

# Collective Agreement

Between:



and



*Poultry Co-operative Ltd.*

Effective Date: April 1, 2016

Expiry Date: March 31, 2021



# Collective Agreement

Between:



and



Effective Date: April 1, 2016

Expiry Date: March 31, 2021

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Work Address \_\_\_\_\_

Work Telephone No. \_\_\_\_\_

Shop Steward \_\_\_\_\_

Telephone No. \_\_\_\_\_

Assistant Shop Steward \_\_\_\_\_

## **EMERGENCY PHONE NUMBERS**

Police \_\_\_\_\_

Fire Department \_\_\_\_\_

Doctor \_\_\_\_\_

### **In case of emergency, please Inform:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

## President's Message

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



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

Sincerely,

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

Jeff Traeger,  
President UFCW Local 832

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**EXP. DATE: MARCH 31, 2021**

**AGREEMENT BETWEEN:**

**GRANNY'S POULTRY  
CO-OPERATIVE LTD.** herein referred  
to as the "Company"

**AND**

**UNITEDFOODANDCOMMERCIAL  
WORKERS UNION, LOCAL NO.  
832**, chartered by the United Food &  
Commercial Workers International  
Union, hereinafter referred to as the  
"Union".

**ARTICLE 1**  
**PURPOSE**

**1**

1.01 It is the purpose and intent of this Agreement to maintain and improve harmonious relations between the Company and its employees, to set forth conditions of employment and wages, to provide an amicable method of settling any differences or grievances which may possibly arise and to encourage and promote efficient, safe and uninterrupted operations.

## **ARTICLE 2** **RECOGNITION**

2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of Granny's Co-operative (Manitoba) Limited, in the town of Blumenort, Province of Manitoba, save and except supervisors, lead hands (maximum of sixteen (16) with an increase if the Company expands its operations by an amount as reasonably determined by the Company and the Union), office personnel, those above rank of supervisor and those excluded by the act.

### 2.02 **Union Access**

A duly authorized full-time representative known to the management as the servicing representative will be entitled to service the unit for the purpose of observing working conditions, interviewing members, and to ensure the terms of the collective agreement are being implemented. The duly authorized full-time Union representative shall be entitled to visit all areas of the plant to which the bargaining unit employees have access for the purpose of communicating with the employees under the following conditions:

- (a) when entering the Company's premises and before visiting the lunchrooms, the duly authorized Union Representative shall contact the Manager, Human Resources or his designate on duty to

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advise that he or she intends to visit the lunchrooms. The purpose of the visit to the lunchrooms is to communicate with employees and be available to answer any questions or concerns employees may have during their meal or rest periods. The duly authorized Union Representative will be entitled to visit the plant floor after providing 24 hour notice to the Manager, Human Resources or his or her designate on duty. The Chief Steward, or his or her designate, will be entitled to accompany the Union Representative at all times when the Union Representative is in the plant production area, or meeting with management, and such accompaniment will never be for more than two (2) hours per visit in total.

- (b) When at the plant, the Union Representative shall follow and observe all regulations and policies governing plant operations.
- (c) If the Union Representative wishes to speak to any employee where such discussion interferes with the employee's work, he/she will be entitled to communicate with employees in a private place within the Company's premises designated by management. Under no circumstances will a Union Representative interrupt, disrupt, or stop any employee on duty.
- (d) The Union shall notify the Company in writing of the person(s) who they expect to routinely visit the plant. Additional

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persons employed by the Union may be authorized for specific visits upon prior discussion with the Manager, Human Resources or his designate on duty.

## 2.03 **Bargaining Unit Work**

All employees of the Company who are excluded from the bargaining unit, with the exception of lead hands, shall not perform any work that can be performed by members of the bargaining unit unless no bargaining unit member is available, willing, able and capable of performing the normal functions of the job requirements.

Subject to article 2.01 of this Agreement, no more than sixteen (16) Lead Hands will be working during any shift rotation of twenty – four (24) hours but it is also understood a Lead Hand may work more than once (1x) during a twenty – four (24) hour shift rotation. The Company shall provide the Union with a list of the designated Lead Hands and will update that list when a new Lead Hand is permanently appointed. The Company shall ensure such Lead Hands are visually identifiable to employees when performing their duties in the Plant.

## **ARTICLE 3** **DEFINITIONS**

# **3**

### **3.01 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.

### **3.02 Plural and Singular**

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

### **3.03 Regular Full-Time Employee**

A regular full-time employee means an employee who is normally scheduled to work forty (40) hours per week.

### **3.04 Regular Part-time Employee**

A regular part-time employee means an employee who works on a regular and reoccurring basis but is normally scheduled to work less than forty (40) hours per week. Under no circumstance will a regular part time employee be offered more hours

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than a regular full time employee in their department on any given day.

### 3.05 **Casual employees**

A casual employee means an employee who is hired for the purposes of replacing absent full-time or part-time employees for a temporary period of time of thirty (30) working days or less, due to absence caused by illness, injury, vacation, other leaves of absence or for circumstances of resource shortages as a result of an inability to hire sufficient staff to meet operational needs, and is to be excluded from this agreement. Casual employees will not be hired by the Company to the extent that part-time or full-time employees can be employed to perform the work that casuals are performing. Casual employees will not be hired by the Company when bargaining unit employees who are qualified, available, and agree to perform the work that would be assigned to the casual employee are on lay-off, nor will the use of casual employees result in the reduction of a bargaining unit employees' regular hours of work. The maximum number of casual employees that can be employed by the Company at any one time is thirty (30). The chief shop steward/or designate will be advised of any casual employees who are hired and which department they will be working in.

Where Casual employees are required and their use is to replace an employee who is absent due to illness, injury, vacation, resource shortage or other leaves of absence for a temporary period, the Company will ensure that such Casual employees are visually identifiable.

**Entry Level Employees**

(a) The words entry level employee shall mean a person who is employed for a specific term of employment. Except as specifically mentioned in this Article, non-probationary entry level employees shall be covered by all aspects of this collective agreement.

(b) Entry level employees in class one (1), two (2) or three (3) shall be hired at the class one (1) rate of pay as per Appendix A of this agreement for the duration of their probationary period, but shall not be assigned to a regular job classification for the duration of their probationary period. Entry level employees shall be eligible to apply for job postings as per Article 12.04 of this agreement.

(c) Upon completion of their probationary period, entry level employees shall be paid as per Appendix A of this agreement for the classification they are working in, and shall be assigned on the basis of their seniority and qualifications to positions posted in accordance with Article 12.04.

(d) The Company shall be entitled to maintain a maximum of eighty (80) entry level positions at any one time and shall indicate the start and finish date of each entry level position on the notice of hire sent to the Union.

(e) Entry level employees will accrue seniority within the facility from their original date of hire. Once an entry level employee has completed twelve calendar months of continuous employment they shall be deemed to be a regular full-time employee.

(f) Entry level employees shall have a ninety (90) calendar day probationary period (as per Article 3.09 herein). The Company shall have the right to extend the probationary of a maximum of five (5) such employees by a further ninety (90) calendar days due to absenteeism or work performance issues. An employee who has their probationary period extended under this provision shall be notified of same in writing and at a meeting with the department supervisor and Shop Steward. A copy of the notice shall be faxed to the Union Office within twenty-four (24) hours of the meeting with said employee.

(g) If an entry level employee is eligible for rehire, the entry level employee shall be rehired by seniority and qualifications in their last designated department.

### 3.07 **Student Employee**

A student employee means an employee who is a student and who works on a regular and reoccurring basis between May 1<sup>st</sup> and September 15<sup>th</sup> of each year, and is paid in accordance with Appendix A of this Agreement.

### 3.08 **Layoff**

A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work.



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### 3.09 **Probationary Period**

A newly hired employee shall be on probation for ninety (90) calendar days since their most recent date of hire. During the probationary period, the employee shall be entitled to all the rights and benefits of this Agreement, except for the provisions of Article 12, Seniority and Appendix “B” Benefits.

After completion of the probationary period, seniority shall be established and shall be effective from the most recent date of hire. The Company may discharge any probationary employee within the above time limit and said employee shall have no recourse to the grievance and arbitration sections of this Agreement, in that the discharge of such employee shall be deemed to be a probationary release and to have been for just cause. An employee’s probationary period may be extended by the Company for the same number of days that the employee was absent from work for any reason during said employee’s probationary period.

**3.10 The Union recognizes the Company’s exclusive right to determine departments and work areas within the Company. For the purpose of this agreement, departments and work areas shall mean:**

<b>Department</b>	<b>Work Areas</b>
New Cut Up - Days	IQF Breast Debone Deli
Old Cut Up/Box Pack - Days	Linco Thigh Debone Tray Pack Packaging Box Pack Cooler
Primary Processing - Days	Live Hang Evisceration
Primary Processing - Evening	Live Hang Evisceration
City Delivery Drivers	
Live Haul Drivers	
Maintenance	
Cut Up - Evenings	<b>IQF</b> <b>Breast Debone</b> <b>Deli</b> <b>Linco</b> <b>Thigh Debone</b> <b>Tray Pack</b> <b>Packaging</b> <b>Box Pack</b> <b>Cooler</b>
Cryovac	
Sanitation	Laundry Facilities Plant
Shipping	

## **ARTICLE 4**

### **DEDUCTION OF UNION DUES**

# 4

4.01           The Company agrees to deduct from the wages of the employee such union dues and initiation fee as are authorized by the Union. The Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded **via direct deposit**, by the **Company** to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) weeks' accounting period. **The remittance will be accompanied by a four weeks' or monthly electronic remittance of the names, including name changes of employees, Social Insurance Numbers and plant numbers of the employees for whom deductions were made and the amount of each deduction. In addition the company will provide termination dates for employees who have terminated their employment in that accounting period.**

4.02           Special assessments, if levied in accordance with the constitution and bylaws of the Union, will be deducted from the wages of employees.

4.03           The Union shall advise the Company in writing of the amount of regular Union membership dues and special assessments to be deducted from the wages of employees and the amount of initiation fees to be deducted from the wages of employees who

are members of the Union. The Union shall notify the Company in writing of any special assessments to be deducted and any change in the amount of regular Union membership dues or initiation fees to be deducted at least thirty (30) calendar days in advance of the end of the pay period in which the deductions are to be made.

4.04 The amount of regular Union membership dues paid by an employee during a taxation year shall be shown on each employee's Statement of Remuneration Paid Form T4, Supplementary, or such other similar form furnished by the Federal Income Tax authorities.

4.05 The Union shall indemnify and save harmless the Company from any and all claims, demands, actions and any other form of liability or expense arising out of or in respect of deductions made by the Company from the wages of any employee and remitted to the Union pursuant to the provisions of this Article 4.

## 5

### **ARTICLE 5** **UNION SHOP**

5.01 The Company agrees that it shall be a condition of employment that any employee who becomes a member of the Union shall maintain such membership in good standing during the life of this Agreement.

5.02 All new employees shall, as a condition of employment, apply for membership in the Union. The Company will procure from new employees the necessary membership application. The Company agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of a full-time employee. The Union shall bear the expense of printing and mailing Exhibit One.

5.03 The Company agrees that there will be no discrimination against any employee because of membership in the Union. The Company will provide addresses and telephone numbers of those employees that are not members of the Union but fall within the bargaining unit. The Union will not coerce or intimidate such employees nor solicit membership in the Union on Company time or on Company premises.

5.04 The Company shall provide the Union with a list containing the current names, addresses, telephone numbers, classifications, current department, rates of pay, and employee status of all bargaining unit employees, on March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, and December 1<sup>st</sup> of each calendar year. This list will be sorted in alpha order.

5.05 **New Worker Orientation**

The Company shall allow a Union facilitator provided by the Union fifteen (15) minutes during regular working hours to attend an orientation

meeting with management and newly hired employees to explain their rights and obligations as Union members. Orientation shall occur within the first thirty (30) days of employment, and shall include all employees hired since the last orientation who have completed their probation. Time off to attend such meeting shall be paid at the regular rate of pay for all who attend and the Union will bear the cost of the wages for the Chief Shop Steward (or his or her designate) who will attend with, or in the place of the full-time Union Representative. A suitable employee of the Union's choice may be asked to facilitate the orientation meeting as a translator and if required, the Union will bear the cost of wages for the translator.

## 6

### **ARTICLE 6** **MANAGEMENT RIGHTS**

6.01 The Union recognizes that the Company has the sole and exclusive right to manage its business in all respects in accordance with its commitments and responsibilities. Except as specifically abridged or modified by this Agreement, the Company has the sole and exclusive right to plan, direct and control operations; to maintain discipline and efficiency; to require employees to observe reasonable Company rules and regulations; to hire, promote, demote, transfer and assign working hours; to discipline, suspend, or discharge employees for just cause; decide on the location of its plants, the products to be manufactured and/or processed; the schedule

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of productions, the methods of production and the process used; a number of the employees needed by the Company; operating techniques, methods, machinery and equipment; and to exercise jurisdiction over all operations, buildings, machinery, equipment and tools.

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

6.03 The Company maintains the right to implement an attendance management policy, and the Union has the right to grieve the application of that policy.

6.04 The Employer agrees that any exercise of the rights, powers and authority under this Article in conflict with any of the specific provisions elsewhere in this Agreement shall be subject to the provisions of the grievance procedure set forth in Article 8.

6.05 The Company will provide the Union with a copy of policies that affect employees covered by the collective agreement. A binder containing said policies will be made available to all employees for review in lunchrooms.

# 7

## **ARTICLE 7** **STRIKES AND LOCKOUTS**

7.01 The Union and its members, individually and collectively, agree that during the term of this Agreement they will not cause, support, encourage, condone or engage in picketing or a strike, work stoppage, interruption, slow-down or other activity, either complete or partial, designed to restrict, disrupt, limit or otherwise interfere with production, either directly or indirectly.

7.02 The Company agrees that during the term of this Agreement it will not lock out any employee or lock out any employee in the guise of suspension of operations.

# 8

## **ARTICLE 8** **DISCIPLINE/DISCHARGE**

8.01 In the event a non-probationary employee claims he or she has been disciplined without just cause by termination, suspension, written discipline or in the case of harassment, discrimination or absenteeism, the non-probationary employee shall submit a written grievance at Step 2 of the grievance procedure within fourteen (14) days after being notified by the Company of his or her discipline.



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8.02 The parties agree that this Article 8 does not apply in the event of the discharge for any reason whatsoever of a probationary employee as referred to in Article 3.09.

8.03 Any non-probationary employee who wishes to challenge his or her dismissal must grieve.

8.04(a) Unless immediate removal of an employee is required from the workplace because the employee is a danger to himself, the workplace or others, the employee shall be entitled prior to the imposition of any letter of concern or written discipline or discharge, to be notified at a meeting with management for the reasons for discipline being considered. Unless the employee indicates otherwise in the presence of his or her full-time Union Representative or Shop Steward, that employee shall be accompanied by his or her full-time Union Representative (if present) and/or the Shop Steward of the affected employee's choice. The date, time and location of this meeting shall be arranged for at a mutually agreeable time between the Company and the Union. If a mutually convenient time cannot be arranged, a time will be scheduled with the Union Representative.

(b) Immediately prior to a discipline meeting, the employee and the shop steward will

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have the opportunity to speak for five (5) minutes in private. The employee shall be notified in writing and at a meeting with his or her immediate Supervisor or designate of the grounds for any written discipline or discharge. The employee and the Union Representative or Shop Steward shall have an opportunity at said meeting to present the employee's version of events or any other relevant information.

The Shop Steward shall receive a copy at said meeting and the Union Representative (if not present at the meeting) shall receive a copy of any written discipline or discharge via fax or email within twenty-four (24) hours of issuance, or at the end of the following business day in the event that discipline is issued after hours or on a weekend.

- (c) The Company shall provide the employee with any warning or adverse report. This includes any non-disciplinary letters that are placed in the employee's personnel file. Any reply by the employee shall become part of his record. The record of any adverse report or disciplinary action involving a written warning, shall neither be referred to nor used against an employee at any time after twelve (12) calendar months following such written warning, except in the case of a similar reoccurrence. The record of any adverse report or disciplinary action involving a

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suspension of three (3) days or less, shall neither be referred to nor used against an employee at any time after eighteen (18) calendar months following such suspension, or at any time after thirty-six (36) calendar months in the event of a suspension of more than three (3) days, except in the case of a similar reoccurrence within eighteen (18) or thirty-six (36) months of the event.

- (d) Upon written request to the Company, but no more than once (1x) per calendar year, an employee shall be given an exact copy of all documents on the employee's file, including those documents which may be utilized to substantiate a disciplinary action against him and his reply to any such document shall also be placed in the employee file. The initial request by the employee shall include copies of all documents, and subsequent requests shall include copies of documents added to the file since the employee's last request. An employee who has reviewed his/her file within the past calendar year, but has received discipline since the date of their last review, may review their file upon written request.

8.05 The Company shall post the progressive discipline policy in an area accessible to all employees.

# 9

## **ARTICLE 9** **SETTLEMENT OF GRIEVANCES**

9.01 The Company and the Union agree that grievances should be adjusted as quickly as possible in the manner set out herein and without suspension, interruption or disruption of the normal operations of the Company.

9.02 A "grievance" shall mean a dispute concerning the interpretation, application or alleged violation of the provisions of this Agreement, or in the case of a non-probationary employee, a complaint that he or she has been disciplined or discharged without just cause.

9.03 The term "days" whenever used in this Article shall mean calendar days.

9.04 In the interest of communication and working relationships between the employees and the Company, employees are free to bring issues forward to the Company in an attempt to resolve those issues and create a harmonious working environment. If such an attempt fails and the employee chooses to file a grievance, such grievance will proceed as follows:

### **STEP ONE (Verbal)**

Step One will be initiated within fourteen (14) days immediately following the

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events giving rise to the grievance. Upon initiating the grievance a meeting to discuss the matter will be held between the employee and the shop steward or the shop steward alone with the immediate supervisor or general supervisor. The immediate supervisor or general supervisor shall reply to the grievance in writing within five (5) days immediately following the day on which the aforementioned discussion occurred.

### **STEP TWO (Written)**

Within fourteen (14) days of the decision made at Step One, the grievance shall be presented in writing 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 Manager, Human Resources or designate shall within seven (7) days after receipt of the written grievance at this Step Two, call a meeting of affected parties in an effort to resolve the grievance. The Manager, Human Resources or designate shall within seven (7) days after such meeting state his or her decision in writing to the Union Representative.

If a satisfactory settlement cannot be reached at Step Two, then upon request of

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either party, within fourteen (14) days of receiving the Step 2 written decision by the Manager, Human Resources or designate, may request the grievance be referred to mediation through the Manitoba Department of Conciliation Services. It is also agreed by both parties that mediation is by mutual agreement. Neither party is obligated to take advantage of mediation.

### **STEP THREE**

If a satisfactory settlement cannot be reached at Step Two, then upon request of either party, the matter may be referred to arbitration in accordance with Article 10. Such referral must be made within fourteen (14) days of receiving the decision of the Manager, Human Resources at Step Two or fourteen (14) days following mediation if this option is exercised.

9.05 It is expressly understood and agreed between the Employee and the Union that when mediation is used to resolve an issue, the mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept his or her 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. Unless otherwise mutually agreed to between the Company and the Union, this procedure may only be used in situations where grievance mediation services are not available

through the Manitoba Department of Conciliation Services.

9.06 A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Company or the Union at Step 2 of the grievance procedure within fourteen (14) calendar days after the event or circumstance giving rise to such policy grievance. However, the provisions of this Article 9.06 must not be used by the Union to initiate any non-policy grievance directly affecting an employee or employees who could have initiated a grievance through the regular grievance procedure.

## **ARTICLE 10** **ARBITRATION**

# 10

10.01 When a party desires that a grievance be submitted to arbitration, that party shall notify the other party of its desire to submit the matter to arbitration within fourteen (14) calendar days after the date the decision at Step 2 of the grievance procedure was or should have been given. The matter is to be submitted to a single arbitrator to be chosen in rotation from a panel consisting of:

David Marr  
Blair Graham  
Michael Werier  
**Gavin Wood**

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10.02 If any individual of the above panel who, having been requested in his turn to act as arbitrator on an arbitration, shall be unable or unwilling to act, he shall not again be requested to act as arbitrator on any arbitration until his name comes up again on the regular rotation of the panel.

10.03 The arbitrator shall not be deemed to be willing to act unless s/he is in the position to convene the hearing within twenty-eight (28) days from the date of his/her selection. In the event none of the above arbitrators is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the Manitoba Labour Board which shall appoint an arbitrator. The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

10.04 The arbitrator may determine his own procedure but shall give full opportunity to all parties to present evidence and to make representations.

10.05 In any arbitration, the written representation of the aggrieved employee at Step 2 of the grievance procedure (or, in the case of a policy grievance, the written representations of the Union or the Company at Step 2) and the decision of the Company (or, in the case of a policy grievance, the decision of the Union) at Step 2 of the grievance procedure shall be presented to the arbitrator, and the award of the arbitrator shall be confined to the issues therein set out.



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10.06 In no event shall the arbitrator alter, modify or amend any part of this Agreement, nor shall he have the authority to make any decisions inconsistent with the provisions hereof. The arbitrator shall have the authority, within the above limitations, to dispose of grievances in such manner as he may deem just in the circumstances.

10.07 The findings and decision of the arbitrator on all arbitrable questions shall be final and binding upon all parties concerned.

10.08 The Company and the Union shall each pay one-half (1/2) of the fees and expenses of the arbitrator.

10.09 No grievance may be submitted to arbitration which has not been properly carried through all the requisite Steps of the grievance procedure.

10.10 The time limits set out in the grievance procedure (Article 9) and the arbitration provisions (Article 10) are mandatory and may only be extended by mutual agreement in writing between the Company and the Union.

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

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costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

10.12 Grievances referred to arbitration concerning disciplinary matters and/or only affecting an individual employee shall be heard by a sole Arbitrator as herein before set out. In the sole discretion of either the Company or the Union, any policy grievance or other grievance which could potentially affect more than one employee at time of referral or in the future, shall be heard by a three (3) person panel. The chair shall be selected from one of the three individuals listed in Article 10.01 as per this article and the panel shall be completed by an appointee of the Union and an appointee of the Company. Time limits shall be followed in accordance with this article. If either the Company or the Union refer a grievance to arbitration pursuant to the expedited arbitration provisions of *The Labour Relations Act*, which involves a policy matter or a matter which could potentially affect more than one (1) employee, either party may request that this arbitration be heard by a three (3) person panel. In those instances, the parties agree that they shall appoint their nominees to the panel, which shall be chaired by the arbitrator elected by the Manitoba Labour Board. The parties further agree that the nominees shall be available to sit on the day set by the Manitoba Labour Board for the hearing of the matter in dispute.

## **ARTICLE 11** **SHOP STEWARDS**

**11**

11.01 The Company acknowledges the right of the Union to elect or appoint Shop Stewards, and the Union shall endeavour to have Shop Steward representation throughout the departments of the plant. The Union shall notify the Company in writing of the names of all Shop Stewards and any changes thereto. The Company will not recognize any employee as a Shop Steward until it has received notification from the Union. Shop Stewards will be entitled to wear steward identification in the form of stickers or arm bands while at work. The Company shall not discriminate against any member of the bargaining unit for exercising their rights under the terms of the Collective Agreement. In the event that a Shop Steward is subject to discipline by the Company, the duly authorized full time Union Representative (if available) shall be present for such disciplinary meeting.

11.02 Shop Stewards shall perform their regular work assignments and shall engage in no Union related activity whatsoever during working hours except as specifically provided for in Article 9 and Article 11. A Shop Steward shall accompany any employee called to a meeting with management where said employee is being investigated for potential disciplinary action unless the employee specifically indicates otherwise.

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11.03 To ensure production is not interfered with or disrupted, the parties agree that the following rules shall apply:

1. A Shop Steward will be released from his or her regular work assignment only when necessary for the adjustment of a grievance or to attend a meeting scheduled by the Company.
2. A Shop Steward shall not leave his or her regular duties during working hours without first requesting and obtaining permission from his or her immediate supervisor or designate. Permission to attend to Shop Steward duties shall be granted within one (1) hour of the request. Permission may be denied based on operational requirements. Once permission is received, shop stewards shall punch out and when returning to regular duties, shall punch back. When requesting permission to leave in order to investigate a grievance with a member, interviewing witnesses to a potential grievance, or discussing a grievance with supervisors, the Production Manager or the Human Resource Manager, the Shop Steward shall inform his or her immediate supervisor of the nature of the grievance and his or her intended destination. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld. It is understood that the taking of such time away from

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regular duties shall be kept to a minimum and that the Shop Steward shall return to his or her regular duties as expeditiously as possible. It is further understood that all time spent by Shop Stewards performing Shop Steward duties shall be considered for all purposes as time worked.

3. No employee shall leave his or her regular duties to communicate with a Shop Steward without first requesting and obtaining permission from his or her immediate supervisor. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld. Once permission is received employees shall punch out and when returning to regular duties shall punch back. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that the employee shall return to his or her regular duties as expeditiously as possible. Time spent conducting the above noted duties shall be considered time worked for all purposes and punching in and out shall not result in any pay being deducted from the shop steward or the employee.
4. Abuse of leave or excessive use of time spent adjusting grievances shall not be permitted and in no event shall the adjustment of grievances unnecessarily interfere with or disrupt production. Time spent conducting the above noted duties shall be considered time worked and the

punching in and out shall not result in any pay being deducted from the shop steward.

11.04 The Company will provide space for a UFCW Steward filing cabinet in the plant, in an area accessible to the Shop Stewards and Health and Safety Committee members during working hours, as well as the full-time Union Representative. The filing cabinet and all keys for Shop Stewards and Health and Safety Committee members will be provided by the Union. The cost of replacing the keys and the cost of all supplies for the cabinet will be the responsibility of the Union. In the event that a shop steward wants to meet with an employee in private, where available, a room will be provided for such purpose.

# 12

## **ARTICLE 12** **SENIORITY**

12.01 Seniority shall mean the length of an employee's continuous service with the Company since his or her most recent date of hire. All employees hired on the same day will have their seniority ranked in order of their employee number (employee 1203 is more senior to employee 1205).

### 12.02 **Seniority Broken**

An employee's continuous service with the Company shall be deemed to be broken and his or

her seniority lost and employment with the Company terminated for all purposes if the employee:

- (a) quits; or
- (b) is discharged by the Company for just cause and is not reinstated through the grievance and arbitration procedure contained in this Agreement; or
- (c) is absent from work for three (3) consecutive days without an authorized leave of absence or without notifying his or her immediate supervisor; or
- (d) is laid off for a period longer than twelve (12) months or is absent from work due to illness or accident for a period of more than two (2) years;
- (e) fails to report for work after notification to his or her last known address by registered mail when recalled following a layoff, the onus being on the employee to keep the Company advised of his or her current address, except only that where the employee is unable to report for work after such notification because he or she must give ten (10) working days or two calendar weeks, whichever is shorter notice of termination of employment to another Company and he or she must work for that other Company during the said notice period, then such employee shall notify the Company as soon as possible of his or her inability to report for work for those reasons and such employee shall report for work

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immediately upon the expiry of the said notice period, failing any of which this Article 12.02 shall apply; or

- (f) retires; or
- (g) fails to report for work at the expiration of an approved leave of absence, a vacation or a suspension, unless the employee can satisfy the Company that he or she had a reasonable excuse for failing to report; or
- h) is promoted to an out of scope position and does not return to the bargaining unit within three (3) calendar months of the promotion, or fills an out of scope temporary vacancy and does not return to the bargaining unit within twelve (12) months of the appointment to the temporary vacancy.

Should the employee choose to return to their bargaining unit classification or be returned to the bargaining unit within the applicable time frame, he or she shall retain the seniority he or she had acquired at the time of the move to the out of scope position.

**The Company will provide the Union with written notice of the date the bargaining unit employee accepts and is promoted to an out of scope position. If a bargaining unit employee fills a temporary vacancy, the Company will notify the Union with written notice if that vacancy is for longer than one (1) week.**



12.03 The Company will maintain a permanent posting of an up-to-date seniority list inclusive of employees who are on layoff, maternity/parental leave, Workers Compensation, Blue Cross disability, or any other extended leave. This list will include the name, employee number, hire date, status (ie, full time, part time lay off or LOA) and department. The list will be sorted by seniority date and updated each December 1st, March 1st, June 1st, and September 1st of each year and a copy of the list will be provided to the Union when updated. Upon request, the Company or the Union will provide the most current address and phone number for an employee.

12.04 **Postings**

- (a) When a vacancy occurs in an area of the plant and there is a requirement to fill such vacancy to meet business needs, the Company will post the vacancy for five (5) working days provided it is not an entry level vacancy. The vacancy will be posted on the bulletin board set aside strictly for job postings and a copy will be provided to the Chief Shop Steward within twenty-four (24) hours of the posting. All employees interested in the vacancy, must sign the posting within the five (5) working day posting period, and a list of applicants will be provided to the Chief Shop Steward within forty-eight (48) hours of the posting being taken down. **Employees may provide written confirmation**

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**that they wish to be considered for a specific job posting prior to going on a vacation or on a leave of absence. Upon submission of written job posting request form, employees on a leave or on vacation will be considered as having applied for the applicable job posting as long as that employee is able to fill the vacancy within fifteen (15) working days upon the position being awarded.**

The Company will advise the chief steward of any postings that are cancelled. The successful candidate will be selected within ten (10) working days of the posting being taken down. The Company will be entitled to temporarily fill the vacancy until the vacancy is permanently filled. The successful candidate will be notified within five (5) working days of being selected. The successful applicant will, unless otherwise mutually agreed between the Company and the Union, be transferred to the vacancy within ten (10) working days (under exceptional circumstances up to fifteen (15) working days) after the successful candidate is notified. The Company will provide the name of the successful applicant to the Chief Shop Steward within two (2) working days of the award, and will post weekly the successful applicant(s) name(s) on the job posting board.

- (b) **Vacancies of sixty (60) working days or more, will be posted as soon as the**

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**Company is made aware of the employee temporarily vacating the position.** Vacancies of less than **sixty (60)** working days caused by absence due to illness, accident, vacation or leaves of absence, need not be posted and may be filled with entry level employees who are available and qualified. If there are no qualified entry level employees, Management will reassign regular employees as required. It is understood that no regular employees who have posted out of a job classification will be reassigned to the position they posted out of under this provision for a period of nine (9) months.

- (c) Vacancy postings shall indicate the classification, start times, department and work area (if applicable) as well as whether the vacancy is in a rotation area. **For information purposes and subject to change, the Company will also identify work tasks assigned to the vacant posting.**
- (d) Employees who are away from work for twenty (20) working days or more shall be bypassed when granting the bid position.
- (e) **Successful applicants bidding into a job may not apply for a further classification posting, until they have worked for six (6) months in the position, except if the employee is applying to a higher paid classification or a different start time in their department.**

Temporary vacancies of **sixty (60)** working days or more shall be filled in accordance with 12.04(a) above. The employee who fills such temporary vacancies shall be entitled to return to his or her former classification after the expiry date of said temporary posting.

12.05 The Company shall fill new vacancies with current employees who submit applications during the vacancy posting as set out in 12.04 (a) above. On condition the employee possesses the required qualifications the most senior applicant will be awarded the vacancy and will have the following as a familiarization period in order to demonstrate they are able to perform the work.

Class 1 and 2	10 working days
Classes 3, 4 and 5	<b>20 working days</b>
Certified Classifications	<b>20 - 80 working days</b>

The Company reserves the right to extend the familiarization period up to an additional five (5) working days to ensure the employee has the skills to perform the duties of the posted vacancy. Notification of any extension will be provided to the Chief Shop Steward and the employee will be notified by the Company.

If, during the familiarization period, the employee is causing damage to product or equipment or inefficiency in the operation, the employee will be removed and returned to their former classification.

Should there be no satisfactorily qualified and able applicants for a posted vacancy the Company shall have the right to hire from outside or assign

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an alternate current employee who agrees to be transferred.

12.06 During the employee's familiarization period, the successful applicant will receive all necessary training on all equipment, machinery and work procedures required for the job. Such training will be provided by persons who are capable and proficient at performing in that classification. For any duty that requires use of the forklift, a certified forklift instructor shall provide such instruction.

12.07 An employee who moves to a new classification, as a result of being the successful candidate to a vacancy posting, shall be allowed a familiarization period based on classification in accordance with 12.05 during which time the Company shall determine the employee's suitability for the classification. Within this period the employee may be returned by the Company to the classification s/ he formerly occupied. Should such employee be returned to his or her former classification, then the employee who had filled said classification shall also be returned to his or her former classification. Any employee so returned to a former classification shall not be precluded from applying for other vacancies that may arise. Should an employee wish to return to his or her former classification within the familiarization period, then such employee shall be allowed to do so but in such event the employee shall not be entitled to apply for other postings for a period of six (6) months, unless the Company otherwise agrees.

12.08 An employee who bids for and is awarded a vacancy from one classification to a different classification, will be slotted into the pay classification at the progression rate corresponding to the number of months that he or she has worked with the Company. The new rate for such employees shall become effective upon the day that the employee starts working in the new classification.

# 13

## **ARTICLE 13** **LAY OFFS/ RECALLS AND** **LACK OF HOURS**

13.01 In the event of layoff and recall from layoff, employees shall be laid off in reverse order of seniority by department and recalled in reverse order of layoff by department provided that the senior employee to be retained or recalled, as the case may be, possesses, in the opinion of the Company, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, experience, skill and ability to perform the tasks required, and provided further that the senior employee to be retained in the event of layoff shall have the right to exercise his or her seniority and bump only once into a classification held by a junior employee.

13.02 With the exception of the Live Haul department, additional regular available hours of work for non-full-time employees shall be scheduled to qualified entry level employees first, then to the

most senior part-time employee in each department, and thereafter in decreasing order of seniority, providing the part-time employee is qualified, available, and willing to work the hours.

## **ARTICLE 14 LEAVES OF ABSENCE**

**14**

### **14.01 Union Leave of Absence**

Employees, not to exceed two (2), who are elected or appointed to a full-time position with the Union or a full-time position to represent the United Food and Commercial Workers with the Canadian Labour Congress or one of its chartered bodies shall, upon one (1) month's written notice to the Company be granted a leave of absence without pay for a period not to exceed the term of this Agreement, and within one (1) month's written notice to the Company of their desire to return to work with the Company, subject to their seniority and their qualifications, experience, skill and ability to satisfactorily perform the required work, shall be placed in the position previously held or one at an equal rate of pay. If such positions are not available the employee shall, subject to his or her seniority and his or her qualifications, experience, skill and ability to perform the tasks required, be placed in a job he or she can satisfactorily perform, retaining the seniority possessed at the time leave of absence was granted.

**Union Education/Conference Leave**

Leave of absence for the purpose of attending union schools, conventions, conferences shall be granted by the Company on a written request from the Union subject to the requirements and efficiency of operations and subject to the following conditions:

- (a) employees, not to exceed six (6) at any one time, chosen by the Union shall be granted leave of absence not exceeding five (5) working days per year provided that the absence of each such employee shall not unreasonably affect the operation of the Company. Subject to operational requirements five (5) additional days may be granted to the Chief Shop Steward, the Assistant Chief Shop Steward, or a member elected to the executive board to perform their duties with the Union.
- (b) the Union shall give the Company as much notice as possible, but in no event less than two (2) weeks before the requested leave is to commence; and
- (c) a request for an extension of a leave of absence must be made prior to the expiration of the leave already granted and will be considered in relation to existing conditions.
- (d) Shop Stewards, not to exceed one (1) from any department at any one time, shall be granted leave of absence not exceeding two (2) working days per



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year for the purpose of Union education. The Company agrees that such leave is guaranteed and is not subject to the requirements and efficiency of operations except during the blackout periods of July, August, and December where no Union education leaves will be approved. September leave requests will be subject to operational requirements.

Requests for leave to attend the National Defence Fund (NDF) conference shall be granted and guaranteed for a maximum of two (2) shop stewards for no more than two (2) working days where the conference is held outside of Winnipeg.

A travel day will be provided without pay when the conference is held outside of Manitoba. In the event the NDF Conference is held in Winnipeg, attendance is granted and guaranteed for up to a maximum of five (5) shop stewards for no more than two (2) working days each.

The Union agrees to provide a minimum of four (4) weeks' notice for any Union Education/Conference Leave.

For leaves granted in accordance with the above, the Company agrees to pay the employee involved for all wages employees would have received had he or she been at work and such costs will be reimbursed to the Company by the Union.

Unlike leaves as noted above, where the Company compensates the employees to be

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reimbursed by the Union after it has received the bill, for any Union leaves of absence of a duration longer than six (6) months, the Company shall not be responsible for paying the employee for either wages or benefits up front.

#### 14.03 **Negotiations Leave**

Leave of absence for collective bargaining shall be granted with pay to a maximum of four (4) employees. The Company agrees to pay the employees involved for all wages and benefits employees would have received had they been at work and such costs will be reimbursed to the Company by the Union.

#### 14.04 **Maternity Leave**

A female employee, who has been employed by the Company for seven (7) months or longer, shall be granted maternity leave of absence by the Company. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

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

In cases of physical complications, the employee may request an extension of her leave of

absence up to but not exceeding an additional twelve (12) weeks.

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

#### 14.05 **Parental Leave**

(1) Entitlements

Every employee

(a) who,

(i) in the case of a female employee, becomes the natural mother of a child,

(ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or

(iii) adopts a child under the law of a province; and

(iv) has been employed by the Company for seven (7) months or longer

b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks.

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(2) **Commencement of Leave**

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

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

When an application for parental leave under 14.05 1(a) above is not made in accordance with 14.05 1(b), the employee is nonetheless entitled to, and upon application to the Company shall be granted, parental leave under this article for the full thirty-seven (37) week leave period.

(4) **Reinstatement of Employee**

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

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

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

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- (6) Seniority shall accrue during a parental leave of absence and benefits accumulated prior to said leave shall be maintained.
  - (7) Benefits provided for in this article are in addition to any and all maternity leave benefits that are available to an employee.
  - (8) If the Employment Standards Code changes in the Province of Manitoba to allow for time off for maternity/parental leave, the Company agrees to abide by the new regulations.

#### 14.06 **Paternity Leave**

Each male employee shall be granted a leave of absence without pay of up to seven (7) days to be taken at or around the time of the birth of the child.

#### 14.07 **Family Responsibility Leave**

In the event of a medical or dental appointment for an employee's spouse, parent or child which has not been able to be scheduled during non-working hours, or an illness or injury occurring to a spouse, parent or child, the employee, may utilize up to six (6) days or forty-eight (48) hours without pay per calendar year. Included as part of the six (6) days leave, will be three (3) days as provided by the Employment Standards Code under the definition of family. These three (3) days if used for any family

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member other than spouse, parent or child, will be deducted from the total of the six (6) days of entitlement. The purpose of this leave shall be to enable the employee to attend to the needs of his or her ailing family member or assist them in attending medical or dental appointments, or to attend to an urgent family matter.

In the event of a non-emergency medical/dental appointment, the employee will endeavour to give the Company seventy-two (72) hours' notice of their appointment. Employees must also provide reasonable verification that the leave is necessary if requested by the Company.

#### 14.08 **Jury Duty**

Employees who are required by law to serve as jurors or witnesses, in any court **or required to attend to the court for jury selection**, shall be granted leave of absence. The employee will receive the difference between the fees received from the Crown and their regular wage or salary of basic wages they would normally have earned had they been scheduled to work on such days. The employee shall report for work when not required by the Court providing there is not less than two (2) hours remaining in his or her normal work shift.

#### 14.09 **Witness Leave**

Employees required to appear in Court as a witness on behalf of the Crown or Company

shall be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days provided that such days fall on a regular scheduled working day for that employee. The Company's responsibility for such compensation in respect of an employee called as a Crown witness shall be to a maximum of five (5) days per year per employee affected.

#### 14.10 **Bereavement Leave**

- (a) The intent of this Article is to minimize the loss of regular pay at a time of bereavement. Therefore, pay will be made only for the regularly scheduled workdays lost during the period of bereavement. Holidays, vacations, illness, regularly scheduled days off, any leave of absence and any other days which the employee would not otherwise have worked shall reduce, in part or in total, the number of days paid for.

Management reserves the right to ask for supporting documentation for all bereavement leaves.

- (b) In the event of death of an employee's spouse (including common law spouse where the employee has cohabited with the common law spouse throughout the immediately preceding twelve (12) months), daughter, son, mother, father, sister, brother, mother-in-law or father-

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in-law, guardians or those individuals that the employee is a guardian for, the Company will grant such employee three (3) consecutive days leave of absence with pay at the employee's regular rate of pay for any actual time lost to a maximum of eight (8) hours per day.

- (c) In the event of death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren, aunt, uncle, stepparent, stepchild, or stepsibling, the Company will grant such employee one (1) day leave of absence with pay at the employee's regular rate of pay to a maximum of eight (8) hours for any actual time lost on the day of the funeral in order to attend the funeral/**memorial service or interment. In the event of a death of a niece or nephew, or in the event that the employee is acting as a pallbearer or delivering a eulogy, the employee will be granted one (1) day off** without pay. In accordance with the Employment Standards Code, an employee may utilize up to an additional two (2) days of unpaid leave.
- (d) Employees must notify their immediate supervisor prior to taking any time off for bereavement.
- (e) When an employee attends a funeral of a relative, where the funeral is two-hundred (200) kilometres or more from the town of Blumenort, the employee will be entitled



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to one (1) extra day without pay for travel time. Employees will also be entitled to extra days off without pay during a bereavement leave. The Company agrees to grant said additional days off without pay, if requested by the employee.

14.11 On return from an approved leave of absence of six (6) months or less for any reason, the Company shall reinstate the employee to the same duties and classification occupied when the leave began. In the event that the classification occupied when the leave began no longer exists, the employee shall be placed in a comparable classification, on the same shift, at the same level of wages, and with any other benefits earned by the employee immediately before the leave began.

14.12 Subject to operational requirements and at the sole discretion of the Company a leave of absence without pay, for personal reasons, may be granted to an employee, a written application must be made by the employee to the Company and written confirmation of said leave shall be given to the employee by the Company. **The employee will provide as much notice as possible for a request made pertaining to medical appointments. The employer will provide a response within three (3) working days of receiving the request whenever possible.**

# 15

## **ARTICLE 15** **UNION NOTICES**

15.01 During the life of this Agreement the Company agrees to permit Union Representatives and/or shop stewards to put notices of Union meetings or other Union Business to Union members upon bulletin boards identified as Union bulletin boards. The Company will provide one (1) bulletin board by each lunchroom and one (1) by the live hang coffee room. No notice containing derogatory comments towards the Company or any person will be acceptable.

# 16

## **ARTICLE 16** **HOURS OF WORK** **AND OVERTIME**

16.01 The normal work week for full-time employees shall consist of forty (40) hours to be worked in five (5) days, eight (8) hours each day, Monday to Friday inclusive.

16.02 The Company shall post a one (1) week work schedule for all employees not later than Thursday noon of the week before the schedule comes into effect. Said schedule shall include the starting times of each shift that is to be worked by employees in the bargaining unit. If the new schedule is not posted by Thursday noon, then the schedule already posted shall apply for the following week. The posting of

shifts shall not be construed as a guarantee of work or hours of work. Said schedule may be changed without notice in the event of emergencies such as a snowstorm, breakdown of machinery, or other instances of force majeure. In all other cases at least twenty-four (24) hours' notice of change must be given. The Company will advise employees when there is a breakdown of machinery or other emergency. The employees will be advised not to swipe in and will be able to leave the workplace. An anticipated start time will be listed on the posting, however the Company reserves the right to change that start time if needed as they are provided with updates from maintenance. This article does not include employees in the Live Haul or City Driver departments.

All employees must receive ten (10) hours between their shifts, unless a shorter period of time is mutually agreeable between the employee and the Company. Live Haul drivers may receive less than ten (10) hours between their shifts, as the need arises.

#### 16.03 **Meal and Rest Periods**

- (a) Employees who work a shift of four (4) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b) Employees who work a shift of more than four (4) hours but less than six (6) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay and an uninterrupted thirty (30) minute unpaid lunch period which shall be taken

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approximately four (4) hours into the employee's shift.

- (c) Employees who work a shift of six (6) hours or more shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay and an uninterrupted thirty (30) minute unpaid lunch period which shall be taken approximately four (4) hours into the employee's shift. One (1) rest period shall be taken during the first half of said shift and the other rest period shall be taken during the second half of said shift.
- (d) For employees who work a shift of eight (8) hours, rest periods for all employees shall not begin until one (1) hour after commencement of work and must be completed no later than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.
- (e) There shall be up to a five (5) minute paid clean-up period prior to a thirty (30) minute unpaid lunch period provided in any shift in excess of four (4) hours. Should employees not utilize the full five (5) minute paid clean-up period, the remainder of that time is deemed to be unpaid and will be added to their thirty (30) minute unpaid lunch period. The combination of paid clean-up period and unpaid lunch period shall not exceed thirty-five (35) minutes. Immediately after the clean-up, the employee is required to swipe out.

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- (f) In the live hang area, employees will be entitled to five (5) minutes with pay of wash up and change time at the conclusion of their shift.

16.04 Employees will receive one (1) uninterrupted thirty (30) minute rest period with pay after working beyond one and one-half (1 ½) hours of overtime in any one (1) day.

When overtime is required in the Turkey Evisceration and Live Hang Departments for more than one and one half (1½) hours in any one (1) day, the employee in those departments will receive one (1) uninterrupted thirty (30) minute rest period with pay after working one (1) hour into their overtime shift.

16.05 Abuse of lunch periods and rest periods shall not be permitted. Employees shall be at their respective work stations ready to begin work at the time their shift starts and except for the time spent away from work for lunch periods and rest periods, employees shall not quit work until the time their shift ends. Employees who are to be relieved for lunch periods or rest periods shall not leave their work station until a relief employee has reported to take over the work.

16.06 **Overtime**

The Company shall pay an employee one and one-half times his or her regular rate of pay for all

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hours worked or paid by such employee in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

16.07      **Banking Overtime**

**The purpose of banked overtime is to offset the loss of wages due to a reduction in the regular hours of work as per Article 16.01. Banked overtime may also be used to offset loss of wages due to the employee's absence from work due to sick time, medical appointment attendance, and family responsibility leave or to extend bereavement leave. In addition an employee may utilize a maximum of five (5) days of banked overtime as paid time off work however it cannot be used in conjunction with vacation time off.**

- a) Employees will be entitled to bank overtime at the rate of one and one-half (1½) hours for every one (1) hour of overtime worked.
- b) Employees may only bank overtime in the amount of **sixty (60)** minutes or more. Any overtime worked that is less than **sixty (60)** minutes shall be paid out. The maximum amount of time an employee will be allowed to bank at any one time is **the equivalent of eighty (80) regular hours per calendar year**. Any amount greater than **eighty (80) regular** hours will be paid out as it is earned.
- c) **Banked overtime will be accumulated from June 1st to May 31<sup>st</sup> of each year.**

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Any unused banked overtime will **either** be paid out yearly by **the first pay period in June, or upon employee request the employee may choose to have any unused banked overtime deposited to their RRSP as per appendix B-11.** Carry-over of banked overtime will not be allowed.

- d) Employees opting to bank overtime in lieu of payment shall be entitled to take time off from their banked overtime upon giving the Company at least two (2) weeks written notice and will be subject to operational requirements. However, no employee shall be allowed to use banked overtime during the time period of June 1st to September 30th and December 1st to December 31<sup>st</sup>.
- e) When scheduling requested banked overtime, vacation scheduling shall take priority.
- f) Employees shall be entitled to use banked overtime for maximizing hours to a maximum of forty (40) hours per week or in blocks of one hour or more.

16.08 There shall be no pyramiding of overtime or premiums or any other benefits under this Agreement and therefore overtime will not be paid under more than one (1) provision of this Agreement. It is understood that both daily and weekly overtime shall not be paid such that the hours compensated for daily overtime shall be considered hours worked under weekly

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overtime (there shall not be overtime on overtime). It is understood that shift premiums shall be paid to an employee who is working overtime and would otherwise qualify for the premiums. It is further understood that shift premiums paid to an employee who is working overtime shall not be multiplied by time and a half.

16.09 It is understood that any change in shifts or days off initiated by the employees themselves and submitted in writing (which must be approved in advance by the Company) shall not result in overtime or any other supplementary costs to the Company.

16.10 **Meal Allowance During Overtime**

An employee who has not been notified prior to the commencement of his or her regular shift that he or she is required to work overtime and does work more than two and one-half (2½) hours in addition to and immediately following said employee's normal work period of eight (8) hours that day shall be provided with a hot meal or a meal allowance of eight (\$8.00) dollars **(effective the first pay period of April 1, 2016, ten (\$10.00) dollars).**

16.11 When there is a cancellation of production work, and employees are not required to report to work, the Company shall endeavour to notify employees as early as possible in advance of the employee's scheduled starting time. An employee who is required to report for work on any given day and who does report for work at his or her scheduled starting time and who



has not been notified in person by his/her supervisor in advance not to report for work shall receive at least four (4) hours' pay at his or her regular rate of pay for that day provided said employee performs the work, if any, that may be assigned to him or her that day. This Article shall not apply where the lack of work is due to fire, flood, explosion, bombing, power failure, act of God or other conditions beyond the control of the Company. To qualify for payment under this Article, each employee must have his or her current address and telephone number on file with the Company. If an employee is absent from work for one (1) week or more due to banked overtime or vacation, it is his/her responsibility to call in regarding the starting time for the next day's shift. In cases where an employee is absent and their shift is changed in accordance with Article 16.02, it is the Company's responsibility to call the employee regarding their new starting time.

16.12 Overtime will be offered first to employees in the work area within the department where overtime is needed, by seniority from among qualified volunteers.

Overtime is recognized as being voluntary and offered in order of seniority, but if there are insufficient qualified volunteers immediately available to do the required work, then the Company reserves the right to require employees to work the overtime. Such overtime will be assigned on a reversed seniority basis to the most junior non-probationary employee immediately available and qualified to perform the overtime, and who is currently working in the area where the overtime is required. Any employee who

is required to work overtime in accordance with the above shall be notified of the required overtime before such employees last rest period of his or her regular shift. Management shall not unreasonably deny an employee's request to be excused from overtime if that employee has a compelling personal reason for not working the required overtime.

16.13 The words "regular rate of pay" whenever used in this Agreement shall mean at any time with respect to any employee that straight time rate of pay per hour, exclusive of any and all premium pay, to which such employee is entitled under the terms of this Agreement in respect of the work which he or she is performing at such time.

16.14 It is understood that where an employee is assigned overtime work in a lower paying classification than his or her regular classification, overtime will be paid for at the employee's regular rate of pay.

16.15 Each employee is required to notify **the Company via their dedicated sick line telephone, email or text message number** one-half (1/2) hour prior to the start of his or her scheduled work period if he or she is going to be absent for any reason, indicating the reason for the absence and the probable length of the absence. Failure to notify the **Company** or late notification will result in the absence being treated as unauthorized absenteeism. This is not applicable to employees who have provided the Company with a

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medical note identifying the days that they are unable to work.

## 16.16      Premiums

### Evening Shift Premium

An employee who is required to work and does work on any shift where the majority of hours fall between the times of 4:30 p.m. and 5:00 a.m. the following day, will be paid the **evening** shift premium of sixty five (65¢) cents per hour (**effective April 1, 2016, seventy-five (75¢) cents per hour**), in addition to his or her regular hourly rate of pay for their entire shift. Shift premiums shall be paid on overtime hours but shall not be at time and one-half.

### Night Shift Premium

Employees who work on a night shift will be paid a night shift premium of seventy five (75¢) cents per hour (**effective April 1, 2016, one (\$1.00) dollar per hour**), in addition to his or her regular hourly rate of pay for their entire shift. In order to qualify for the night shift premium an employee must start work at 9 pm or later. Shift premiums shall be paid on overtime hours but shall not be at time and one-half.

16.17      All time clocks within the plant, including those in the lunchrooms, kronos stations, and

employee change areas shall be kept synchronized at all times.

16.18 Employees who work on Saturday or Sunday will be paid, for all straight time hours worked on that Saturday or Sunday, a weekend shift premium of fifty (50¢) cents per hour, **(effective April 1, 2016, seventy-five (75¢) cents per hour)**, in addition to his or her regular hourly rate. This “Weekend Premium” shall not be pyramided with any other premium and for greater clarity is not to be added to the employee’s wage rate for the purpose of calculating the overtime wage rate should any employee work on a Saturday or Sunday when their daily or weekly hours of work make them eligible to receive an overtime premium. Should that situation arise, the employee shall be paid at an overtime rate of pay of one and a half times his or her regular hourly rate (which applies Monday through Friday) and this “Weekend Premium” shall not apply.

# 17

## **ARTICLE 17 MEETING ATTENDANCE**

17.01 When the Company requires an employee to be present at a meeting called by the Company, time spent at such meeting shall be considered as time worked.

17.02 Any employee who attends a meeting, which is compulsory, outside of his or her assigned

working hours, shall be paid a minimum of four (4) hours' pay at the appropriate hourly rates of pay.

## **ARTICLE 18 VACATIONS**

# **18**

18.01 The vacation year shall be from January 1st to December 31st. Entitlement to annual vacation with pay is based on the employee's anniversary date of most recent employment. Employees shall receive vacation pay in the amount equal to the following percentage paid each week into a vacation fund. The entitlement will be as follows:

- (a) two (2) weeks (ten (10) working days) after one (1) year of employment from their date of hire, with pay, for the two (2) weeks in an amount equal to four (4%) percent of regular earnings in the immediately preceding twelve (12) months;
- (b) three (3) weeks (fifteen (15) working days) after five (5) years of employment from their date of hire, with pay, for the three (3) weeks in an amount equal to six (6%) percent of regular earnings in the immediately preceding twelve (12) months;
- (c) four (4) weeks (twenty (20) working days) after nine (9) years of employment from their date of hire, with pay, for the four (4) weeks in an amount equal to

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eight (8%) percent of regular earnings in the immediately preceding twelve (12) months;

- (d) five (5) weeks (twenty-five (25) working days) after eighteen (18) years of employment from their date of hire, with pay, for the five (5) weeks in an amount equal to ten (10%) percent of regular earnings in the immediately preceding twelve (12) months.
- (e) six (6) weeks (thirty (30) working days) after twenty-five (25) years or more of employment from their date of hire, with pay, for the six (6) weeks in an amount equal to twelve (12%) percent of regular earnings in the immediately preceding twelve (12) months.

In all cases regular employees may use an accumulated hourly total of 2080 hours less their accrued vacation entitlement for purposes of calculating vacation pay. If an employee works less than 2080 regular hours minus their vacation entitlement, overtime hours will be used to calculate vacation pay to a maximum of 2080 hours less their vacation entitlement.

Vacation pay will be calculated using the following formula:

[Total Paid Regular Hours + Total Paid Overtime Hours (to a maximum of 2080)] – Employee Vacation Entitlement in Hours

X

Employee Regular Hourly Rate of Pay

X

Employee Vacation Pay Rate Percentage

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For the above noted calculation, it is understood that the regular and overtime hours used for the calculation shall include all premiums that s/he is entitled to, specifically the Shift, Night Shift (Sanitation), Weekend and Service Premium.

This amendment will not result in an employee losing any previously accumulated vacation time entitlement.

In the event that an employee is away from work and has not earned sufficient vacation pay to cover the full vacation time of entitlement, the employee will still be entitled to take the vacation time off as noted above.

18.02 The vacation pay will be paid out to the employee at the time that the employee takes his/her vacation time. Any vacation pay remaining at the end of **December** of the following year will be paid out to the employee **in the last pay period of December**.

18.03 Vacation time must be taken annually within twelve (12) months of being earned and may not be accumulated from year to year without the written approval of the Company. An employee entitled to three (3) weeks' vacation or more shall be entitled to carry over any part of or all their vacation credits which shall be taken before the end of April each year.

18.04 If one (1) or more of the holidays observed by the Company pursuant to Article 19.01 occurs during an employee's vacation, such holiday(s) will be added to the beginning or the end of the employee's vacation as determined by the Employee or, at the Employee's discretion, will be allowed to be taken at another time, if the vacation is outside of the prime time vacation period of June 1st to the Tuesday following Thanksgiving. If the employee decides that the additional day(s) is to be taken at a later time then it will be taken at a time mutually agreed to by the employee and his or her immediate supervisor but within sixty (60) working days after the end of the vacation period. If mutual agreement is not achieved, the Company will pay the employee for the day not taken. If one (1) or more of the holidays observed by the Company pursuant to Article 19.01 occurs during an employee's vacation within the prime time period, such holiday(s) will be added to the beginning or the end of the employee's vacation as determined by the Company or, at the Company's discretion, will be allowed to be taken at another time.

18.05 Each employee shall be granted and shall take his or her vacation during the yearly vacation period and preference in the selection of vacation dates will be granted to employees on the basis of seniority within a department and classification. Vacation dates may only be changed where the Company and the employee mutually agree to a vacation date change.



18.06 By January 15th of each year, the Supervisors will commence meeting with employees in order of seniority for the purpose of having the employee select his/her preferred vacation time. This process of vacation selection will be completed by March 1st of each year. Blackout periods will be three (3) weeks before Thanksgiving and three (3) weeks before Christmas. Vacation requests may, however, be considered by the Company during the blackout period. By March 31st of each year, the approved vacation schedule will be posted by employee name and will remain posted. It is understood, however, that the final right to determine the scheduling of all vacations is exclusively reserved to the Company to ensure the efficient and orderly operation of the plant. Any other vacation request submitted after the above vacations have been finalized will be made in writing and confirmed in writing within two (2) weeks of the request and will be granted on a first come first serve basis. The Company will update the posted approved vacation schedule showing changes to the schedule **every three (3) months**. In addition the schedule for the previous year of vacation will remain posted until the end of April of the following year.

18.07 All vacation requests for full weeks of vacation will be given priority over requests for personal leaves of absence, banked overtime and single day vacations.

18.08 Employees, at their discretion, may take single days as vacation instead of taking one (1) full

week, provided the vacation is outside of the prime time vacation period of June 1st to the Tuesday following Thanksgiving. Employees with vacation entitlement in excess of three (3) weeks may be required to split their vacation period and take the fourth (4th) and/or fifth (5th) week of vacation at some other time as determined by the employee. Approval for any vacation scheduled after March 31st of each year will be based on operational requirements.

# 19

## **ARTICLE 19** **PAID HOLIDAY**

19.01 The following days will be observed as paid holidays for employees:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1st Mon. in Aug)	

If, during the life of this Agreement, a holiday should be declared by government which is not listed above and which is to be generally observed in the Province of Manitoba, such holiday shall be observed and paid by the Company under the same terms and conditions as apply to the holidays which are listed above.

19.02 In order to qualify for payment for any of the holidays referred to in Article 19.01, the employee must have worked on his or her last scheduled shift immediately preceding the holiday and his or her first scheduled shift immediately following the holiday unless absent on these days on account of a bona fide illness, to him or herself or their children, or other reasonable excuse, in which event the employee must produce a satisfactory medical certificate when requested **upon returning to work on their next scheduled shift.** In order for probationary employees to qualify for payment for any of the holidays referred to in Article 19.01, the probationary employee must have worked fifteen (15) of the last thirty (30) calendar days prior to the holiday, and have worked on his or her last scheduled shift immediately preceding the holiday and his or her first scheduled shift immediately following the holiday unless absent on these days on account of a bona fide illness, to him or herself or their children, or other reasonable excuse, in which event the employee must produce a satisfactory medical certificate when requested.

19.03 When a paid holiday occurs on a Saturday or Sunday, the holiday will be observed on the preceding Friday or following Monday as determined by the Company, but all other times will be observed on the date the holiday actually falls.

19.04 When December 26 falls on a Tuesday, Wednesday, Thursday, or Friday, Boxing Day will

be observed on December 26 or on December 24 as determined by the Company.

19.05 Part-time employees shall receive the average of the hours worked during the previous four weeks (4) weeks prior to the week of the paid holiday as noted in 19.01 above. Example: if a part-time employee worked eighty (80) hours in the previous four (4) weeks to the general holiday, they would be entitled to :

$$80 \text{ hours} \div 4 \text{ weeks} \div 5 \text{ days} = 4 \text{ hours pay.}$$

19.06 The Company will post by March 31st of each year the finalized list of the days on which the General Holidays will be observed.

## 20

### **ARTICLE 20 TOOLS AND CLOTHING**

20.01 Knives, steels, scissors, earplugs, hair nets, hard hats, smocks, aprons and gloves specified by the Company as required for work in the various areas of the plant will be supplied at no cost to employees subject to the establishment by the Company from time to time of such rules and regulations as it deems necessary to prevent abuse. Such items shall remain the property of the Company, shall not be removed from the Company premises and must be returned for a new issue or upon termination of employment

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or layoff. Items not returned in exchange for new issue or upon termination of employment or layoff will be paid for by the employee by way of payroll deduction.

All tools required by maintenance employees (except specialty tools) will be provided by the employee and said employee shall receive **four hundred (\$400) dollars (five hundred (\$500) dollars effective April 1, 2018)** per calendar year on January 1<sup>st</sup> of each year for partial compensation of tools. The tool allowance will increase on the following effective dates by the noted amounts:

#### 20.02      **Safety Boots**

The Company will provide employees working in the Sanitation Department with steel-toed rubber boots as, required.

All other employees the Company will reimburse an employee once every twelve (12) calendar months up to one hundred and **fifty (\$150.00) dollars – (effective April 1, 2017, one hundred and seventy-five (\$175) dollars, effective April 1, 2018, two hundred (\$200) dollars)** towards the cost of CSA approved safety footwear upon presentation of an appropriate receipt for the purchase.

The payment referred to above will only be paid to employees who have successfully completed their probationary period. Upon completion of the employee's probationary period, the eligible employee will receive the boot allowance as noted above. It is understood that no employee will

receive more than one payment of boot allowance in a continuous twelve (12) month period.

20.03 The Company agrees to provide uniform smocks to employees working in the laundry department.

# 21

## **ARTICLE 21** **SAFETY AND HEALTH**

21.01 The Company, the Union and the employees mutually agree to cooperate in maintaining and improving the clean and safe working conditions in the Company's premises and in its operations, as well as cooperating in developing reasonable rules and policies regarding Health and Safety as prescribed by legislation under the Workplace Safety and Health Act. The Union agrees to cooperate in the enforcement of safety rules and other Company regulations concerning safety and sanitation.

21.02 An employee injured while on duty and having to leave his or her job because of an injury received at work shall receive his or her regular day's pay provided the employee reports for medical treatment to the local hospital or to a medical practitioner and returns to work immediately following treatment (if so authorized by the attending physician) or at a time designated by the attending physician. The employee shall notify the Company of when said employee will be returning. If requested by

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the Company, the employee shall provide a medical certificate completed by the employee's doctor in order to be eligible for pay.

21.03 Any concerns arising regarding Health and Safety matters including but not limited to issues such as proper ventilation shall be referred to the Health and Safety Committee in order for them to investigate and resolve such matters. Any new process or new equipment introduced by the Company shall be reviewed by the Health and Safety Committee. Advanced notice of the introduction or implementation of new processes / equipment will be provided by the Manager, Health, Safety & Security / designate to the Health and Safety Committee wherever possible. Any employee who moves to a new classification will be given adequate Health and Safety training related to the new classification.

21.04 The Company may require an employee to undergo, at any time, a medical examination by a physician of its choice, and at its expense. This may be required by the Company when it is necessary to establish the state of health of a particular employee, or as a safeguard for other employees or to determine the cause of excessive absenteeism. The Company will notify the Union when it requires an employee to undergo a medical examination.

Employees may be required by the Company to produce a certificate from a duly qualified physician for any absence due to sickness or disability of three (3) consecutive work days certifying to the

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Company's satisfaction that he or she was unable to work due to sickness or disability. The Company may request a medical certificate for any sickness or disability at the Company's discretion. Employees will bear the cost of providing one certificate per illness/event and the Company will bear the cost of all other certificates related to that illness/event when requested.

21.05 (a) The Company agrees to the establishment of a Safety and Health Committee in accordance with the provisions of the Workplace Safety and Health Act (Manitoba), section 40, which shall meet once every two (2) calendar months, or more often if required. A safety and health committee will consist of six (6) employees appointed or elected by the Union and up to an equal number of individuals appointed by the Company. All committee members shall receive copies upon request of any improvement orders ordered by the Workplace Safety and Health Division.

Minutes of all meetings shall be kept and a copy shall be given to each member of the committee by the Worker Co-chair. The Company Chairperson shall provide a copy of the minutes in the binder located in the employee hallway and shall fax or email meeting minutes to the Union Representative.

(b) When the Company meets with employees for the purposes of reviewing placing the employee into modified duties due to medical reasons, the employee may choose to have a shop steward or Health and Safety Committee member attend the meeting. The Union will provide a list of trained shop stewards/Health and Safety committee members who are available for this purpose.



21.06 If inclement weather occurs where road travel is not recommended in the area which results in employees attending to work late, the employee will not be subject to any disciplinary action, and the absence will be considered to be excused provided they notify the Company of their inability to attend on time.

21.07 The Company agrees to provide each member of the Safety Committee with two (2) normal working days leave of absence per year with pay in order to attend safety-related educational conferences or seminars that are either offered by the Workplace Safety and Health Division, the UFCW Training Centre, or approved by the Workplace Safety and Health Committee. The Company shall reimburse employees for mileage at a rate consistent with current company policy and parking when attending Health and Safety training courses to a maximum of one hundred and thirty (130) kilometres.

## **ARTICLE 22** **LUNCHROOMS**

**22**

22.01 The Company will continue to provide the lunchroom facilities that currently exist, and all employees shall be entitled to use those facilities during their meal and rest periods. Lunchroom facilities shall not be used by anyone excluded from this agreement for the purpose of conducting meetings during regularly scheduled meal and rest periods

# 23

## **ARTICLE 23** **BENEFITS**

23.01 The Company shall provide for the Company portion of all benefits as stipulated in Appendix "B" of this agreement, for all eligible employees. The Company shall provide and maintain the benefits referred to in Appendix "B" and all benefit plans will form part of this Collective Agreement.

23.02 Attached to this Agreement in Appendix "B" is a general description of the existing benefits referred to in Article 23.01 above.

23.03 The Company's obligation with respect to benefits shall be restricted to solely being required to pay the premiums for said benefit plans in the amount stipulated.

# 24

## **ARTICLE 24** **WAGES**

24.01 The wages payable to employees shall be those set forth in Appendix "A" and shall form part of this Agreement.

24.02 All employees in the bargaining unit shall be paid by direct deposit issued to the employee's bank accounts by 8:00 a.m. on Friday morning bi-weekly. Employee's paystubs will be issued to each employee

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by Thursday of that same week. The paystubs will clearly identify all earnings and deductions in detail.

24.03 In the event that an employee believes that there is a discrepancy on their pay, they must approach their Supervisor to resolve the issue. Should the Supervisor be unable to resolve the issue within two (2) working days, the matter will be forwarded to Payroll, and if needed, the employee may be granted access to their payroll record.

24.04 **Payroll Errors**

The Company shall correct any payroll shortages on an employee's pay totalling seventy-five (\$75.00) dollars or more within two (2) business days following the date on which the pay shortage was brought to the attention of the Company. The Company shall correct all payroll shortages brought to their attention of less than seventy-five (\$75.00) dollars by the affected employee's next pay day.

24.05 Where the Company requires an employee to temporarily fill a classification for more than **two (2)** hours in a regular working day paying a higher rate of pay, then the employee shall receive the higher rate of pay for the temporary promotion. It is understood that this article applies when employees are required to relieve or assist another employee for more than **two (2)** hours on a regular shift and an employee rendering assistance to another employee in a higher classification on an occasional basis during the course of a work day will continue to be paid the

rate of pay for his or her regular classification. Where the Company requires an employee to temporarily fill a classification for less than eight (8) hours in a regular working day paying a lower rate of pay, then the employee shall continue to be paid the rate of pay for his or her regular classification.

**24.06** In the event that the Company creates a new classification or significantly alters an existing classification during the term of this agreement, the Company will advise the Union at least thirty (30) days prior to the implementation of the proposed new classification.

The Company will provide the Union with the job description for the classification as well as a proposed wage rate. Should the parties not come to an agreement on the appropriate wage rate, the Union may file a grievance and the issue may proceed to an arbitration hearing to determine the new wage rate.

# 25

## **ARTICLE 25** **TECHNOLOGICAL CHANGE**

25.01 The Union recognizes that the Company, consistent with management rights, has the right to introduce into its operations or business technological changes as defined in the Labour Relations Act (Manitoba). Where such changes proposed to be introduced will likely affect the security of employment of a significant number of

non-probationary employees in terms of potentially resulting in a significant number of terminations or layoffs of such employees, then the Company will give the Union as much prior notice of the technological change as is possible.

25.02 Upon such notice being given the Company will consult with the Union with a view to developing programs for the retraining and rehabilitation of employees in the performance of new skills in order to limit, minimize or prevent the potential loss of employment opportunities for the affected employees.

This Article is not restrictive of normal management rights outlined in this Agreement where:

- (a) the conditions of 25.01 above are inapplicable; or
- (b) if 25.01 is applicable, the result will not likely result in the termination or layoff of a significant number of probationary regular full-time employees.

25.03 If technological change does occur and an employee's job is changed in terms of the scope of the duties actually performed or the start and quit times have changed or the days of work have changed, then those employees will be entitled to bump by seniority into other positions in the bargaining unit as long as they are capable of performing the work and have the qualifications required.

## **ARTICLE 26** **HARASSMENT/ABUSE POLICY**

### 26.01 **PURPOSE**

The purpose of this policy is to foster a respectful workplace and positive work environment through the prevention and prompt resolution of harassment. Harassment in the workplace or in connection to the workplace is unacceptable and will not be tolerated. Individuals working at Granny's Poultry Co-operative are entitled to enjoy a harassment-free workplace and a positive work environment.

Granny's Poultry Co-operative will endeavour, at all times, to provide a work environment that is supportive of productivity and the personal goals, dignity and self-esteem of every individual.

Granny's Poultry Co-operative will not, and individuals should not, condone behaviour in the workplace, or in connection with the workplace, that is likely to undermine work relationships or productivity.

Every employee of Granny's Poultry Co-operative has the right to be treated with respect and dignity in the workplace, or in connection with the workplace, and has a responsibility to treat other individuals in the same manner.

Attitudes conducive to resolving issues of harassment are: frank communication; a willingness to address the problem directly and comprehensively;

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the firm belief that prevention is part of the solution; and the desire of all staff members to have a positive, healthy work environment.

#### 26.02      **APPLICATION**

This policy applies to, and is for the benefit of, all individuals who work at Granny's Poultry Co-operative.

The complaint process as defined in this policy applies to all individuals who work at Granny's Poultry Co-operative.

#### 26.03      **DEFINITIONS**

***Positive Work Environment*** - the work environment consists of the shared, physical and social surroundings where work and rest activities take place at Granny's Poultry Co-operative. A positive work environment is one in which the dignity and self-respect of the person is valued. It is an environment free from unnecessary and offensive remarks, materials or behaviours.

***Workplace*** - the workplace refers to incidents that occur at the workplace within the course of employment. Protection against acts of harassment extends to incidents occurring at, or away from the workplace, during or outside normal working hours, provided such acts committed are related to the course of employment.

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***Complaint*** - is a formal written allegation of harassment.

***Harassment*** - Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew or ought reasonably to have known would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual. Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex (including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy), gender determined characteristics, marital status, sexual orientation, political belief, physical or mental disability, family status and conviction for an offense for which a pardon has been granted, and any act of intimidation or threat.

***Sexual Harassment*** - Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of incidents that might reasonably be expected to cause offense or humiliation to an individual, or that might reasonably be perceived by an individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Harassment includes abuse of authority which means a person's improper use of power and authority



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inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also include the favouring of one individual to the disadvantage of another.

As a guideline, harassment may include, but is not limited to one, or a combination of the following:

- verbal abuse or threats
- unwelcome invitations or requests, remarks, jokes, or taunts of a discriminatory nature
- displaying racist or offensive material
- practical jokes causing embarrassment or humiliation
- invading a person's physical space by standing closer than necessary or appropriate
- unwelcome inquiries or comments about a person's personal life
- condescension or paternalism undermining self-respect
- a promise of reward for complying with a sexually oriented request by a person who is in a position to grant or deny the reward to the recipient
- a sexual solicitation or advance, if the person making the solicitation/advance knows, or

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should know, that it is objectionable and unwelcome

- a reprisal or threat of reprisal for rejecting a sexual solicitation/advance
- when submission of such conduct is made implicitly or explicitly a condition of employment
- when submission to, or rejection of, such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, raise in salary, job security and benefits affecting the employee)
- when such conduct has the purpose, or the effect, of interfering with a person's work performance or creating an intimidating hostile or offensive work environment
- objectionable and unwelcome conduct or comments such as:
  - unnecessary physical contact such as touching or patting
  - leering at a person's body in an intimidating manner
  - unwelcome remarks, taunts, jokes or other verbal abuse
  - displaying pornographic or other offensive or derogatory material
  - degrading words used to describe a person
  - derogatory or degrading remarks directed towards members of one's sex or sexual orientation

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- sexually suggestive or obscene comments or gestures
  - unwelcome inquiries or comments about a person's sex life
  - unwelcome sexual flirtations, advances, or propositions
  - persistent unwanted contact or attention whether after the end of a consensual relationship, or otherwise
  - requests for sexual favours
  - sexual assault

## 26.04 **RESPONSIBILITY AND AUTHORITY**

The management of Granny's Poultry Co-operative are responsible to provide a work environment that is free of all forms of harassment for all employees. In addition, there is a commitment, on the part of management, to investigate all written complaints in an expeditious manner.

It is the responsibility of every employee to respect the rights of individuals in the workplace and to maintain a work environment that is free from any actions, either deliberate or unintentional, that may be interpreted as harassment.

An employee may choose to discuss a situation with the employee's immediate Supervisor, another Manager, the Human Resources Department, the Employee Assistance Counsellor, or another person in authority. A Union member may contact their Union Representative or Shop Steward for further advice.

Individuals who wish to lodge a complaint under this policy should:

1. Immediately make their disapproval and/or unease known to the person responsible for the action.
2. If the activity or behaviour is concerning and/or persists after the person has been approached, the individual should speak to his/her supervisor, and confirm the conversation with a letter of complaint to that supervisor.
3. Keep a record of the date(s), nature of the incident(s) and witness(es) - if any.
4. Normally, the line of authority - to his/her supervisor - should be followed for reporting allegations of inappropriate conduct. If the supervisor is responsible for the alleged inappropriate conduct, it should be reported to the supervisor's immediate supervisor.
5. An individual may choose not to confront the responsible person, but should speak directly with his/her appropriate supervisor. In all instances, corrective action should be taken immediately.
6. This procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.

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7. A Union employee may choose to seek the advice of the Union Representative or Shop Steward at their discretion.

Management (the supervisor(s) of the parties involved) will take the following steps:

1. Interview both/all parties involved in the incidents.
2. Interview any witnesses.
3. Document the situation accurately and completely, and inform the Manager of Human Resources who will:
  - render a decision as soon as possible and advise the parties of the action to be taken, if any; and
  - ensure that all information concerning the incident is kept confidential.

## 26.06 **FILING A COMPLAINT**

1. The complaint must be filed within one year of the alleged harassment leading to the complaint, unless there are extenuating circumstances.
2. The complainant (i.e. the employee allegedly being harassed) should file a written complaint with the Manager of Human Resources, copies to the Union Representative at the Union employee's discretion. The envelope should be marked "Personal & Confidential".
3. If the respondent (i.e. the alleged

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harasser) is an employee in the office of the Manager of Human Resources then the employee should submit a written complaint to the Chief Executive Officer, copied to the Union Representative at the Union employee's discretion. The envelope should be marked "Personal & Confidential".

4. The investigation will be conducted by the Manager of Human Resources and copied to the Union Representative if requested by the Union employee.
5. The Investigators will ensure the complaint is investigated in an expeditious and confidential manner.
6. The Investigators will immediately assess whether action is required to maintain a safe work environment for the complainant while the investigation is occurring. At the same time, if required, supportive counselling will be arranged by the Manager of Human Resources.
7. The Investigators will advise all employees involved in the investigation of the confidential nature of the complaint.
8. The Investigators will provide a written response to the Chief Executive Officer outlining the findings and any recommended action.
9. The Investigators will provide a letter to the harassee outlining the outcome of the investigation, copied to the Union

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Representative at the Union employee's request.

26.07      **INVESTIGATION REPORT**

1. On completion of the investigation, the Investigators will prepare a written report and submit it to the Chief Executive Officer. The confidential report is a record of the findings of the Investigator.
2. The Investigator's report will include the recommendation of the Investigator. The recommendations may include, but are not limited to one, or a combination of, the following:
  - order the respondent (i.e. the harasser) to cease and desist the offensive behaviour;
  - take further steps to ensure further harassment does not reoccur in the workplace that can include:
    - transferring employees
    - rearranging or changing then-duties and/or responsibilities
    - changing employees' hours of work
    - recommending appropriate training programs for both management and/or employees
    - take appropriate disciplinary action, up to and including dismissal

26.08      **INQUIRIES**

Inquiries on the interpretation of the policy should be directed to the Manager of Human Resources or to the Union Representative.

26.09      **RESPECT AND DIGNITY IN THE WORKPLACE**

Granny's Poultry agrees that employees will be treated with dignity and respect and will encourage all employees to do so. The Union agrees to cooperate with the Company to encourage employees to treat all members, employees, customers, and each other with dignity and respect.

**27**

**ARTICLE 27**  
**WORKERS COMPENSATION**  
**BOARD**

27.01      When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall immediately inform the Company so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any available information required by the Workers Compensation Board from the Company shall be provided by the Company immediately.

27.02      An employee injured in an accident while at work, having to leave work because of the injury



and qualifying for Workers Compensation benefits as a result of the injury but not compensated by Workers Compensation for the wages lost on the day of the injury shall be paid by the Company for the hours he or she would otherwise have worked on the day of the injury had he or she not been injured.

## **ARTICLE 28** **FINAL OFFER SELECTION**

**28**

28.01 The Company and the Union agree to commence negotiations for the renewal of the existing Collective Agreement between them once notice has been properly given in accordance with terms of said Collective Agreement. The Company and the Union further agree to negotiate in good faith with a view to reaching agreement on a renewal of said existing Collective Agreement.

28.02 Should the Company and the Union reach an impasse in negotiations for the renewal of the above mentioned Collective Agreement, they mutually agree to extend said Agreement in its entirety and shall forego the right to strike or lockout. All outstanding matters will then be submitted to final offer selection as herein provided:

- (a) The Company and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse. The final differing positions

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submitted to the Selector will be confined to these agreed outstanding issues.

- (b) This single Selector shall be chosen in rotation from a list consisting of:
- Bill Hamilton
  - Michael Werier
  - Gavin Wood
- (c) If any individual member from the above list who, having been requested in his turn to act as Selector, shall be unable or unwilling to act, he shall not again be requested to act as Selector until his name comes up again on the regular rotation of the list.
- (d) The Selector shall receive a written statement or brief (“Submissions”) from the Company and the Union, outlining each of their respective positions on the outstanding proposals, within fourteen (14) days of his appointment. The Selector will also receive copies of all agreed changes. Upon receiving both Parties’ Submissions the selector shall simultaneously release one copy of each party’s Submissions to the opposing party.
- (e) The Selector shall only have the jurisdiction and authority to select either the entire Company position or the entire Union position as the basis for settlement of the new Agreement. The Selector shall have full jurisdiction to rule on any dispute that may arise in the application and implementation of this Article 28

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and he may establish the procedure for the conduct of the hearing contemplated under Article 28.02 (f), except to the extent that it would conflict with the terms of this Article 28.

- (f) The Selector shall convene a meeting of both parties within thirty (30) days of his appointment for the purpose of hearing explanation of the final positions which have been submitted. The Selector shall give full opportunity to the parties to present evidence and argument in support of and in response to the respective positions outlined in the Parties' submissions.
- (g) Within ten (10) days of the meeting the Selector shall select either the entire position advanced by the Company or the entire position advanced by the Union as outlined in its respective Submission and notify the parties in writing of the selection he has made. The Selector's selection is final and binding on the Parties and it shall immediately become the Collective Agreement that is in force and effect between the Company and the Union. Upon receiving notice of the Selector's selection, either Party may request the Selector's written reasons for same and the Selector shall provide said written reasons within sixty (60) days.
- (h) The Company and the Union shall each pay one-half of the fees and expenses of the Selector.

- (i) This procedure shall terminate effective with the renewal of any Collective Agreement reached as a result of its use. It may further be renewed only by mutual agreement between the Company and the Union.

## 29

### **ARTICLE 29** **HACCP REGULATIONS**

29.01 Where this Collective Agreement conflicts with Provincial, Federal or HACCP regulations the Provincial, Federal and HACCP regulations shall prevail.

## 30

### **ARTICLE 30** **LIVE HAUL DRIVERS**

30.01 All non-probationary Live Haul drivers shall be issued summer and winter uniforms displaying the Company's logo. These uniforms and coveralls shall be supplied by the Company at no cost to the employees, and the Company shall be responsible for repairing or replacing them due to normal wear and tear.

30.02 A Live Haul employee who has not been notified prior to the commencement of his regular shift that he is required to work overtime and does work more than two and one-half (2½) hours in addition

to and immediately following said employee's normal work period of eight (8) hours that day shall be provided with a hot meal or a meal allowance of nine dollars and fifty (\$9.50) cents (**twelve (\$12) dollars effective the first pay period after April 1<sup>st</sup>, 2016**). This meal allowance shall also be paid to a Live Haul Driver for any trip that is two (2) hours or more one way from the town of Blumenort.

30.03 The present practice of scheduling Live Haul Drivers so that hours are maximized for Live Haul Drivers through trip assignments shall continue. Changes to the scheduling practices in the Live Haul department shall be discussed at a meeting with the Live Haul Drivers prior to implementation. Unresolved issues shall be referred to the joint Labour Management Committee for determination.

## **ARTICLE 31** **DURATION OF AGREEMENT**

**31**

31.01 This Agreement shall remain in full force and effect from April 1, **2016** until March 31<sup>st</sup>, **2021**.

31.02 If either party desires to revise or terminate this Agreement, they will give the other party not more than ninety (90) days and not less than thirty (30) days' notice in writing prior to the expiry date of this Agreement. If notice is not given as specified above this Agreement shall automatically

be renewed from year to year thereafter unless notice is given in accordance with this Article 31 during any renewal year. During the period of negotiations for a revised or new agreement, this Agreement shall remain in full force and effect subject to the provisions of the Labour Relations Act (Manitoba).

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

SIGNED THIS 6th DAY OF April, 2016.

**FOR THE UNION:**

Paul Morrison  
ATP  
W. J. [unclear]  
Fred [unclear]  
[unclear]  
[unclear]

**FOR THE COMPANY:**

Andrea Thompson  
[unclear]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **APPENDIX "A"**

## **CLASSIFICATIONS AND WAGES**

# A

### A-1- Classifications and Wages

Class	Current	1-Apr-16	1-Apr-17	1-Apr-18	1-Apr-19	1-Apr-20
Class 1						
Start	\$12.00	\$12.24	\$12.48	\$12.77	\$13.05	\$13.38
After 6 Months	\$16.77	\$14.68	\$14.97	\$15.31	\$15.65	\$16.04
After 12 Months		\$17.11	\$17.45	\$17.84	\$18.24	\$18.70
Class 2						
Start	\$12.00	\$12.24	\$12.48	\$12.77	\$13.05	\$13.38
After 6 Months	\$17.27	\$14.93	\$15.23	\$15.57	\$15.92	\$16.32
After 12 Months		\$17.62	\$17.97	\$18.37	\$18.79	\$19.25
Class 3						
Start	\$12.00	\$12.24	\$12.48	\$12.77	\$13.05	\$13.38
After 6 Months	\$17.86	\$15.23	\$15.53	\$15.88	\$16.24	\$16.65
After 12 Months		\$18.22	\$18.58	\$19.00	\$19.43	\$19.91
Class 4						
Start	\$12.90	\$13.16	\$13.42	\$13.72	\$14.03	\$14.38
After 3 Months	\$18.12	\$15.82	\$16.14	\$16.50	\$16.87	\$17.29
After 6 Months		\$18.48	\$18.85	\$19.28	\$19.71	\$20.20
Class 5						
Start	\$16.00	\$16.32	\$16.65	\$17.02	\$17.40	\$17.84
After 3 Months	\$20.39	\$18.56	\$18.94	\$19.36	\$19.80	\$20.29
After 6 Months		\$20.80	\$21.21	\$21.69	\$22.18	\$22.73

Class 6 A Non Trades						
Start	\$16.81	\$17.15	\$17.49	\$17.88	\$18.28	\$18.74
1 Year	\$18.98	\$19.36	\$19.75	\$20.19	\$20.65	\$21.16
2 Year	\$19.64	\$20.03	\$20.43	\$20.89	\$21.36	\$21.90
3 Year	\$20.08	\$20.48	\$20.89	\$21.36	\$21.84	\$22.39
4 Year	\$20.85	\$21.27	\$21.69	\$22.18	\$22.68	\$23.25
Class 6 B Apprentice						
Start	\$16.81	\$17.15	\$17.49	\$17.88	\$18.28	\$18.74
1 Year	\$18.98	\$19.36	\$19.75	\$20.19	\$20.65	\$21.16
2 Year	\$19.64	\$20.03	\$20.43	\$20.89	\$21.36	\$21.90
3 Year	\$20.08	\$20.48	\$20.89	\$21.36	\$21.84	\$22.39
4 Year	\$21.03	\$21.45	\$21.88	\$22.37	\$22.88	\$23.45
Class 6 C Tradesman						
Start	\$23.49	\$25.60	\$26.18	\$26.77	\$27.37	\$27.99
1 Year	\$25.80	\$28.12	\$28.75	\$29.40	\$30.06	\$30.74
2 Year	\$26.70	\$29.10	\$29.76	\$30.43	\$31.11	\$31.81
Class D Journeyman						
Start	\$24.38	\$26.57	\$27.17	\$27.78	\$28.41	\$29.05
1 Year	\$26.70	\$29.10	\$29.76	\$30.43	\$31.11	\$31.81
2 Year	\$27.60	\$30.08	\$30.76	\$31.45	\$32.16	\$32.88

## **A-2      Retroactive Pay**

**Retroactive pay will be paid to all employees within thirty (30) days of the date of ratification.**



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**For new hires who are hired after the date of ratification, the wage grid will be adjusted to reflect additional progression steps. For classifications 1 to 3 the increments will be at 6 months and 12 months. For classifications 4 and 5 the increments will be at 3 months and 6 months. Existing employees hired before the date of ratification will continue to receive their final increment increase after 6 months for classifications 1-3 and after 3 months for classifications 4 and 5.**

### **A-3 Service Premiums**

**Service Premiums contained in Appendix A will continue to apply as per the current structure below for all existing employees. New employees hired after the date of ratification will not be eligible for service premiums.**

### **Service Premiums**

All employees shall receive an hourly premium for all hours worked based on their completed years of service from date of hire as follows:

Employees with 5 years or more	thirty (30¢) cents per hour
Employees with 10 years or more	fifty-five (55¢) cents per hour
Employees with 20 years or more	seventy (70¢) cents per hour

All increases noted above shall take effect the date noted above.

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## A-2 Job Classifications

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### Class 1

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9 Pc. Fat Remover	Strapper / Gas Flush Operator
9 Pc. Packer	Tank Washer
Bagger	Tray Packer
Bird Sorter	Trimmer (Scissors)
Box Loader (Tray Pack)	Tub Washer
Bulk Packer	Turkey Hanger (Cut Up)
Pinner	Package Labeller
Chicken Rehang	

#### Cryovac

Giblet Packer  
Bird Shaper  
Insert Giblet  
Johnson Tank

#### Turkey Evis

Esophagus Cut  
Extruder  
Giblet Salvage  
Gizzard Peel

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### Class 2

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9 Pc. Loader	Grinder Tenderizer
QC Inspector	Leg Presser
Box Machine Operator	Sanitation -
Box Pack Piler	Scaler / Pricer
Cooler Piler	Trimmer (Knife)
<b>M. D. M. Operator</b>	<b>Operational Clean Up</b>

#### Cryovac

Baster  
Cryovac Trimmer (Knife)  
Cryovacer  
Grader / Trimmer  
Sorting Room

#### Turkey Evis

Neck Slitter  
Oil Sack Cutter  
Rosebud Cutter  
Tail Cutter  
Turkey Opener / Bar Cut  
Turkey Rehang  
Ventor

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**Class 3**

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Circular Saw Operator	IQF Operator
Forklift Operator	Knife Sharpener
Shipper	Meyn Operator
Spin Chill Operator/Moisture	
Pick up	

**Turkey Evis Certified**

Carcass and Viscera Inspector
Contamination Trimmer
Deboner
Final Trim Evisceration
Floater
Inspector Helper

**Turkey Evis Non-Certified**

3 Point Turkey
Manual Cropper
Trussing and Unloading Birds
Vacuum Operator

**Chicken Evis Certified**

Carcass and Viscera Inspector
Contamination Trimmer
Deboner
Final Trim Evisceration

Floater
Inspector Helper
Pre-inspection
Presenter Detector

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**Class 4**

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City Delivery Truck Driver	Ossid Operator
F. P. S. Monitor (Chicken & Turkey)	Out of Scope Replacement
Forklift Operator (Live Hang)	<b>IQF Operator</b>
Live Bird Hanger (Chicken)	
Order Coordinator	

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**Class 5**

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Evisceration Equipment Adjuster	Live Bird Hanger (Turkey)
Linco Machine Operator	Live Bird Receiver
	Live Haul Driver

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**Class 6**

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Maintenance

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# B

## **APPENDIX "B"** **BENEFITS**

### **PREAMBLE**

The Company shall continue to provide all of the benefits currently provided for employees under the existing conditions/qualifications, who qualify after a twelve (12) month waiting period from date of hire, as briefly described below in Appendix B-1 through B-12 inclusive. The cost of the premiums for the benefits in Appendix B-1 through B-10 inclusive will be cost-shared between the Company and the employee upon a percentage basis as follows:

85% Company paid 15% employee paid.

### **B-1      Group Life Insurance**

1 x annual earnings plus \$10,000 to a maximum of \$110,000

### **B-2      Dependent Life Insurance**

\$10,000 - spouse

\$ 5,000 - child

### **B-3      Critical Conditions**

Employee - \$50,000

Spouse - \$10,000

Children - \$5,000 each

Benefit payable after thirty (30) day waiting period

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**B-4      Weekly Indemnity Benefits**

66 2/3% of weekly earnings up to EI maximum payable on the 1<sup>st</sup> day in the event of accident, 6<sup>th</sup> day in the event of sickness or if hospitalized, and payable for fifteen (15) weeks.

**B-5      Long Term Disability**

60% of earnings up to a maximum of \$4,500 per month. Benefits commence on the 106<sup>th</sup> day in the event of accident or sickness.

**B-6      Ambulance/Hospital Semi-Private Benefits**

No deductible - 100% reimbursement

**B-7      Extended Health Care Benefits**

No deductible - reimbursement to subscriber 80% of eligible charges. No overall benefit maximum.

**B-8      Vision Care Benefit**

100% reimbursement - maximum benefit of \$200 of eligible expenses every 24 months (effective October 1<sup>st</sup>, 2001).

**B-9      Unlimited Group Travel**

No deductible - 100% reimbursement on eligible expenses.

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**B-10     Dental Plan**

90% coverage for basic dental services  
75% coverage for major dental services  
50% coverage for orthodontic services  
All coverage, including orthodontic is for employees and their eligible dependents.

**B-11     Pension Plan**

The Company agrees to continue to offer a DPSP plan which allows employees and the Company to contribute into an RRRSP fund in the employee's name as follows:

5% of the employee's gross regular earnings  
paid by the Company 3% paid by the  
employee

All employees who wish to enroll shall be entitled to enroll in the above noted plan. Should the employee opt to contribute a greater percentage than 3%, the Company will arrange for payroll deductions for this purpose.

**B-12     Education and Training Trust Fund**

The Company agrees to contribute two (2¢) cents per hour for each hour worked by the employees in the bargaining unit into the Union's Education and Training Trust Fund. Such contributions shall be forwarded to the Union's trust fund within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period

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and shall be accompanied by an itemized statement detailing the names of the employees for whom contributions were made and the calculations that were used to determine the amount of contributions that were made on behalf of each such employee.

C-1      Joint Labour Management Committee**Terms of Reference**

**PURPOSE:** To discuss and resolve work related issues, complaints and potential grievances and to promote a more harmonious relationship between the Company and its employees with the understanding that neither party forfeits their right to resolve their matter through the grievance procedure if such resolution is unattainable through this Committee.

**DUTIES:**

- (a) to review issues raised by committee members in an attempt to resolve them.
- (b) To keep minutes of meetings to be reviewed at each subsequent meeting. The Manager Human Resources / designate shall be responsible for the production of meeting minutes.

**MEMBERSHIP:** Membership shall consist of not more than four (4) Union members, comprised of the full-time Union Representative, the Chief Shop Steward and a maximum of two (2) other shop stewards of the Union's choice. The members attending said Joint Labour Management meeting will be chosen by the Union and rotated from time to time. The Company agrees to make available



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as many members of the management team as is required to investigate, answer and resolve issues raised by the Union committee members. Members' attendance at Joint Labour Management meetings will be considered time worked at their regular rate of pay. This meeting is not subject to the provisions of Article 15.02 of the collective agreement.

**MEETINGS:** The Joint Labour Management Committee shall meet at least quarterly, or as needed depending on the issue(s) before the Committee.

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## **LETTER OF UNDERSTANDING**

BETWEEN:

**GRANNY'S POULTRY  
CO-OPERATIVE LTD.** herein referred  
to as the "**Company**"

**AND**

**UNITEDFOODANDCOMMERCIAL  
WORKERS UNION, LOCAL NO.  
832**, chartered by the United Food &  
Commercial Workers International  
Union, hereinafter referred to as the  
"Union".

**1. REHAB INFORMATION**

The Company shall notify the Union in advance of any return to work assignments for any employee returning from leave due to illness or injury with workplace restrictions. The purpose of this information is for the Union to represent its members who are returning to work from Worker's Compensation leave or from the Company's benefit carrier.

2.

**LOCKER SEARCHES**

Locked locker searches shall be conducted by the Company only in the presence of the affected employee and a Shop Steward. The Company shall not be restricted from searching lockers that are not locked, for the general purpose of ensuring that contents do not violate HACCP regulations.

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

SIGNED THIS 6<sup>th</sup> DAY OF April, 2016.

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Brent D. De  
\_\_\_\_\_

FOR THE COMPANY:

Andrew Thompson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## LETTER OF UNDERSTANDING

### BETWEEN:

**G R A N N Y ' S P O U L T R Y  
CO-OPERATIVE LTD.** herein 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: Driver Scheduling

The parties realize that the nature of the Company's operation is such that last minute changes to Driver's schedules are often necessary to meet customer demands and operational needs and therefore, the Company may have to change a Driver's schedule on short or sometimes no notice. However, the Company acknowledges it is an inconvenience to Drivers to have their schedules provided to them or changed on short notice and therefore the Company will make all reasonable and good faith efforts to provide Drivers with their schedules as far in advance as possible.

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

SIGNED THIS 6<sup>th</sup> DAY OF April, 2016.

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Scott R. De  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE COMPANY:

Christine Thompson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

**GRANNY'S POULTRY  
CO-OPERATIVE LTD.**, hereinafter  
referred to as the "Employer",

AND

**UNITEDFOODANDCOMMERCIAL  
WORKERS UNION, LOCAL NO.  
832**, chartered by the United Food &  
Commercial Workers International  
Union, hereinafter referred to as the  
"Union".

**Subject: Letter of Understanding - GPC Turkey  
Evisceration / Live Hang  
EI Qualification Program**

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Based on discussions during the most recent negotiations, this will confirm the parties acknowledge that the hours of work in the Turkey Evisceration, Live Hang and Cryovac departments are seasonal in nature. As a result, hours of work in these departments are normally reduced when the holiday season busy period ceases. In order for these employees to supplement their income through Employment Insurance (EI), this will confirm that the Company will lay these employees off for a period of time that will qualify them for EI.

This process will require that the layoffs will not occur before January but will begin in January of each year on the assumption that operational needs permit such layoffs. Layoffs will not be done on the basis of

seniority but will be put in effect in whatever sequence and grouping are determined by the Company based on operational need. Each group of employees will be laid off in a sequential rotating basis for a period of time equal to or greater than seven (7) calendar days as determined by the Company based on operational need.

It is further understood that to facilitate this exercise in an organized manner, all bumping rights provided in the Collective Agreement shall not apply to these employees until the layoffs are concluded. It is also understood and agreed between the parties that Article 13.01 of the Collective Agreement shall not apply when Turkey Evisceration and Live Hang or Cryovac employees are laid off pursuant to this Letter of Understanding and therefore said employees shall have no right to bump any other employee out of his or her position upon being laid off pursuant to this Letter of Understanding.

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

SIGNED THIS 6<sup>th</sup> DAY OF April, 2016.

FOR THE UNION:

\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

FOR THE EMPLOYER:

\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

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## LETTER OF UNDERSTANDING

**GRANNY'S POULTRY  
CO-OPERATIVE LTD.**, hereinafter  
referred to as the "Employer",

AND

**UNITEDFOODANDCOMMERCIAL  
WORKERS UNION, LOCAL NO.  
832**, chartered by the United Food &  
Commercial Workers International  
Union, hereinafter referred to as the  
"Union".

**Subject: Letter of Understanding – Job Posting  
in Sanitation**

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“This letter will confirm that Granny’s Poultry Cooperative will join with the United Food & Commercial Workers Union, Local 832 to revise the job posting for employees in Sanitation as follows: where there is a vacancy in the Sanitation Department, **regular** employees currently working in Sanitation will be given first offer of those job duties by qualifications and seniority. It is understood that all Sanitation employees have equal skills and qualifications within the Sanitation department. It is further understood there will be no subsequent



movement of employees in sanitation as a result of the vacancy.”

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

SIGNED THIS 6<sup>th</sup> DAY OF April, 2016.

FOR THE UNION:

\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
*[Handwritten initials]*

FOR THE EMPLOYER:

*Stephen Thomson*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

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## LETTER OF UNDERSTANDING

**GRANNY'S POULTRY  
CO-OPERATIVE LTD.**, hereinafter  
referred to as the "Employer",

AND

**UNITEDFOODANDCOMMERCIAL  
WORKERS UNION, LOCAL NO.  
832**, chartered by the United Food &  
Commercial Workers International  
Union, hereinafter referred to as the  
"Union".

### **Re: Long Haul Driver Compensation for Saskatchewan Loads**

This Letter of Understanding shall confirm the parties' agreement relating to the manner in which long haul drivers are to be compensated for Saskatchewan loads and shall come into effect on April 1, 2013. For all other loads, drivers will continue to be compensated in accordance with the current collective agreement.

Notwithstanding, the terms of the current collective agreement drivers shall be compensated based on a flat rate for each Saskatchewan load in accordance with the following Saskatchewan Live Haul Freight Schedule:

<b>Farm</b>	<b>Miles</b>	<b>Time (Hrs. per trip)</b>	<b>Flat Rate Per Driver</b>
Langelaar	1,172	25	\$487.50
Piro	1,172	25	\$487.50
Wiersma	1,056	23	\$448.50
Joni	1,150	23.5	\$458.25
Clark's	570	15	\$292.50
Russ W	1,112	23	\$448.50
Hillcrest	1,004	23	\$448.50
Westcoast	950	20.5	\$399.75
Callicoon	1,176	25	\$487.50
Hedegus	600	14.5	\$282.75

The flat rate per driver shall be calculated using the current straight time hourly driver rate multiplied by the hours per trip as set out above. When there is an increase to the straight time hourly driver rate, the flat rate per driver shall be adjusted to reflect such increase. When hours per trip are exceeded; drivers shall be paid at their straight time hourly rate for all excess hours.

The Company reserves the right to add to or delete Farms from the Saskatchewan Live Haul Freight Schedule.

During the life of the collective agreement, the Company agrees not to contract out Saskatchewan live haul freight so long as the above method of compensation remains in effect.

This Letter of Understanding shall terminate upon the expiration of the collective agreement unless the parties agree to its renewal.

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

SIGNED THIS 6<sup>th</sup> DAY OF April, 2016.

FOR THE UNION:

\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

FOR THE EMPLOYER:

\_\_\_\_\_  
*[Handwritten signature]*  
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*[Handwritten signature]*  
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## LETTER OF UNDERSTANDING

**GRANNY'S POULTRY  
CO-OPERATIVE LTD.**, hereinafter  
referred to as the "Employer",

AND

**UNITEDFOODANDCOMMERCIAL  
WORKERS UNION, LOCAL NO.  
832**, chartered by the United Food &  
Commercial Workers International  
Union, hereinafter referred to as the  
"Union".

### Entry Level Employee Roll – Over Protocol

- 1) **When an entry level employee becomes a regular full-time employee as a result of the operation of Article 3.06 (e) (the “rollover employee”) the Employer will, pursuant to Article 12.04, determine whether there is a vacancy in the area in which the rollover employee was working when he or she rolled over and, if there is a vacancy, whether there is a requirement to fill that vacancy to meet business needs. If there is no vacancy, then, pursuant to Article 12.05, the rollover employee will be reassigned to a vacancy that the Employer was unable to fill through the posting procedure.**

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- 2) **If the Employer, pursuant to Article 12.04 determines that there is a vacancy in the area in which the rollover employee rolled over and, that there is a requirement to fill that vacancy to meet business needs, then the Employer, pursuant to Articles 12.04 and 12.05, shall post a position to fill that vacancy for which all eligible employees will be entitled to apply, including the rollover employee.**
  
  - 3) **If the rollover employee is not the successful applicant for the posted position or does not apply for said position, the rollover employee then, pursuant to Article 12.05, will be reassigned by the Employer to another vacancy that the Employer was unable to fill through the posting procedure.**
  
  - 4) **If the position in which the rollover employee is working at the time of the rollover will only be in existence for a further maximum twenty (20) days after the rollover, then it need not be posted and, pursuant to Article 12.05 of the Collective Agreement, the rollover employee shall be reassigned to a vacancy that the Employer was unable to fill through the posting procedure at the time the position ends.**

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

SIGNED THIS 6<sup>th</sup> DAY OF April, 2016.

FOR THE UNION:

\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

FOR THE EMPLOYER:

*Stephen Thomson*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

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## **EXHIBIT ONE**

### **TO: THE NEW OR REHIRED EMPLOYEE**

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the United Food & Commercial Workers Union, Local 832, and Granny's Poultry Co-operative Ltd. contain the following statements:

The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

The Company agrees to deduct from each employee's pay on each pay day, beginning with the second pay day for new employees, the regular Union membership dues payable by a member of the Union whether or not the employee is a member of the Union, except that where the employee is not a member of the Union the amount deducted shall not include any



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portion of such dues that is payable with respect to initiation fees payable by members of the Union.

The Company will remit monthly the total sum of the amount so deducted to the Secretary-Treasurer of the Union on or before the third Friday of the calendar month following the month in which the deductions were made, via direct deposit with an electronic list of the names and social insurance numbers of the employees from whose wages the deductions have been made and the amounts so deducted from each employee's wages. The Company will also provide the Union, when remitting the monthly deposit, with any name change of employees and names and termination dates of employees who have terminated their employment in that accounting period.

**Please complete the attached Membership Application immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MBR3G OV5) within 10 calendar days of your hire or rehire date.**

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MEMBERSHIP  
APPLICATIONUnited Food & Commercial Workers Union, Local No. 832  
Montreal, CanadaCHARTERED BY THE UNITED FOOD  
& COMMERCIAL WORKERS  
INTERNATIONAL UNION  
LOCAL NO. 832  
MONTREAL, CANADA  
REGISTRATION NO.

LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (DDMMYY)	PROFESSION	PHONE NO.	HOME NO.	CELL NO.	EMAIL ADDRESS	COMPANY NAME	LANGUAGE	CITY	PROVINCE	POSTAL CODE	DATE OF JOINING	TYPE OF JOINING	OTHER	

I hereby declare that I am a member of the United Food & Commercial Workers International Union, Local No. 832, Montreal, Canada, and I agree to abide by the constitution and bylaws of the Union. I agree that all monies paid by me shall be for the purposes of collective bargaining and other direct or indirect activities of the Union. I agree to make payments to the Union as required by the constitution and bylaws of the Union. I agree to make payments to the Union as required by the constitution and bylaws of the Union. I agree to make payments to the Union as required by the constitution and bylaws of the Union. I agree to make payments to the Union as required by the constitution and bylaws of the Union.

DATE SIGNED: \_\_\_\_\_ LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: \_\_\_\_\_

X

Visit the Union's website at [www.uffcw832.com](http://www.uffcw832.com) for more details on UFCW Local 832's Privacy Policy or call (514) 766-8055 or 1-800-832-8052.

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## NOTES

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## Your Right to Refuse Dangerous Work



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

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

### **Hazards in the Workplace**

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

### **What is the Right to Refuse?**

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

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

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

## **What is Dangerous Work?**

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

## **What Are the Steps Involved?**

### **Step 1**

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

### **Step 2**

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

### **Step 3**

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

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

## **WHMIS - CLASSES AND SYMBOLS**

### **Class A - Compressed Gas**

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



### **Class B - Flammable & Combustible Material**

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



### **Class C - Oxidizing Material**

Materials which provide oxygen or a similar substance and which increase the risk of fire if they come in contact with flammable or combustible materials. Eg.: sodium hypochlorite, perchloric acid, inorganic peroxides.



### **Class D - Poisonous/Infectious Materials**

#### **Class D - Division 1**

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



## **WHMIS - CLASSES AND SYMBOLS**

### **Class D - Division 2**

Materials causing other toxic effects.

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



### **Class D - Division 3**

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



### **Class E - Corrosive Material**

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



### **Class F - Dangerously Reactive Material**

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



Calendar for each year of  
agreement 2016



Calendar for each year of  
agreement 2017

Calendar for each year of  
agreement 2018

Calendar for each year of  
agreement 2019

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Calendar for each year of  
agreement 2020

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Calendar for each year of  
agreement 2021

# We Are Here to Serve You

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Winnipeg Office  
1412 Portage Avenue  
Winnipeg, MB R3G 0V5  
204-786-5055 — Toll-free 1-888-UFCW832  
Fax — 204-786-3175

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

Website — [www.ufcw832.com](http://www.ufcw832.com)  
E-mail — [ufcw@ufcw832.com](mailto:ufcw@ufcw832.com)

