kind.

8.03 The Company shall recognize all Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Company further recognizes the right of the Shop Stewards to represent the Union in the workplace and report violations of the terms of the Collective Agreement to the Company.

8.04 The department steward and/or Union officer may, with permission from his/her supervisor, handle any Union business that requires his/her immediate attention. This permission will be granted without undue delay, taking into account work requirements. It is understood that this arrangement will not be abused.

8.05 **Union Representatives Visits**

After first notifying management of their arrival on site, duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Company's operations for the purpose of observing working conditions, interviewing members and unsigned members, and to ensure that the terms of the Collective Agreement are being implemented. A Union Shop Steward shall be entitled to accompany the full-time Union Representative at all times during such visits if it does not interfere with operations and all such time spent by the Shop Steward shall be considered as time worked.

The full-time Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Company shall allow each employee up to five (5) minutes of paid time in order to meet with the full-time Union Representative under the condition that this process should not be abused and interruption of operations shall be minimized.

Discussions between the full-time Union Representative and a bargaining unit member shall be held in private so as to not distract other employees and considering the efficient operation of the plant. Any such meeting shall take place in a location that is acceptable to the Union and the Company.

8.06 Officers and members of the Union shall be allowed time off without pay for official Union business with due regard given to production requirements of the Company.

8.07 **Bulletin Board and Decal**

The Company shall provide bulletin boards upon which notices concerning official Union business may be posted.

The Company may permit the Union to install the Union's decal on the Company's premises in locations agreed to by the Company.

8.08 Shop stewards are not to be rotated out of their department without consultation and agreement with the Union.

8.09 **Labour/Management Relations**

A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards from the Union and representatives/management from the Company. The full-time Union Representative will be present at these meetings. The committee shall meet **at a minimum of every 6 to 8 weeks** for the purpose of discussing matters of mutual concern. Time spent by bargaining unit employees in carrying out the functions of

this committee, within reason, shall be considered as time worked and shall be paid for by the Company. The expectation is that this time is during working hours **and the meetings will be scheduled at a time that allows the maximum amount of participants to be in attendance.** The committee shall not have jurisdiction to amend any of the terms and conditions contained in the Collective Agreement.

Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall **also** be provided with a copy of these minutes. The chairperson of this committee shall rotate at a frequency of six (6) months. The duties of the Chairperson, are to collect the topics from both parties to be discussed during the meetings, prepare and distribute the agenda, schedule and send the invites for the meetings, reinforce the meetings' rules, facilitate the meeting, ensure the efficiency of the meeting and produce meeting minutes. **The minutes must be approved by both parties no later than two (2) weeks following the meeting that had taken place. The minutes will be posted immediately after they have been approved by the parties.**

8.10 Orientation Meeting

The Company shall allow new employees one (1) hour during regular working hours in order to meet with a Shop Steward. Said Shop Steward shall also receive such time with pay. A full-time Union Representative shall be entitled to attend any such meeting with prior notification to the Company upon arrival on site. This meeting shall take place during the two (2) calendar weeks the new employee commences working for the Company.

ARTICLE 9

WORK SCHEDULE

9

9.01 Non-Continuous Shifts

(a) Eight (8) Hour Non-Continuous Shifts

The regular work schedule for eight (8) hour non-continuous operations for all Employees, shall be forty (40) hours per week divided into five (5) days of eight (8) hours each, Monday through Friday on either Day, Evening or Night Shift. It is understood that days off within the work week will be scheduled consecutively. All shifts to rotate.

For flexibility, the Company may require a schedule that consists of forty (40) hours per week divided into five (5) consecutive shifts (days, evenings or nights) of eight (8) hours. This will be offered by seniority.

(b) Ten (10) Hour Non-Continuous Shifts

The regular work schedule for ten (10) hour non-continuous shifts, shall be forty (40) hours per week divided into four (4) days of ten (10) hours each, Monday through Sunday on a Day Shift. It is understood that days off within the work week will be scheduled consecutively.

(c) Twelve (12) Hour Non-Continuous Shifts

The regular work schedule for twelve (12) hour non-continuous shifts shall consist of fourteen (14) shifts worked over a four (4) week period (Monday through Sunday work week) averaging forty-two (42) hours per week. All shifts will rotate.

The pattern of all twelve (12) hour non-continuous work schedules and any changes thereafter shall be discussed and mutually agreed between the parties before they may become effective.

(d) **Regular Starting and Quitting Times:**

Non-Continuous Shifts	8 hours/day 5 days/week 3 shifts 5 or 7 day operations	Days	8:00 - 16:30 1/2 hour unpaid lunch
		Evening	16:00 - 00:30 1/2 hour unpaid lunch
		Nights	00:00 - 8:30 1/2 hour unpaid lunch
	10 hours/day 4 days/week 1 Shift	Days	6:00 – 16:30 1/2 hour unpaid lunch
	12 hours/day 14 shifts in 28 days 2 shifts 7 days operations	Days	6:30 – 19:00 1/2 hour unpaid lunch
		Nights	18:30 -7:00 1/2 hour unpaid lunch

9.02 Continuous Shifts

(a) Eight (8) Hour Continuous Shifts

The Company may require a schedule that consists of forty (40) hours per week divided into five (5) consecutive days of eight (8) hours (Monday through Sunday workweek). This will be offered by seniority. If offered, it is understood that days off within the work week will be scheduled consecutively. All shifts to rotate.

(b) Twelve (12) Hour Continuous Shifts

The regular work schedule for twelve (12) hour continuous shifts shall consist of 14 shifts worked over a 4 week period (Monday through Sunday work week) averaging forty-two (42) hours per week. All shifts to rotate.

The pattern of twelve (12) hour continuous work schedules and any changes thereafter shall be discussed and mutually agreed between the parties before they may become effective.

(c) Regular Starting and Quitting Times:

Continuous Shifts	8 hours/day 5 days/week 3 shifts	Day	8:00 – 16:00 1/2 hour paid lunch
		Evening	16:00 - 00:00 1/2 hour paid lunch
		Nights	00:00 - 8:00 1/2 hour paid lunch
	12 hours/day 7 days/week 2 Shifts	Day	6:30 - 18:30 1/2 hour paid lunch
		Nights	18:30 - 6:30 1/2 hour paid lunch

Employees working on continuous shifts will be permitted to leave fifteen (15) minutes prior to the end of their shift if the relief operator is on site, a formal handover meeting has occurred and the employee has completed a full twelve (12) hour shift.

9.03 General Considerations for All Shifts

Advanced work schedules, for all shift operations of two (2) weeks, shall be posted one (1) week prior to start of such schedules and shall include schedules for Saturday and Sunday.

Any change in the posted schedule for all shifts during the regular workweek shall be paid for at a premium rate of time and one-half for all hours worked on the first day of such change, in addition to all overtime earned during that week. This penalty applies only in changing to temporary schedule and not in returning to regular schedule but under no circumstances

will the shift change penalty be paid because of the necessity of covering the shift of a scheduled person.

In the manufacturing department and dry houses or in any department operating shifts, an operator must remain on duty until the relief operator replaces him/her unless such operator is given permission by his/her supervisor to leave.

Employees working all shifts shall be permitted to trade shifts provided the shift trades are mutually agreed between the affected parties and prior approval is given by the department supervisor or manager.

9.04 **Maintenance Call-in Procedure**

In the event of a call-in for emergency work the following procedure will be followed:

- If a call in is required, the employee must contact a management representative as per the Site Escalation policy.
- Employees will be called in the order they appear in their trade blocks on the maintenance call-in sheet.
- Anyone listed on vacation should only be called once all other employees in their trade block(s) have been called.
- For each call mark whether they accept, refuse, or there is no answer and mark this on the sheet, as well as the date and time of the call.
- If there is no answer and there is a voicemail (VM) system available, a VM must be left indicating the purpose of the call. If there is no answer the call will be treated as if the request was refused and the next employee will be contacted. There will be no wait time for a call back. If the employee returns the call and the work has not yet been assigned they are eligible to take the call-in.

- The call-in sheet must be updated after each call-in to reflect the appropriate order of individuals in the trade blocks. Once an employee accepts or refuses a call-in they move to the bottom of the rotation within their respective trade block(s). If the employee's name appears in multiple trade blocks and they accept or refuse a call-in their name will be moved down in all trade blocks.
- Repeat this procedure for each separate call-in.
- A call-in is defined as contacting an employee at home for emergency cover only. This is when the contact happens within twenty-four (24) hours of the start time of the work.
- Employees may choose to opt out of the maintenance call-in procedure. This will be reviewed October 1 and April 1 of each year to ensure the employee wishes to continue to opt out. Should the employee opt to re-join the call in program then they will be added to the bottom of the current trade lists for which they are eligible. The Company reserves the right to re-instate any individual to the call in lists at any time should there be insufficient emergency coverage due to sickness, leave or any other unforeseen resource issues to ensure the continued efficient operation of the plant. The employee concerned will be informed seven (7) days in advance should this be required and will be permitted to opt out of the call-in procedure as soon as reasonably possible.
- The call in list will be kept up to date by management during normal business hours and manually by employees outside of normal business hours.

9.05 Operator **Call-In** & Coverage Procedure

When required to cover an operator position, the following procedure will be followed:

-
1. **Available operators to be called by seniority. For the purposes of this article available operators shall be defined as those operators who have not worked the previous shift or whom are not scheduled to work the next shift**
 2. **Available maintenance operator/spare shift power engineer will be called by seniority. For the purposes of this article available maintenance operator/spare shift power engineer shall be defined as those maintenance operator/spare shift power engineer who have not worked the previous shift or whom are not scheduled to work the next shift.**

A call in will only be considered when the request happens within **24 (twenty-four)** hours of the start time of the work and a **trained qualified maintenance operator** is not on site.

In the event that the shift being covered is a day shift during the week, the operator on night shift will be asked to stay and the spare will provide the coverage. Should the operator on night shift refuse to work, the procedure outlined above will be adhered to.

When it is necessary for an 8 hour non-continuous maintenance operator or spare shift engineer to cover for different 12 hour continuous operators or power engineers in the same week, all scheduled shifts being covered during that week must be either all days or all nights, unless in the event of an emergency or unforeseen circumstances. All hours worked shall be paid in accordance with article 10.06 – 10.08.

9.06 Rest Periods

Employees, except those engaged in twelve (12) hour non-continuous shifts and all continuous shifts, shall be given two **fifteen (15) minute** rest periods from work, **to be taken in a designated rest area**, one in the morning and one in the afternoon. These employees will also be entitled to a wash-up period **at the supervisor's discretion**.

Employees working non-continuous twelve (12) hour shifts shall be given three (3), fifteen (15) minute rest periods from work, **to be taken in a designated rest area**, one (1) in every four (4) hour segment of the shift. Employees in all non-continuous shift work patterns will be **entitled to** a wash up period **at the supervisor's discretion**.

ARTICLE 10 COMPENSATION & OVERTIME

10

10.01 All Employees coming under the scope of this Agreement shall be compensated for their services in accordance with Appendix "A", Base Wage Schedule, attached hereto, which shall form part of this agreement.

10.02 All Employees shall be paid weekly on Thursday, before or during working hours. In the event of a general holiday, employees shall be paid no later than Friday.

10.03 Except for Employees hired into Maintenance Class "A", Power House 2nd Class Steam Engineer and General Help classifications, all new Employees shall begin at the rate of five

\$5.00 less per hour than the rate specified in Appendix “A” Base Wage Schedule, for the first 2080 hours actual hours of active employment, at a rate of three \$3.00 less for the next 2080 hours actual hours of active employment. Thereafter, they shall receive the full rate.

10.04 **Schedule Changes**

For all continuous shifts, cancellation of scheduled Saturday and Sunday work (scheduled as per Article 9.03) will require a shift change penalty of four (4) hours pay. Non-scheduled Saturday and Sunday work will be confirmed by the end of the dayshift (4:30 pm) on the preceding Thursday or will likewise require a shift change penalty, but under no circumstances will the shift change penalty be paid because of the necessity of covering the shift of a scheduled person.

For non-continuous shifts, scheduling or cancellation of all scheduled Saturday and Sunday regular operations or overtime later than the end of the regular shift (4:30 pm) on the preceding Thursday, will require a penalty of four (4) hours pay, unless scheduling or cancellation is necessary due to absenteeism, fire, power failure, or Act of God. For this Section, “Scheduling” will mean personal notice to the Employee.

10.05 In the event any Employee working a twelve (12) hour shift schedule is requested to work outside his/her regular posted schedule, such Employee shall receive premium pay at the rate of time and one half for all such hours. In the event it is necessary to change the entire schedule, time and one-half shall be paid for the first change of shift in the shift change. This penalty applies only in changing to temporary schedule and not in returning to regular schedule, unless temporary assignment continues into the next pay week.

10.06 All work performed in excess of the employee's regular daily work schedule, shall be paid for at the rate of time and one-half. Double time to apply after three (3) hours of overtime contiguous to a regular shift.

10.07 All work performed on Saturday shall be paid for at the rate of time and one-half.

10.08 All work performed on Sunday shall be paid for at the rate of double time.

10.09 All work performed prior to the regular departmental starting times or after the regular departmental quitting times shall be paid at the rate of time and one-half.

10.10 **Available Overtime**

When overtime work is available it shall first be offered to the Employee doing the job, and thereafter to others in the department by seniority. This does not apply to the Maintenance Call-In procedure.

10.11 **Required Overtime**

When overtime work is required it shall first be offered to the Employee doing the job, and thereafter to others in the department by seniority. This does not apply to the Maintenance Call-In procedure and the Shift Operator Coverage procedure.

In the event that there are no volunteers for the overtime the Company will assign in inverse order of seniority an Employee qualified to perform the required work.

No Employee will be assigned to work more than four (4) hours overtime in a week. The Company agrees to inform the Union Steward and/or his designate prior to an Employee being required to work overtime.

10.12 In the event of overtime, the following conditions apply:

- i. Overtime of less than 1 hour - Work continues on beyond regular quitting time until work is completed.
- ii. Overtime of 1 hour to 2 hours - There will be a paid ten (10) minute stoppage of work for a rest period.
- iii. Overtime of more than 2 hours to 4 hours - There will be one paid fifteen (15) minute rest break from work and one paid thirty (30) minute meal break from work which includes wash-up time.
- iv. Overtime beyond 4 hours - After each 4 hours of work, there will be a paid thirty (30) minute meal break, including wash-up time from work. Between meal periods, a paid fifteen (15) minute rest break from work will be provided. Note, under no circumstances of the conditions of this clause, will two meal breaks be taken in less than 4 hours of one another.
- v. If notified after the start of the regular scheduled shift that overtime is required, a meal allowance of twelve dollars and seventy-five cents (\$12.75) will be paid after three (3) hours of overtime worked.

These overtime conditions apply before or after all work periods have been completed. Conditions i through iv do not apply to continuous shifts.

10.13 An Employee who works overtime shall be paid a minimum of one quarter (1/4) hour overtime and for any additional overtime in units of one-quarter (1/4) hours.

10.14 For the purposes of overtime, it is understood that the vacation period shall begin at the start time of the Employee's next regularly scheduled shift, and end at the beginning of the first regularly scheduled shift upon their return from vacation. All overtime will first be offered to Employees who are not scheduled to be on vacation. All work performed by Employees recalled from their scheduled vacation shall be paid for at the rate of double time.

10.15 **Rest Period Between Shifts**

All employees shall have the right to a **eight (8)** hour rest period before starting a regular scheduled shift. If an employee's regular scheduled shift start time falls within **eight (8)** hours of leaving work, the employee is not obliged to report at the scheduled shift start time and will suffer no lost wages as a result. If after his **eight (8)** hour rest period expires, there is still time remaining on the employees' regular scheduled shift, he would be required to report to work. If the employee does not report to work, they will suffer lost wages for the remainder of time in the shift and this would be considered as unauthorized leave unless otherwise approved by management.

If under the emergency call in procedure, an Employee is required to work after 12:00 am, the above will apply.

10.16 **Premiums**

For eight (8) hour shifts, Employees working on the shift ending nearest midnight shall receive a shift premium of

sixty (\$.60) cents per hour and all Employees working on the shift beginning nearest midnight shall receive a shift premium of eighty-four (\$.84) cents per hour. When shift workers are required to work overtime, the shift premium shall be added to their regular rate and the overtime rate applied to the total thereof. The Employee's basic shift shall determine the amount of shift premium applicable on overtime. No shift premium will be applied in the case of Employees working overtime into a higher premium shift.

For ten (10) hour non-continuous shifts, shift premiums will not apply.

For twelve (12) hour shifts, all employees working on the shift beginning closest to midnight shall receive a shift premium of ninety-six (\$.96) cents per hour. When shift workers are required to work overtime, the shift premium shall be added to their regular rate and the overtime rate applied to the total thereof. The Employee's basic shift shall determine the amount of shift premium applicable on overtime. No shift premium will be applied in the case of Employees working overtime into a higher premium shift.

Shift premiums for Employees on permanent shifts or the average shift premium for Employees permanently on continually rotating shifts shall be considered as part of the basic hourly rate for the calculation and payment of holidays, vacations, leave for death in the family and jury duty compensation.

Shift premiums for all employees on permanently rotating shifts shall be the average of the applicable premium for all hours worked.

10.17 Employees working twelve (12) hour shifts will have the eight (8) hours overtime premium earned in their forty-eight (48) hour work week paid out in their thirty-six (36) hour

work week. The payout shall consist of eight (8) hours overtime premium (four (4) hours regular time) plus shift premiums if applicable. This shall be referred to as the 21st shift premium.

ARTICLE 11

GUARANTEED WORK

11

11.01 Employees who report to work as scheduled shall be offered at least eight (8) hours work during the regular department work schedule on that day. An exception to this is in the case of fire, power failure, or Act of God in which case Employees shall be guaranteed four (4) hours work. If the Company is unable to schedule work of any kind, four (4) straight time hours pay will be given in lieu thereof.

11.02 Any Employee who has left the plant after completing his/her regular scheduled shift, and is called to work to perform specific emergency work, shall be paid for at least four (4) hours at double time. Any work beyond four (4) hours shall also be paid at double time, unless however, this becomes part of his/her regular scheduled shift, in which case the regular rate will be paid. The Employee shall not perform work other than emergency work.

11.03 It has been clarified that when an Employee is at work for an emergency and another emergency occurs, this will be considered the same call-in.

**ARTICLE 12
HOLIDAYS**

12.01 The following days shall be recognized and considered as paid general holidays and shall be considered as time worked for calculating weekly working hours :

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

12.02 Employees who are not required to work on the above days shall receive holiday pay for that day not to be less than the Employee's wage for regular hours of work on their current shift schedule.

12.03 Employees who work on the above days shall receive;

- pay for all hours worked, at the rate of time and one half (1.5); and
- holiday pay for that day not to be less than the Employee's wage for regular hours of work on their current shift schedule.

12.04 To be eligible to receive holiday pay, an Employee must have earnings in ten (10) of the last thirty (30) calendar days prior to the Holiday. However, to be eligible to receive holiday pay, a laid-off Employee must have worked within five (5) working

days prior to the day the holiday is observed. Days absent due to a doctor certified sickness in the waiting period required prior to being eligible to receive weekly indemnity payments, or who are absent on Company approved official union activities, will, for the case of this clause only be considered days with earnings.

Under no circumstances, however, will holiday pay be paid when Company sick pay, Health and Welfare or Worker's Compensation covers the holiday. However, if a holiday is observed during the period that an Employee is on Company sick pay, the Company sick pay will be topped up to eight (8) straight time hours pay. Also, if an Employee has worked in the week a holiday is observed, but was receiving Worker's Compensation benefits for the holiday, these benefits will be topped up to eight (8) straight time hours pay.

12.05 Should any of the above holidays occur on Saturday, they will be observed on Friday and should any of the above holidays occur on Sunday, they will be observed on Monday, unless otherwise prohibited by law. Holiday pay will be issued for the day the holiday is to be observed on. If an employee works on a general holiday, they will receive holiday pay and payment at time and one half (1.5x) for all hours worked or the option to take a day off paid in lieu of holiday pay within thirty (30) days at a mutually agreed time. The amount of holiday pay will be determined by the employees current shift schedule.

12.06 In the event regular operations are required on any of these holidays, notice by the end of the shift on the second to last working day prior to the holiday shall be given. In the event, however, the Company does not fulfil its posted schedule for holiday work the Employee shall receive four (4) straight time hours pay in addition to the holiday pay.

12.07 General holiday occurring on a non-working day for ten (10) or twelve (12) hour shift workers on shift operations:

When a holiday falls on a day that is non-working day for an Employee, holiday pay will be issued for the actual holiday; but the holiday shall be observed on the next working day (which includes the time-and-a-half penalty) or a day off without pay shall be granted **by mutual agreement** within thirty (30) days or be accumulated with the next annual vacation. This agreement is subject to Article 13.03 of the General Agreement in order to guarantee efficient plant operation.

13

ARTICLE 13 VACATION

13.01 The Company shall grant vacations with full pay to all Employees on the following basis:

<u>PERIOD OF SENIORITY</u>	<u>WEEKS OF VACATION ENTITLEMENT</u>	<u>HOURS OF VACATION ENTITLEMENT</u>
1 year	2.6 weeks	104 hours
4 years	3.6 weeks	144 hours
9 years	4.6 weeks	184 hours
17 years	5.6 weeks	224 hours
24 years	6.6 weeks	264 hours

Three (3) days of vacation will be allowed to be scheduled during the Holiday season in order to provide Employees with an uninterrupted Holiday season between Christmas and New Year's. However it is agreed that some Employees will be required to work in this period. Those Employees will receive three (3) days at some other time. Employees who choose not to use these vacation days over the Holiday season will be permitted to book them at any time.

Employees with less than one (1) year seniority will accrue vacation at the rate of one (1) day per month up to a maximum of ten (10) days for each vacation year until they have achieved one (1) year's seniority as of January 1st then they will be entitled to two point six (2.6) weeks' vacation entitlement as detailed above.

Each employee will have their vacation entitlement reviewed at the beginning of the vacation year and if their seniority is sufficient on January 1st then their vacation entitlement will be increased by one (1) week as detailed in the table above for the vacation year.

13.02 The period for taking vacations shall be from January 1st to December 31st. If an Employee has not scheduled all their Vacation by August 15th, the Company has the right to schedule that Vacation time for the Employee. Changes to vacation requests after August 15th will not be unreasonably denied.

13.03 Seniority shall be the governing factor in the choice of vacation, taking into consideration the efficient operation of the plant. Employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up.

13.04 **Vacation Scheduling**

The Company will post a vacation planner containing each employee's number of weeks of vacation entitlement by March 1st of each year. Employees shall indicate their preferences as to vacation dates before March 31st of the vacation year.

Employees who fail to indicate their choice of vacations within the above period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

If there is a conflict between employees' preferences in choices of vacation time, as per Article 13.03, seniority shall be the determining factor.

The Company will post an approved vacation schedule no later than April 15th of each year which cannot be changed except at the request of the employee or in exceptional circumstances impacting operations. Such requests for change of vacation by the employee will not be unreasonably denied by the Company.

Once the vacation schedule is finalized, vacation will be scheduled on a first come, first served basis. Employees are not obliged to book all their weeks of entitlement at the same time.

Should an employee's scheduled vacation be denied in the last two (2) months of the calendar year due to operational requirements, a maximum of two (2) weeks of vacation entitlement may be carried forward into the next vacation year so that the affected employee may take their vacation at a time of their choosing. Any vacation carried over must be taken in the first two (2) months of the new vacation year.

13.05 An Employee who has qualified for a vacation may request that vacation at any time beginning on or after January 1st of the vacation year.

13.06 No Employee shall be required to assume the duties of an Employee on vacation in addition to his or her own duties.

13.07 In the event a holiday occurs during an Employee's vacation period, he/she shall be paid for the holiday in addition to the vacation pay. This provision will also apply to holidays occurring during vacations taken after but contiguous to lay off. This provision will also apply to holidays occurring during the anticipated plant shutdowns for Employees who have previously had vacations approved for this period and are subsequently laid off.

13.08 To be eligible for vacations, Employees must meet the following requirements:

- a. Employees having one (1) to five (5) years seniority must have received compensation in at least twenty-six (26) weeks between January 1st and December 31st of the preceding vacation year.
- b. Employees having more than five (5) years seniority must have received compensation in at least eighteen (18) weeks between January 1st and December 31st of the preceding vacation year.
- c. The term "compensation" as used herein shall be deemed to include weekly indemnity payments received by the Employee and Workers' Compensation, provided however, that such weekly benefit payments may only be credited towards one vacation year.

Employees who have more than one (1) year's seniority on January 1st, who are not eligible for vacations, will receive vacation pay of 4% or 6%, if they have four (4) years seniority or more, including overtime and premium pay, for the qualifying year (January 1 to December 31st). Said payment shall be issued prior to the 31st of January.

13.09 Pay for vacation earned under Article 13.08 shall be as follows:

- a. Weeks of vacation entitlement earned under Article 13 will be paid at one (1) hour straight time earnings per hour of vacation entitlement or one point two (1.2) hours straight time earnings per hour of vacation entitlement if the Employee has received compensation an average of forty-eight (48) hours or more during at least a combination of any twenty-six (26) weeks, during the qualifying period.

OR

- b. For the first two (2) weeks' vacation entitlement only, Employees will be paid on the basis 4% of gross earnings, including overtime and premium time, for the period of qualifications described in Article 13.08. Whichever is greater.

In order to accommodate the vacation top-up outlined above, those employees who qualify will have their vacation accrual multiplied by a factor of one point two (1.2) in January of each year. For these employees, vacation will be subtracted from their vacation bank at the appropriate rate per day (8 hour day = 9.6 hours, 10 hour day = 12 hours or 12 hour day = 14.4 hours). For all other employees, vacation hours taken will be exactly subtracted from the vacation bank.

In order to permit all employees to have full days of vacation entitlement, upon request, shift workers will be permitted additional vacation contiguous to their vacation to a maximum of eight (8) hours per vacation year applied at the end of their vacation entitlement for the year.

13.10 Should an Employee who has qualified for a vacation in a vacation year be separated from employment with the Company for any reason during such vacation year before he/she has taken his/her vacation, he/she shall be entitled to his/her vacation pay.

13.11 If, during a vacation period, new wage rates are established, those Employees taking their vacations during that vacation period after the effective date of the new rates shall have their vacation pay calculated in accordance with the provisions of this Article, but at the newly established rates.

13.12 Subject to Article 13.03, Employees may schedule two (2) weeks of vacation one (1) day at a time.

13.13 In the event that an Employee is recalled from his/her scheduled vacation to perform work, he/she shall be granted equivalent time off without pay following the conditions outlined in Article 13.04.

ARTICLE 14 SENIORITY, PROMOTIONS, LAY-OFFS AND RECALL

14

14.01 The Employee's length of service for the purpose of determining seniority rights shall be deemed to have commenced on the first day of employment with the Company. In all cases of transfer, promotion, recall, increase or decrease of the number of Employees, seniority rights of the Employees shall govern. The principle of seniority shall govern in all cases, including the

filling of vacancies occurring in shift or new positions created. If vacancies occur in a higher rated position, seniority, including the ability to perform the work, shall be the controlling factor in the selection of Employees to fill such vacancies. The Company shall give notice of layoff to all Employees who are to be laid off five (5) business days prior to the effective date of layoff.

14.02 Seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, and recall after layoff, providing the more senior employee has the ability to be able to perform the normal functions of the job.

14.03 Reverse order of seniority shall be the governing factor in all matters of demotion, and layoff, providing the more senior employee has the ability to be able to perform the normal functions of the job.

During extended shutdowns, employees will be offered voluntary layoffs in order of seniority taking into consideration the operational requirements of the plant. If the required number of layoffs is not reached then the remaining required layoffs shall be given in reversed order of seniority.

Employees who volunteer to be laid off as noted above, will be required to take 50% of the shutdown time as vacation time. In the event of an odd number of layoff weeks, employees will need to round up the amount of vacation needed to be taken. For example, in the event of a seven (7) week layoff then employees will need to take four (4) weeks of vacation.

Extended shutdowns are defined as plant outages lasting six weeks (6) or more in duration.

14.04 All vacancies and newly created positions shall be posted within five (5) business days, for five (5) business days.–

14.05 In the event that qualified Employees are on authorized leave (excluding vacation), the Company shall notify such Employees of such vacancies or newly created positions by mail. The Employee must advise the Company if they want to bid by the closing date of the posting, this shall be in writing. Employees on authorized leave must return to work within twelve (12) months of the closing date of the posting to qualify for such vacancies or newly created positions.

14.06 In the event that qualified Employees are on vacation the Company shall notify such Employees of such vacancies or newly created positions by mail. The Employee will make every effort to advise the Company if they want to bid by the closing date of the posting, this shall be in writing. The Employee must advise the Company at the latest within three (3) days of returning from their vacation.

14.07 All postings will be awarded within five (5) business days of the closing date of a posting. **The successful candidate will be eligible for a trial period based on the type of posting being awarded. The trial period are as follows:**

1 day trial: - Operators class “A”, “B” and “C”
- Maintenance class “B”

Up to a 3 day trial: - Operators class “AA”
- Waste water treatment plant operator

Up to a 7 day trial: - Class “A” help
- Operators class “AAA”

Should a candidate not wish to remain in the posting once the trial period is completed then said employee can either return to his former position or the general labour pool. Employees are only allowed one (1) trial period per position for the life of the contract.

In the interests of ensuring the efficient operation of the plant and maximizing the benefits of the training period, a retention period of one year following the completion of the training period is mandatory for employees holding or posting into the positions of Cooker Operator, Maintenance Operator, Still House Operator and Maturing Tank Room Operators and cannot apply for vacant positions outside of these positions for a period of 1 year.

14.08 **Job Postings**

Management and the Union mutually agree to discuss changes to existing job descriptions before such changes are made.

14.09 It is understood that the transfer of an Employee from department to department shall not affect such Employee’s basic seniority rights.

Seniority rights of Employees shall terminate upon their discharge or resignation or accepting a job outside the bargaining unit.

14.10 An employee shall cease to have seniority rights and their employment status with the Company shall be terminated for all purposes if the employee:

- (a) is duly discharged by the Company and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) Seniority rights of Employees with less than fifteen (15) years seniority shall terminate if they have not worked at any time in a continuous period of thirty-six (36) months subject only to the Company's Human Rights Obligations;
- (d) If any Employee leaves his/her work or fails to report for work as scheduled, without notifying or having permission from his/her supervisor, except in the case of illness or emergency, such Employee may be considered as having permanently quit his/her work and shall forfeit all seniority rights. This clause will be applied only in the case of abuse.

14.11 In the restoration of employment, laid off Employees directed to return to work shall report for work at the time specified in the written notice or inform the Company within seventy-two (72) hours of inability to do so. Failure to notify the Company without good reason shall cause the Employee to be dropped from the roster of Employees. The Company will notify the Employee at the last address given on the personnel record.

14.12 Employees directed to return to work may request permission to be by-passed until the seniority roster of Employees has been exhausted. This provision shall apply only in the cases of recall for seasonal or temporary work.

14.13 When an Employee resigns from his/her classified position the Union Representative shall be advised by the employee.

14.14 If two employees are hired on the same day seniority shall be determined alphabetically by last name as of day of hire.

15

ARTICLE 15 JOB TRANSFER

15.01 Any Employee temporarily transferred or assigned to a higher rated position shall receive the rate for the position to which transferred or assigned for all time worked during that day including that portion of time in which he/she worked in a lower rated position. If a holiday occurs during the period where an Employee is in the higher rated position, the holiday pay will be calculated at the higher rate.

15.02 Temporary assignments to higher rated positions shall not exceed four (4) weeks. However, such period may be extended by mutual consent of the Union and the Company. Thereafter, they shall be filled as permanent jobs in accordance with Article 14.

15.03 It is agreed that only Employees who hold classified positions that are regularly in operation on a year-round basis and transferred temporarily or permanently to a lower rated position through the discontinuance of his/her permanent classified job shall receive his or her regular rate of pay while assigned or transferred to such position for a period of time equal to his/her complete weeks of service in the higher rated position not

exceeding twenty-six (26) weeks. Such Employees have bumping and training privileges, if they are qualified and choose to exercise them. When the rate retention period is determined (one (1) to twenty-six (26) weeks) that is the maximum payable by the Company, regardless of the number of bumps. The first Employee affected by discontinuance of a permanent classified job may bump, apply for a job posting if there is one, or elect not to bump. He/she upon bumping or receiving a posted job, will have rate retention terminated. In the case of bumping, the remaining weeks of rate retention, if any, will be applied on down the chain until they are used up. All persons displaced from their jobs due to a permanent job discontinuance have the right to bump for their rate retention period or thirty (30) days, whichever is greater. This paragraph will not apply to positions that are not regularly in operation on a year-round basis. No Employee who temporarily fills a higher rated job will continue to receive the higher job wage upon leaving the position.

15.04 If a permanent classified job is discontinued and the discontinuance is judged by the Company to be for a period of more than three (3) months, but not permanent:

- a. The temporarily displaced Employee will be assigned to a position for which he/she has the necessary qualifications and given adequate training to perform the job. In such cases, the prior permanent position wage rate will apply while assigned temporarily to a lower rated position for a period of time equal to his/her complete weeks of service in the higher rated position not exceeding twenty-six (26) weeks, or
- b. Alternatively, the Employee has bumping and training privileges, if he/she is qualified and chooses to exercise them. In such cases, the Employee will immediately start receiving the new position wage rate.

It is understood the Employees will maintain their residual right to, and will be obligated to, return to their regular job when operations recommence.

15.05 **Job Assignment during Shutdowns**

During shutdowns, employees' whose posted job classification continues to exist shall continue to perform the duties associated with their posted job classification. Said employees shall not be permitted to "bump" into another job classification during a shutdown so long as their posted job continues to be required.

Employee's whose posted job classification ceases to exist shall be permitted to select their job classification daily by seniority among the open jobs.

Rate retention shall apply as per Article 15.03 and Article 15.04.

Shutdowns are defined as plant outages lasting more than seven (7) days in duration.

16

ARTICLE 16 DEPARTMENTS

16.01 Nothing in this Agreement shall prevent an Employee from being transferred to work in any other classification, provided that such transfer is made in conformity with seniority rules, reductions-in-force, or when the transfer of any Employee is necessary because of work availability in other departments. It is understood of course, that an Employee so temporarily transferred shall return to his/her regular job or department when the need for this temporary service is no longer required.

16.02 Work Assignment Practices

Employees in the general labour classification will have preference of work assignments in a home department of their choice, taking into consideration seniority including the ability to perform all of the work that the Employee may be required to perform in that department.

Employees may change home departments only when a change takes place in the general work force which would generally affect labour requirements in the departments of the plant as follows:

- a. A posted lay-off;
- b. A posted recall;
- c. An increase in staffing in any department for a duration of one week or longer;
- d. Creation of a special crew for a particular project, etc. for the duration of one week or longer.

Additionally, Employees in the general labour classification may change home departments for medical reasons provided that: a bona fide medical certificate is presented; two (2) weeks' notice is given; this practice will not be abused; and that the Employee will be able to do the job. Seniority will prevail.

Employees whose posted position is not operationally required for the day, will be offered the available jobs within the general labour pool by seniority at the beginning of the work day. Once a rated job is chosen by an employee, said employee relinquishes bumping rights for the remainder of the work day. Should a rated job not require a full shift then the employee will be assigned duties for the remainder of the shift by a supervisor. If a rated job becomes available throughout the shift, that job will then be offered to

the most senior employee within the labour pool who is currently not in a rated job.

17

ARTICLE 17 LEAVES OF ABSENCE

17.01 Leaves of absence may be obtained from the Plant Manager, not to exceed twelve (12) months for illness or physical incapacity and for a period not to exceed thirty (30) days for personal reasons and/or Union Leave. If proven to have been obtained by fraud or misrepresentation, the Employee may lose all seniority rights and be subject to dismissal. Leaves of absence may be extended if circumstances warrant. A written application must be made by the employee to the Company and written confirmation of the approved/unapproved leave shall be given to the employee involved by the Company and a copy shall also be sent to the Union office by the employee.

17.02 An Employee held in custody, until found guilty under the Criminal Code, will be treated as though the Employee were on leave of absence.

17.03 It is agreed for compassionate grounds defined in Article **18.03**, leaves of absence may be granted as per Article **17** without interfering with the Employee's vacation entitlement.

17.04 The Company will pay the premiums to the insurance carrier for Employees off work on leaves of absence authorized by the Company for duration of less than thirty (30) days, as though they were at work.

17.05 **Union Convention/Conference/Education Leave**

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Company upon receiving a written request from the Union and on approval by the relevant Department Manager. The duration of any such leave shall not exceed five (5) business days per occasion. The Union shall give the Company written notice not less than fifteen (15) business days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall be subject to the same approval process

17.06 **Negotiation Leave**

The Company shall allow members of the Bargaining Committee time off with pay for the purpose of attending negotiations for the renewal of the Collective Agreement to a maximum of ten (10) working days. The Company shall compensate said employees for each day they are required to be in attendance at negotiations up to the stated maximum as though they had worked eight (8) hours. Additional time-off, if necessary, will be granted for the purposes of negotiations without pay.

17.07 **Maternity, Parental and Adoptive leaves**

Maternity, Parental and Adoptive leaves, as a minimum, will be granted in accordance with the Employment Standards Act of Manitoba, unless otherwise amended.

a) **Maternity Leave**

A pregnant female employee, who has completed seven (7) continuous months of employment with the Company; who has submitted to the Company an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; who has provided the Company with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery; and who has provided the Company with proof that she has applied for Employment Insurance benefits and that the Department of Human Resources and Skills Development (HRSD) has agreed that the Employee has qualified for and is entitled to such Employment Insurance benefits pursuant to section 22 of The Employment Insurance Act; qualifies for a Supplement to Employment Insurance (EI) Maternity Benefits as follows: Following completion of the two (2) weeks Employment Insurance waiting period, for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits that the Employee is eligible to receive and seventy-five percent (75%) of her *base* weekly rate of pay.

In case of personal non-work related medical issues, the employee may request additional leave as per Article 17.01.

b) **Parental Leave**

Employees who have worked with the same Company for at least seven (7) consecutive months and have become a parent by birth or adoption are entitled to Parental Leave. Parental leave can be taken for up to thirty-seven (37) weeks and must be taken in one continuous period, unless the Company otherwise agrees. Parental leave can begin up to one (1) year after the birth or adoption of a child. Employees who have taken maternity leave and also wish to take parental leave, must do so immediately

following the maternity leave, unless the Company otherwise agrees.

Employees requesting parental leave must give the Company at least four (4) weeks' written notice before the leave.

17.08 Seniority will accumulate during maternity and parental leaves of absence. All time off for maternity and parental leaves will be credited towards pension and other applicable benefits.

ARTICLE 18 BEREAVEMENT LEAVE

18

18.01 In the event of the death of a spouse or child, an Employee shall be given five (5) business days leave with full pay, just as he/she would have received if working.

In the event of the death of a member of the immediate family such as father, mother, sister, brother, mother-in-law, father-in-law, legal guardian, step-father, step-mother, step-sister, step-brother or step-children, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather or grandchild, an Employee shall be given three (3) business days leave with full pay, just as he/she would have received if working.

Spouse will include declared common law spouse permanently residing with Employee.

18.02 In the event of the death of an Employee's grandmother-in-law or grandfather-in-law, the Employee shall be given one (1) business day leave with full pay, just as he/she would have received if working.

18.03 Employees on approved leave of absence to care for members of their immediate family shall, in the event of death of said family member during such absence, receive the benefits set forth here above, providing that the Employee returns to work in a reasonable time following such death.

In the event that an employee experiences bereavement as referenced above while on lay-off, they shall be entitled to bereavement days for the purpose of attending to family matters related to the bereavement upon return to work.

In the event an employee suffers bereavement as referenced above during their scheduled vacation, they may contact their Supervisor to cancel their vacation, exercise their bereavement and reschedule the remainder of their vacation time at a later date.

19

ARTICLE 19 INJURY

19.01 For injuries occurring at work, and eligible for WC benefits, the Company will pay, on a weekly basis, monies equivalent to WCB payments. The WCB payments when issued will go to the Company. In this way, the Employee will be protected from interruption in earnings due to delays in processing the claim. The Employee will repay all monies paid to him/her by the Company if the claim is finally rejected by the WCB. Failure to repay will result in discharge and legal proceedings.

In the event that the Province of Manitoba reduces its level of weekly benefits the Company will pay the difference between the new and the old calculation during the life of this Agreement.

19.02 In the event any Employee is injured while at work and is required to leave work, he/she shall be paid his/her full wages for that day.

19.03 In the event any Employee is injured at work and such injury permits continued work but requires periodic visits to a doctor or hospital for treatment, such Employee shall be paid for all the time consumed in making such visits during regular working hours. Also, the Company shall furnish transportation during working hours. The Company also agrees to pay the injured Employee for time lost in required visits to the Workers' Compensation Board and to furnish transportation during working hours.

19.04 Any Employee temporarily requiring a change of job because of an occupational injury arising out of or in the course of his/her employment and subsequently subject to the provisions of the Workers' Compensation Act shall retain his/her rate of pay if transferred to a lower rated job until the case is adjudicated under the Workers' Compensation Act.

However, any Employee who is permanently transferred and is unable to resume his/her original job due to an occupational injury covered by Workers' Compensation, shall retain his/her rate until such time as the increments in wages bring his/her new position to the same rate of his/her original job. Thereafter, the rate of the job to which he/she was transferred will be applicable and any subsequent transfers would be covered by Article 15 of this contract.

19.05 Any Employee that as a result of an injury while at work who requires a modified work environment: at any discussion pertaining to his/her injury or modified work requirements, the union president or his/her designate shall be present.

**ARTICLE 20
UNIFORMS AND EQUIPMENT**

20.01 The Company agrees to furnish all Employees with uniforms.

- a. With the understanding that an Employee will wear them at work, the Company will pay to each Employee on each February 1st over the life of the contract, \$220 for purchase of three (3) sets of uniforms per year per Employee and shall keep additional sets readily available in case Employee's uniforms are damaged beyond repair in the performance of their job. Two (2) pairs of coveralls will be provided to those Employees who require these for their nature of work and the coveralls will be cleaned and laundered at Company expense.
- b. The Company will supply one (1) parka and two (2) pairs of mitts as required for the members of the Maintenance Department, the Maturing crew, the Boiler House Operators, the Grain Handlers, and the Cleaners who are involved in outside work during cold weather or work in cold buildings. This winter clothing shall be of good quality and will have to be kept on the plant premises and will be issued on an individual basis.

20.02 The Company shall supply all necessary Personal Protective Equipment (clothing and equipment) for Employees to perform their work.

20.03 With the understanding that an Employee must wear them at work, the Company will pay to each Employee on each

February 1st over the life of the contract, \$260 towards the purchase of C.S.A. approved safety shoes.

With the understanding that an Employee must wear them at work *and with proof of purchase*, the Company will reimburse an Employee a maximum of \$450 over the term of this agreement towards the purchase of prescription safety glasses.

Prescription safety glasses in this paragraph are to include both the lenses and the frames. Both the lenses and the frames are to be C.S.A. approved or equivalent. The cost to the Company of such articles shall not exceed the amount of the standard prices of C.S.A. approved articles.

20.04 The Company agrees to furnish all tradesmen Employees with appropriate hand tools.

20.05 Any employee who is hired after February 1st shall have each of their annual allowances pro-rated for the remainder of that year and be eligible on completion of their probationary period as detailed in article 4.01 backdated to their hire date.

ARTICLE 21 OUTSIDE CONTRACTORS

21

21.01 It is agreed **that no work regularly performed by Maintenance department Employees in the bargaining unit** shall be contracted out or performed by any other Employees, unless the minimum compliment of tradesmen is fully employed at a minimum of forty (40) hours per week per employee.

For the purposes of this article, a minimum compliment of tradesmen shall consist of twelve (12) Maintenance Class A & B positions, which can include a maximum of two (2) apprentices in any of these trades. This shall not limit the Employer from employing more than two (2) apprentices.

In the event that this requirement is not met at any time, the Employer shall be required to offer an equivalent number of overtime hours to persons in Maintenance Class A & B positions until such time as the minimum requirement is satisfied.

In the event of a vacancy in Maintenance Class A that results in the minimum compliment of tradesmen no longer being satisfied, the Company shall have four (4) weeks from the date of the vacancy to fill the posting before the overtime requirement outlined above shall be applied. During the term of any vacancy, the Company shall be required to actively recruit to replace said vacancy.

Outside the Maintenance department, it is agreed that, no work regularly performed by Employees in the bargaining unit and no work that falls within the current duties of the posted positions, shall be contracted out or performed by any other Employees.

All contractor work shall be communicated to the shop stewards in writing with a minimum of five (5) calendar days prior to the work commencing and shall include evidence for the work needing to be performed by an outside contractor.

21.02 The notice period in Article 21.01 shall not apply for any contractors that are included in the annual contractor notification list which is to be reviewed and mutually agreed upon on an annual basis during the

first Joint Labour Management of every calendar year or sooner if necessary.

ARTICLE 22 HEALTH AND WELFARE PROGRAM

2

22.01 The Company agrees to execute and abide by the terms of the Health and Welfare Program.

22.02 Premiums, if required, for Provincial Basic Hospital Insurance and Medicare schemes will be paid directly by the Company.

22.03 An Employee who falls sick or is disabled during employment will benefit from a four-phase coverage:

a. **Company Sick Pay**

Effective February 1, 2016, an employee will receive fifty percent (50%) pay for the first day lost through sickness or disability up to a maximum of two (2) days per calendar year. Any subsequent first day lost through sickness or disability shall be without pay. Following the first aforementioned lost day, an Employee will receive seventy five percent (75%) pay for any day lost through sickness or disability for all days in the waiting period prior to eligibility for weekly indemnity payments. The above holds for unlimited times in any year and the period of illness

need not extend to where the Employee qualifies for weekly indemnity payments. However, where the Employee qualifies for weekly indemnity payments, the Employee will receive seventy five percent (75%) pay for all days in the waiting period.

b. **Weekly Indemnity Payments**

The Company will pay premiums to a private carrier, providing a weekly benefit for a maximum of twenty-six (26) weeks following the waiting period. The twenty-six week (26) period will cover one or more illnesses during the same absence. Details of the plan are to be found in the Health and Welfare handbook. The weekly benefit will be twenty-five (25) times the job's hourly rate

c. **Long Term Disability Insurance**

A long term disability insurance plan will provide Employees with a monthly benefit of **twenty-two hundred dollars (\$2,200.00)** per month benefit commencing after the exhaustion of weekly indemnity payments, to the age of 65. The Company will pay the premiums **to support one thousand two hundred and forty-five dollars (\$1,245.00), pre-tax, of this monthly benefit. Employees will pay the premiums to support the remaining nine hundred and fifty-five dollars (\$955.00) portion of the monthly benefit.** Details of the plan are outlined in the Health and Welfare handbook.

d. **Pension**

The Long Term Disability Insurance Plan will maintain Employee's service in the Company Pension Plan, including years in which the Employee received Long Term Disability benefits. Details to be found in the Health and Welfare handbook.

22.04 The Company will pay one month's premiums to the carriers for Employees with five (5) or more years seniority, if they are away from work because of layoff. The Company will pay premiums to the above mentioned carriers for Employees with five (5) or more years of seniority if they are away from work because of sickness covered by Company sick pay or by weekly indemnity.

The Company will pay premiums to the above mentioned carriers for Employees unable to perform any work and who are on Long Term Disability or Workers' Compensation.

The Company will pay premiums to the above mentioned carriers for Employees away from work on authorized personal leaves of absence of less than thirty (30) days.

22.05 Retirees will be covered for semi-private hospital, prescription drugs and vision care except as otherwise provided under Federal or Provincial Law.

Employees retiring after February 1, 1997 will also be provided with a basic dental Plan.

22.06 The Company will pay the premiums towards a dental and travel insurance health plan. Details of the plans are to be found in the health and welfare handbook.

22.07 Effective February 1, 2000 new retirees will be provided with a life insurance equal to: 2080 hours multiplied by their wage base rate (excluding premiums and rounded to the highest \$100) in effect on February 1, prior to their retirement date. This amount will apply for the first five (5) years of retirement, or to age 65 whichever is first, and then reduced to 50% thereafter.

22.08 The Company reserves the right to select carriers that provide the most efficient and qualified service for all negotiated benefits. No benefits or premiums will be provided that duplicate present or future obligatory Government plans. The Company agrees to discuss a change in the carrier prior to implementation. The present level of benefits and services will not be reduced as a result of change in carrier.

The Company shall provide the Union, upon request, with current copies of the Plan Text from the benefit providers.

22.09 Effective February 1, 2000 the Company will pay premiums to provide active Employees with a life insurance equal to: 2080 hours multiplied by the Employee's base wage rate (excluding premiums and rounded to the highest \$100) in effect on February 1, prior to the date of death. Also, effective February 1, 2000 an Accidental Death and Dismemberment insurance of up to \$50,000 is provided.

22.10 Upon the death of an active Employee, the Company will pay premium for semi-private hospital, prescription drugs, and vision care except as otherwise provided under Federal or Provincial Law, for the spouse and eligible dependants until the spouse dies or remarries. Dental benefits will continue for twenty-four (24) months after the death of the active Employee unless the spouse dies or remarries.

22.11 The Company will pay premiums for children of eligible Employees until age twenty-five (25) if unmarried, attending school or university as full-time students, and who are primarily dependant on the parent(s) for support, for prescription drugs,

semi-private hospital, vision care, and dental except as otherwise provided under Federal or Provincial Law.

22.12 Upon the death of a retired Employee, semi-private hospital, prescription drugs and vision care will continue for the spouse and eligible dependants until he/she dies or remarries. Basic dental coverage will continue for twenty-four (24) months after the death of a retired Employee for the spouse and eligible dependants unless the spouse dies or remarries.

22.13 The Company will reimburse the Employee for the cost of completing Social Security forms and medical certificates as required to qualify for company benefits to a maximum of **\$80.00** per Employee per occurrence.

ARTICLE 23 EXISTING CONDITIONS

23

23.01 The parties agree that existing working conditions, employment conditions, and benefits which may be more favourable in any aspect than provided for herein, shall be continued whether or not referred to in this Agreement.

The Company and the Union agree to discuss and evaluate any issues that arise during the lifetime of this agreement in order to achieve an outcome that is favourable to both parties.

ARTICLE 24 GRIEVANCE PROCEDURE

24.01 Any complaint, disagreement or difference of opinion between the Company and 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.

24.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Company shall promptly supply such information in writing to the Union within ten (10) business days from the date of the request.

For the purposes of this Article, there shall be no more than five (5) business days in any one (1) calendar week.

24.03 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) business days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

24.04 It is understood and agreed that nothing in this agreement shall prevent an Employee from discussing a problem or complaint with his/her immediate supervisor without recourse to the formal grievance procedure.

24.05 The procedure for adjustment of grievances shall be as follows:

STEP 1: By a discussion between the employee and the Shop Steward and/or Union Representative with the Manager or their designated appointee including exchange of the Grievance Investigation Form, the parties will discuss the grievance. The Manager or their designated appointee shall reply to the grievance in writing, to the Union, within ten (10) business days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

STEP 2: Within ten (10) business days of the decision being made at Step 1, a written grievance may be submitted by the Union to the Manager, Human Resources or designate. The nature of the grievance, the Article or Articles of the Collective Agreement alleged to have been violated and the remedy sought shall be clearly set out in the written grievance. The parties shall hold a Step 2 grievance meeting to discuss the grievance within ten (10) business days after receipt of the written grievance at Step 2. The Manager, Human Resources or designate shall, within ten (10) business days after such meeting render his or her decision in writing to the Union Representative. If the matter is not taken up within ten (10) business days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

24.06 If a satisfactory settlement cannot be reached, then upon request of either party within fifteen (15) business days of receiving the final written decision from either party but not

thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 30.

24.07 The Company and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Company and the Union.

24.08 It is understood and agreed by the Union and the Company that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual agreement between the Union and the Company.

24.09 In the event that through the grievance or arbitration process any payment is owed from the Company to an employee(s) or the Union, said payment shall be remitted within twenty (20) business days of the grievance if payment is owed to the employee(s). In the event that payment is owed to the Union, said payment shall be remitted within forty-five (45) business days from the day the information is submitted to the Company's payment office. In the event that there is a delay on the part of the Company, an emergency payment will be requested by the Company.

ARTICLE 25 ARBITRATION

25

25.01 If the Union and the Company cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an arbitrator. If agreement cannot be reached within ten (10) business days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an arbitrator.

25.02 Unless otherwise mutually agreed to between the Union and the Company, an arbitrator must hear and determine all matters in dispute within sixty (60) business days of their appointment.

25.03 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.

25.04 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as deemed essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.

25.05 The findings and decisions of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

25.06 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances so that there shall be no disruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this article.

25.07 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

26

ARTICLE 26 STRIKE BOUND GOODS

26.01 Employees shall have the right to refuse to handle, work on, ship or in any manner deal with any merchandise on behalf of any Company who is engaged in a labour dispute with the International Union or any of its Local Unions.

Employees shall have the same right regarding any merchandise destined to or emanating from any establishment involved in a labour dispute with the International Union or any of its Local Unions, nor shall the Company request any Employee to perform any such work.

Written notice by registered mail from the UFCW Canada President, which shall outline the facts of the dispute and the parties involved, shall constitute the necessary condition for the operation of this provision.

26.02 Employees shall have the right to refuse to cross any picket lines established by any Local Union affiliated with the United Food and Commercial Workers International Union and/or any affiliates of the C.L.C.

ARTICLE 27 HEALTH AND SAFETY

27

27.01 The Company agrees to make all necessary provisions for the protection, safety and health of the Employees. To that end, the Company recognizes and agrees to co-operate with the Plant Safety Committee.

The Company, the Union and all Employees will make every effort to comply with the Manitoba Workplace Safety and Health Act and regulations.

The Company will readily advise the Union Safety Committee Co-Chairperson when any incident at the plant could or does result in an injury to an Employee.

27.02 All new Employees shall be given an orientation course which will include Health and Safety matters and procedures and evidence of such training will be supplied to the Union Safety Committee Co-Chairperson.

27.03 The Company shall establish a joint Labour/Management Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct workplace inspections of the Company's operations prior to each meeting. The committee shall be comprised of three (3) members chosen by the Union and one (1) or two (2) management persons. A full-time Union Representative and/or guests may also attend these meetings from time to time, if mutually agreed between the parties. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all

employees to see. The Union committee representatives will also send a copy of said minutes to the Union office. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

27.04 One of the duties of the Safety and Health Committee is to review and update where necessary safety rules and procedures relative to plant operations.

27.05 All employees of the Safety and Health Committee shall receive paid time at regular or premium rates to carry out their duties required on the health and safety committee.

27.06 The Company shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the Joint Labour/Management Safety and Health Committee to attend safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union. The Company shall not be required to pay lost wages in excess of sixteen (16) hours per Committee member from the bargaining unit, per calendar year. Time off in excess of sixteen (16) hours per calendar year shall be considered and approved if mutually agreed upon between the Company and the Union. In the event that the Union requests such additional time off for training, it shall be without pay. In the event that the Company requests such additional time off for training it shall be compensated by the Company.

27.07 In situations where an employee believes that a safety and/or health hazard exists, the employee must immediately report it to their manager or supervisor. If the employee believes on reasonable grounds that the work constitutes a danger to his or her safety or health, and immediate action to correct the situation is not taken, the employee shall be entitled to refuse to perform that particular job function. If the employer does not immediately remedy the dangerous condition, then management must then notify the worker co-chair of the joint Labour/Management Safety and Health Committee. An inspection shall be immediately conducted with the Manager, worker and committee co-chair to determine whether there is an imminent danger or a threat to health. If the joint Labour/Management Safety and Health Committee is in disagreement or management does not implement the required recommendations to rectify the hazard, then it can be elevated to a labour officer within the province. During this time period the employee shall be assigned to perform other job functions that they are capable of doing.

27.08 The Company shall determine site requirements regarding first aid training. The Company shall coordinate and pay the tuition costs of any employee who completes a first aid course, or any other course that has been approved by the Company.

27.09 In the event that an employee has a concern with any safety matter on the plant site, they are encouraged to bring the issue to the attention of management or a member of the Health & Safety Committee for review and follow-up through the joint safety committee.

ARTICLE 28 GENERAL CONDITIONS

28.01 Masculine or Feminine Gender

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female Employee, be read with the necessary changes to express the feminine, and vice versa.

28.02 Benefits for Newly Hired Employees

Except for Employees hired into Maintenance Class "A" and PowerHouse 2nd Class Engineer classifications, no new Employee shall be qualified or eligible to receive Weekly Indemnity, miscellaneous medical care benefits, dental, travel insurance health plan, vision care and medical certificate reimbursement until they have completed 1560 hours of actual hours of active employment. Dependents will be eligible for benefits at the same time.

28.03 Newly Created Jobs

In the event at any time it becomes necessary for the Company to create a new job or jobs, the Company agrees to discuss the rates for such jobs with the Union in advance. In the event that a dispute arises concerning the above, the Union may process same in conformance with Article 24.

28.04 In the event that, due to changing conditions, it becomes necessary to combine or consolidate existing jobs, the Company agrees to discuss such changes with the Union in

advance. In the event that a dispute arises concerning the above, the Union may process same in conformance with Article 24.

28.05 It is agreed that all Employees who are presently receiving above the minimum wage rate as set forth in Appendix "A" hereof shall not have their rates reduced as a result of this Agreement.

28.06 It is agreed that as many special Constables, Maintenance Employees and Power House Employees as may be deemed necessary by the Management for the proper protection and maintenance only of the property shall be permitted to report for and remain on duty on their regularly scheduled shifts in the event of a strike.

28.07 **Absence From Work**

No Employee shall be absent from work without first having obtained permission from the supervisor or Department Manager, except in cases of illness or circumstances beyond the control of the Employee. In such cases, the Employee should attempt to advise the Company as soon as possible. Employees absent without good reason shall be subject to suspension and/or discharge.

28.08 **Job Rotation**

In the manufacturing department, including the dry house, operators may be rotated from job to job for purposes of training and education at the discretion of the Management, provided all parties agree to the rotation.

28.09 **Training**

An Employee who requires training for a higher rated job will receive the higher rate after successful completion of the training period. During the training period, the Employee will remain at the rate of the lower rated job. This will apply only to Employees who commence their training after the ratification date and will not apply to the trades apprenticeship programs.

28.10 **Maintenance Stores**

It is agreed that when extra help will be required periodically in the Maintenance Stores Department when replacing or receiving inventory, this will be supplied by union labour.

28.11 **Voluntary Fire Department**

It is recognized and understood that in the event Employees are absent during regular working hours when attending calls as a member of a Voluntary Fire Department, there will be payment of wages to Employees absent for this cause.

Where operationally possible the Company will allow Employees to leave work with the approval of their Team Leader, Department Manager and/or Site Director.

It is understood that this consideration will not apply to Employees working on Continuous Shifts.

28.12 Transportation allowance is to be fifty-two cents/km (52¢), for the length of the contract, when using own vehicle for Union/Company business; also Workers' Compensation. During business days, mileage total should be reduced by round trip mileage from home to principle workplace.

28.13 It is agreed that Employees who are on L.T.D. and are able to return to work, based on their doctor's certified approval and capabilities assessment, will return to their posted position.

28.14 The Union shall continue to receive copies of all postings, lay-off notices, recall notices and awards.

28.15 Lost wages, while taking a medical required for Air Brake Endorsement and for a licence to operate the Maturing Barrel Transport or Plow Truck, up to a maximum of three (3) hours, will be replaced.

Note: This only applies to those Employees who hold a Classification and are required by the Company to operate the above noted equipment. This article also applies to those Employees who do not hold the above classifications and have agreement from the Company.

The cost of medical expenses required for licence shall be reimbursed by the Company.

28.16 Harassment and Discrimination Free Workplace

The Union and the Company recognize the right of the Employee to work in a harassment and discrimination free environment as defined by the Manitoba Human Rights Act.

28.17 All retirees will be notified of changes in benefits provided by the Company.

29

ARTICLE 29 JURY DUTY

29.01 An Employee who is absent from work when called for jury duty, or to act as Crown Witness, he/she will receive the difference between what he/she received as jury or witness fees and his/her regular daily earnings, provided satisfactory proof is submitted to the Plant Manager, that he/she was called for jury or witness duty, and secondly, that he/she returned within a reasonable time to his/her work assignment.

29.02 It is further agreed that this provision will apply to excuse absences related to jury or witness duty, from shift work on the shift immediately prior to or immediately following the day in which jury or witness duty was served.

30

ARTICLE 30 BASE WAGE RATE

30.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement. The hourly rates of pay provided for in Appendix "A" apply to job classifications and not to individuals.

31

ARTICLE 31 TECHNOLOGICAL CHANGE

31.01 The provisions of this article are intended to assist employees affected by technological change and to adjust to its effects.

31.02 Eligible employees in this article shall refer to full-time employees who have completed their probationary period and have seniority rights.

31.03 If the Company implements a technological change as defined in the Labour Relations Act of Manitoba then the Company will comply with the terms defined in the Act.

ARTICLE 32 **APPRENTICESHIP PROGRAM**

32

32.01 **Scope**

The Company agrees that the following is the procedure for the Apprenticeship Training Program in conjunction with the Manitoba Department of Labour to provide the Company with a source of qualified trades' people. The need for the number of apprentices will be reassessed by the Company periodically.

32.02 **Selection Process**

The apprentice selection process is as follows. Any apprentice positions will be open posted in accordance with the provisions in the Collective Agreement. The applicants from a posting will be assessed according to the following gates. Applicants that do not meet the criteria will not proceed to the next steps.

- Absenteeism of not more than 3% (target is fixed for the life of the current Collective Agreement)
- A clean discipline record (no written or greater disciplinary incidents) over the previous 12 months

-
- Grade 12 or equivalent (documentation will be required)

If an employee is disqualified for attendance they will be permitted to reapply after twelve (12) months in the event that an apprentice position is posted.

The following will be tested for, on work time:

- Mechanical/electrical aptitude
- Mathematics
- Workplace Personality Index
- Mechanical dexterity
- Medically & physically for to perform role
- Risk index

Applicants who successfully pass the above gates will proceed through to two (2) interviews. The first consisting of one Team Leader and one Manager, who will recommend applicants for the next interview. The second consisting of the Engineering Director or Site Director who shall have the final recommendation.

If all the criteria listed above are relatively equal, the final tie breaker between applicants shall be seniority. In the event that a candidate is not successful, they shall be advised as to the reasons why they were not selected.

32.03 **Award**

The successful candidate will be awarded the apprenticeship position. The candidate will have five (5) days to accept the offer. Should they decline the offer then it will be awarded to the second choice candidate. Should all candidates decline or there be no successful candidates, the Company will post the position for external applications. When a successful candidate accepts the offer the candidate and the Company will

sign the appropriate apprenticeship agreement as required by Manitoba Apprenticeship.

32.04 **Training**

Apprentices will be trained in accordance with the Manitoba Ministry of Labor Apprenticeship and Certification program in conjunction with a locally certified college. Training at the selected certified college may be given either during or after the normal working day. Apprentices will not receive compensation for time spent in school if this time is outside the normal working hours of the apprentice's current working schedule. Apprentices will be responsible for travel to/from the college. Apprentices will receive compensation for training conducted during their regular work schedule and will be compensated for travel and accommodations in accordance with Diageo's travel policy. Time-off to participate in the Apprenticeship program will not be unreasonably denied. Seniority will continue to accrue as per the Collective Agreement during participation in the Apprenticeship program. Apprentices will perform work in accordance with the Apprenticeship Act including appropriate supervision by the applicable trade.

The Company will pay for tuition & books. Should an employee be required to repeat a course, the employee will cover the tuition cost for the repeated course.

When applicable, prior learning will be assessed in conjunction with Apprenticeship Manitoba in the event that an apprentice may challenge an exam(s) based on prior learning and work experience.

Apprentices are expected to book their annual vacation such that it does not interfere with training at a certified college.

Apprentices must comply with all trade school attendance requirements and pass appropriate exams.

Upon completion of the apprenticeship program all participants shall be required to write the Provincial Journeyman's Certification exam. The participant will have two (2) years to pass the exam & obtain the Provincial Journeyman's License and at which time they will then receive full trades wage rate. Should the apprentice not successfully pass the exam & obtain the Provincial Journeyman's License within the two (2) year period they will follow the procedure for exiting the program.

32.05 **Supervision**

Apprentices will be considered part of the Maintenance department for the duration of their training and be under the immediate direction of the supervisor of the Maintenance Department or any person delegated by the Company to perform this duty.

32.06 **Exiting the Program**

An apprentice may only request to exit the program for a valid reason. An apprentice requesting to exit the program will be considered for re-assignment to the General Help group. Upon reassignment to the General Help classification they will retain full seniority for time spent in apprenticeship program.

The apprentice may be removed from the program by the Company for;

- Failure to pass course material/inability to learn – apprentices will be provided with two opportunities to complete each level
- Poor attitude (documented through progressive discipline)
- Unsafe working practices

Apprentices are required to follow reasonable instructions in the workplace and comply with Company procedures or processes. Failure to do so may result in progressive discipline which could include removal from the program.

Any apprentice who leaves the Company during or following completion of their Apprenticeship will be expected to reimburse the Company as follows for educational expenses incurred:

- If the individual leaves the Company during the apprenticeship program or within one (1) year of program completion they will be required to reimburse 100% of educational expenses
- If the individual leaves the Company within two (2) years of program completion they will be required to reimburse 50% of educational expenses

Upon request, the Company will provide information with regards to hours completed as part of the apprenticeship program to a current or former employee.

Apprentices who exit the program for a valid reason, or who leave the Company after completing two (2) years' service post apprenticeship, will not be subject to any reimbursement.

32.07 **Pay Rates**

Apprentices will be paid according to the following schedule of wages:

- 1st 2000 hours: General Help Rate
- 2nd 2000 hours: Trades Rate less 20% per hour
- 3rd 2000 hours: Trades Rate less 15% per hour
- 4th 2000 hours: Trades Rate less 10% per hour

Upon satisfactory completion of the Apprenticeship Program, the apprentice will obtain skilled trades seniority as of the starting date of the apprenticeship, minus any time spent on layoff or in production due to exercising transfer rights in lieu of layoff.

In the event of a reduction or lay off within the Maintenance group, the apprentices will be transferred out of their Maintenance group ahead of the regular Maintenance trades personnel. The apprentice will be assigned to the General Help assignment with full seniority for time spent in apprenticeship if they have seniority rights over the current employees in the General help group.

When their Maintenance group reverts to its previous level, the apprentices will be automatically transferred from the work force in order of seniority into their Maintenance group without the necessity of re-posting the positions.

Any time spent on Weekly Indemnity, LTD, layoff or re-assignment will not count towards the accumulation of hours for the apprenticeship program.

32.08 **Overtime**

Apprentices will be considered for overtime after the trades list is exhausted and provided they have the necessary skills to perform the task. Apprentices will not work overtime unsupervised by a journeyman in the appropriate trade. Apprentices will be asked for overtime in order of trade and seniority. Apprentices will not be eligible to be called-in under the Maintenance Call-in Procedure.

32.09 **Definitions**

Skilled trades for the purpose of this agreement shall be:

-
- Millwright
 - Electricians
 - Instrument mechanics
 - Welders
 - Automotive mechanic

The term “journey person” as used in this agreement shall mean any person:

- Who presently holds a journey person classification in a skilled trades occupation as listed above

32.10 The Joint Labour Management Committee will monitor the apprenticeship policy and review it at least on an annual basis.

32.11 **Third (3rd) Class Power Engineers**

The third (3rd) class power engineers shall be handled as follows with respect to compensation and progression to a Second Class Power Engineer role.

Rate of pay:

- 80% of Second Class Power Engineer rate during the probationary period
- 85% after successful completion of the probation period
- 90% after successful completion of 50% of the required exams for the Second Class Power Engineer (50% represents 3 exams)
- 100% after successfully obtaining the Second Class Certificate Power Engineer for all hours worked

Note: Once training is complete all hours operating will be compensated at 100% of the Second Class Power Engineer Rate. **Compensation shall also be at 100% of the Second Class Power Engineer Rate during the training period but only when the Third Class Power Engineer is operating alone. In such instances, the Third Class Power Engineer shall be expected to be held to the same level of responsibility and liability as a Second Class Power Engineer.**

Timelines for obtaining the Second Class Certificate Power Engineer:

- 50% completion toward the Second Class Certificate after one (1) year of service
- 100% completion and obtaining Second Class Certificate after two (2) years of continuous service

Progress should be at the rate of one (1) exam successfully completed every four (4) months. The candidate requires six (6) exams, therefore, two (2) years will give the candidate enough time to successfully complete his Second Class Certificate. The Employer will reimburse the candidate for all exam costs.

In the event that the candidate is at risk of not meeting the timeline requirements outlined above, the Employer, the Union and the candidate shall meet six (6) months in advance of the deadline to discuss a plan to ensure appropriate completion. At the Employer's discretion, an extension may be granted.

In the event that a candidate cannot complete the program, they will be re-assigned to the General Help group. Upon reassignment to the General Help classification they will retain full seniority for time spent in the power house.

ARTICLE 33 EXPIRATION AND RENEWAL

33

33.01 This Agreement shall become effective February 1st, **2016** and shall remain in full force and effect until January 31st, **2019** inclusive, and thereafter for successive yearly periods unless, at least sixty (60) days prior to the expirations of the initial period or any yearly period thereafter, either party hereto shall give written notice to the other of its desire to modify or terminate the Agreement.

33.02 This Agreement shall ensure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

ARTICLE 34 PENSION

34

34.01 Details of the Pension Plan are outlined in the separately published Pension Handbook.

ARTICLE 35 SEVERANCE PAY

35

35.01 In the event that an Employee's employment is terminated due to the permanent closure of the Gimli plant, he/she shall receive from the Company two (2) weeks' regular non-overtime pay per year of seniority, up to a maximum of fifty-two weeks.

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

SIGNED THIS 1st DAY OF NOVEMBER, 2016.

FOR THE UNION:

Handwritten signatures for the Union on lined paper. The signatures are written in dark ink and include several names, some of which are partially obscured by horizontal lines. The signatures appear to be: "M. J. [unclear]", "Stephen [unclear]", and "D. [unclear]".

FOR THE COMPANY:

Handwritten signatures for the Company on lined paper. The signatures are written in dark ink and include: "E. [unclear]", "C. [unclear]", and "M. [unclear]".

APPENDIX "A"
MINIMUM HOURLY BASE
WAGE RATE SCHEDULE
DIAGEO CANADA INC - GIMLI,
MANITOBA

A

JOB TITLES AND WAGE CLASSES	Current	Feb. 1, 2016**	Feb. 1, 2017	Feb. 1, 2018
GENERAL HELP (Yard & Grounds, Utility Labour (Non Rated /Posted Positions)	\$20.23	\$20.79	\$21.36	\$21.95
CLASS "A" HELP, Distillery Spare Operator Cleaner, Maintenance Operator	\$28.88	\$29.67	\$30.49	\$31.33
OPERATORS CLASS "AAA" (Still House Operator, Cooker Operator)	\$30.15	\$30.98	\$31.83	\$32.71
OPERATORS CLASS "AA" (Tank House Operator, Grain Handler)	\$29.76	\$30.58	\$31.42	\$32.28
OPERATORS CLASS "A" (Maturing Barrel Transporter Operator, Maturing Tank Room Assistant/Utility Person, Yeast Room Operator)	\$29.59	\$30.40	\$31.24	\$32.10
OPERATORS CLASS "B" (Lift Truck Operator, Maturing Truck Driver with Air Brake endorsement, Maturing Line Operator, Maturing Utility Operator)	\$29.27	\$30.07	\$30.90	\$31.75
CLASS "C" YARD OPERATOR	\$29.14	\$29.94	\$30.76	\$31.61

JOB TITLES AND WAGE CLASSES	Current	Feb. 1, 2016**	Feb. 1, 2017	Feb. 1, 2018
MAINTENANCE CLASS "A" (Steamfitter, Machinist, Welder, Auto Mechanic, Fire Watchman, Industrial Mechanic (Millwright)	\$33.17	\$35.62	\$36.60	\$37.60
MAINTENANCE CLASS "B" (Painter)	\$31.56	\$32.43	\$33.32	\$34.24
MAINTENANCE CLASS "C"	\$30.58	\$31.42	\$32.29	\$33.17
WASTE TREATMENT PLANT OPERATOR	\$31.06	\$31.91	\$32.79	\$33.69
POWER HOUSE (2nd Class Steam Engineers), GENERAL MAINTENANCE / SPARE SHIFT POWER ENGINEER, <i>ELECTRICIAN, INDUSTRIAL INSTRUMENT MECHANIC</i>	\$34.61	\$38.05	\$39.10	\$40.17
SPARE SHIFT POWER ENGINEER / MAINTENANCE ELECTRICIAN	\$35.53	\$36.51	\$37.51	\$38.54
SPARE SHIFT POWER ENGINEER / APPRENTICE MAINTENANCE ELECTRICIAN	\$34.92	\$35.88	\$36.87	\$37.88

****Wage increase and wage adjustment awarded by the Arbitrator are fully retroactive to February 1st 2016.**

LETTERS OF UNDERSTANDING #1

BETWEEN:

DIAGEO CANADA INC., carrying on business in the town of Gimli, in the province of Manitoba, hereinafter referred to as the “Company.”

AND

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

PART-TIME LABOUR CLASSIFICATION

During the 2016 round of negotiations, the parties agreed to add a new part-time labour classification under the following parameters:

- **The classification is to be added in Appendix A.**
- **All part-time employees would be covered under the terms of the collective agreement.**
- **No eligibility for benefits. Should a part-time employee be successful in obtaining a full-time position then benefits would apply as per Article 28.02 of the Collective Agreement.**
- **Eligibility for pension would begin when the legal requirement for it is met.**
- **A probation period would be in effect for the first four hundred and eighty (480) hours worked.**

-
- This classification would only be used for special projects up to a maximum of six (6) months or to provide coverage of full-time employees that are on Long Term Disability or Short Term Disability as well as parental and compassionate leave.
 - Seniority would accumulate based on hours worked and would be applicable among other part-time employees only.
 - Should a part-time employee eventually move to a full-time position then the hours worked as a part-timer would be credited and transferred into seniority credits based on the regular hours a full-timer works.
 - Current number of full-time positions would not be reduced as a result of this new classification.
 - Creation of future additional potential full-time positions would not be prevented as a result of this new classification, providing that there is sufficient long-term work to support such position.
 - Hourly wage of this new classification would be as follows:
 - 1- pay rate of the classification will be the General Help rate
 - 2- pay rate for a special project would be determined during Joint Labour Management and would be based on:
 - Length of project
 - Type of work needing to be performed
 - Skills and training required to perform work

- Current full-timers could voluntarily apply for the positions created for the duration of any special projects but would receive the pay rate of that position. Once the special project is completed, full-timers would return to their original position.

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

SIGNED THIS 1st DAY OF NOVEMBER, 2016.

FOR THE UNION:

Handwritten signatures for the Union on lined paper. The signatures are written in dark ink and include names such as "Stephen" and "Michael".

FOR THE COMPANY:

Handwritten signatures for the Company on lined paper. The signatures are written in dark ink and include names such as "E. Dwyer" and "Michael".

LETTERS OF UNDERSTANDING #2

BETWEEN:

DIAGEO CANADA INC., carrying on business in the town of Gimli, in the province of Manitoba, hereinafter referred to as the “Company.”

AND

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

RE: SECONDMENT PROGRAM:

The Company and the Union agree to collaborate in developing a program utilizing the following conditions:

- The positions vacated by the successful applicants must be backfilled for operators only (Maintenance positions will not be backfilled except to the extent necessary under the Contracting Out provisions of the CBA)
- The person must not suffer any economic losses as a result of participation in the program
- **The person may exit the program upon written request and provide a minimum of two (2) weeks’ notice**
- Applies to Operators/tradesmen only
- One (1) month to one (1) year in duration
- Automatically return to the previous role unless they otherwise successfully post into a new position following the secondment

- No disciplinary or supervisory role of other employees
- Call-in eligibility shall not be impacted
- Opportunities will be posted and filled in accordance with the CBA

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

SIGNED THIS 1st DAY OF NOVEMBER, 2016.

FOR THE UNION:


Stephen J. Kelly

FOR THE COMPANY:





LETTERS OF UNDERSTANDING #3

BETWEEN:

DIAGEO CANADA INC., carrying on business in the town of Gimli, in the province of Manitoba, hereinafter referred to as the "Company."

AND

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

Paying the Operator Class "B" Rate.

The current practice of paying the Operator Class "B" rate to Employees using a forklift and who do not hold the Operator Class "B" posting when using a forklift for more than thirty (30) minutes will cease effective January 31, 2010.

The Company agrees to pay the General Help Employees the Operator Class "B" rate when assigning the Employee to perform the tasks of moving barrels.

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

SIGNED THIS 15th DAY OF NOVEMBER, 2010.

FOR THE UNION:



Handwritten signatures for the Union on a set of horizontal lines. The signatures are in dark ink and appear to be written over several lines.

FOR THE COMPANY:



Handwritten signatures for the Company on a set of horizontal lines. The signatures are in dark ink and appear to be written over several lines.

Your Right to Refuse Dangerous Work



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.

Calendar for each year of
agreement - 2016

Calendar 2017

Calendar 2018

Calendar 2019

