

NORTHERN MEATS

FROM: November 3, 2018

TO: November 2, 2021

President's Message



Dear Member,

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 fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



NORTHERN MEATS

Table of Contents

	<u>ARTICLE</u>	<u>PAGE</u>
Adjustment of Grievances	27	18
Arbitration	28	19
Bereavement Leave	19.04	11
Bulletin Board	29	20
Clean Up Time	7.06	4
Compassionate Care Leave	19.05	12
Contracting Out/Bargaining Unit Work	3	2
Court's Decision	25	18
Deduction of Union Dues	5	3
Definitions	2	1
Dental Plan	Appendix B-1	24
Discipline	26	18
Doctors Notes	Appendix B-3	25
Education and Training Trust Fund	33	21
Exhibit One	Form	26
Expiration and Renewal	34	22
Family Responsibility Leave	19.08	13
Full-time, Definition of	2.01	1
General Holidays	10	6
Health and Welfare Benefits	Appendix B	24
Hours of Work	7	3
Job Posting for Promotions and Vacancies	21	14
Joint Labour Management Committee	32	21
Jury Selection/Duty and Witness Leave	19.03	11
Layoff, Definition of	2.03	2
Lead Hand Premium	12.02	7
Leaves of Absence	19	10
Management Rights	14	8
Maternity Leave	19.06	12
Meal and Rest Periods	8	4
Nature of the Bargaining Unit	1	1
Negotiations Leave	19.09	13
No Discrimination/Harassment	30	20
Notice of Layoff	15	9
Overtime	9	5
Parental Leave	19.07	12
Part-time, Definition of	2.02	2
Pension Plan	Appendix B-2	24

Personal Leave	19.01	10
Plant Departments	20.04	14
Premium Pay	12	7
Probationary Period	6	3
Rates for New Classifications	24.03	17
Registered Retirement Savings Plan	Appendix B-2.02	24
Rest Periods/Overtime	8.03	5
Retroactive Pay	Appendix A-4	23
RSP Deduction	31	21
Safety and Health Committee	23.05	16
Safety and Health	23	16
Safety Footwear Allowance	23.04	16
Seniority	20	13
Shift Premium	12.01	7
Shop Stewards	18	10
Strikes and Lockouts	16	9
Technological Change	22	15
Temporary Assignments	11	7
Union Leave	19.02	10
Union Membership	4	2
Union Representative's Visits	17	9
Vacations with Pay	13	7
Wages and Classifications	Appendix A	23
Wages, Referral	24	17

EXPIRY DATE: NOV. 2, 2021

AGREEMENT BETWEEN:

NORTHERN MEATS, in the city of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Company"

and

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

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Company recognizes the Union as the sole bargaining agent for all employees of the Company, in the city of Winnipeg, employed as truck drivers, and those involved in its packaging and processing operation situated in the Province of Manitoba, save and except members of the family of the owner, office personnel, forepersons, those above that rank and those excluded by The Labour Relations Act.

ARTICLE 2 DEFINITIONS

2.01 **Full-time:** a full-time employee shall be a person normally scheduled to work not less than forty (40) hours per week consisting of five (5) consecutive eight (8) hour work days.

2.02 **Part-time:** a part-time employee shall be a person normally scheduled to work less than forty (40) hours per week, but not less than three (3) hours per scheduled day.

2.03 **Layoff:** layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for more than one (1) day due to lack of work.

ARTICLE 3 CONTRACTING OUT/BARGAINING UNIT WORK

3.01 The Company will not contract out work for the purpose of laying off employees, reducing hours of employees, or maintaining reduced hours of work for employees.

3.02 Employees outside the scope of the bargaining unit will not perform work exclusively performed by members of the bargaining unit for the purpose of laying off employees, reducing hours of employees, or maintaining reduced hours of work for employees.

ARTICLE 4 UNION MEMBERSHIP

4.01 All employees who are members of the Union shall, as a condition of employment, maintain their Union membership in good standing. All new or rehired employees shall as a condition of employment join the Union within thirty (30) calendar days and remain members in good standing.

4.02 The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee, his or her responsibility in regard to the payment of Union dues and initiation fees. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Company.

4.03 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 the employee, as per Article 4.02 above.

4.04 The Company agrees to provide the Union once a month with a list containing the names of all employees who have terminated their employment during the previous month, as well as an up-to-date seniority list.

ARTICLE 5 DEDUCTION OF UNION DUES

5.01 The Company agrees to deduct from the wages of each employee on each payday, such union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees commencing with the first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction **in Excel format**. The Company shall also provide the Union, when remitting the monthly cheque, with the names of employees and name change of employees.

5.02 Each year the Company will calculate the amount of union dues deducted from the employee's pay and shall indicate the same on the T-4 slip for each employee as soon as possible, but no later than February 28th.

5.03 The Union shall indemnify and save harmless the Company for any deductions made hereunder.

ARTICLE 6 PROBATIONARY PERIOD

6.01 Any employee who is hired by the Company shall be on probation for his or her first three (3) calendar months of employment, and during that period the Company may dismiss such employee without notice, and such probationary dismissal shall be deemed to be for just cause with no recourse to the grievance and arbitration procedure. A probationary employee whose service with the Company is interrupted by a termination of employment, but who is rehired by the Company, will receive full credit for all past service with the Company provided the employee is rehired within twelve (12) months of his or her original date of hire.

ARTICLE 7 HOURS OF WORK

7.01 The normal basic work week for full-time employees shall be forty (40) hours to be scheduled in five (5) consecutive shifts of eight (8) hours per day, Monday to Friday inclusive.

7.02 Nothing in this Agreement shall be construed as a guarantee of work or of hours of work, except that any full-time employee scheduled or called in and who reports for work, shall, if required to work less than thirty-five (35) hours in a week, receive thirty-five (35) hours' pay at his or her regular hourly rate for the week.

7.03 With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.

7.04 In a week in which one (1) general holiday occurs, the basic work week for full-time employees shall be thirty-two (32) hours to be worked over a four (4) day period during that week.

7.05 In a week in which the Company observes two (2) general holidays, the basic work week for full-time employees shall be twenty-four (24) hours to be worked over a three (3) day period during that week.

7.06 **Clean Up Time**

The Company agrees to allow employees who are required to clean their aprons, knives, rubber boots or mesh gloves, five (5) minutes' clean up time prior to their regular quitting time.

ARTICLE 8 MEAL AND REST PERIODS

8.01 **Meal Periods**

- (a) A person working a daily shift of five (5) hours or more shall be entitled to one (1) uninterrupted meal period, without pay, of not less than thirty (30) minutes.
- (b) Meal periods for all employees shall be taken at approximately the midpoint of their daily shift, unless work requirements prevent this. An employee required to work beyond five (5) hours without a meal period will be paid one and one-half (1½) times his/her regular rate for all time so worked.

8.02 **Rest Periods**

- (a) A person working a daily shift of less than five (5) hours, shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b) A person working a daily shift of five (5) hours or more, but less than seven (7) hours, shall receive one (1) uninterrupted fifteen (15) minute rest period, with pay, which shall be in addition to the uninterrupted meal period, without pay, that is provided for in Article 8.01 above.

- (c) A person working a daily shift of seven (7) hours or more, shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay, which shall be in addition to the uninterrupted meal period, without pay, that is provided for in Article 8.01 above. One (1) rest period shall be taken during the first half of said daily shift and the other rest period shall be taken during the second half of said daily shift.

8.03 **Rest Periods/Overtime**

Employees who are required to work more than one (1) hour overtime shall be scheduled an uninterrupted fifteen (15) minute rest period with pay, on the completion of their eight (8) hour shift, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay for each additional two (2) hours of overtime worked.

ARTICLE 9 OVERTIME

9.01 Employees who are on the five (5) eight (8) hour day work week, if called to work on Saturday and Sunday, will receive overtime at time and one-half (1½) for all hours worked on Saturday and Sunday.

9.02 The method to be used to select employees to work any necessary overtime will be on a voluntary basis by seniority. The employee posted on the job for which overtime is required shall have the first option of working the overtime. In the event this employee does not wish to work the overtime the supervisor will then canvass the other employees within the department to their individual wishes, in the order of senior qualified person to junior qualified person. If the necessary number of employees are not obtained from the department, the Company may draw employees from other departments in the plant on the basis of senior qualified employee available at the time overtime was requested. If any qualified person is inadvertently missed in this rotation, he or she shall be given the first opportunity the next time overtime is required in the department.

9.03 If overtime is requested, the Company will consult the Shop Steward. If overtime is found necessary, then the Shop Steward will encourage employees to work. At least three (3) hours' notice is required. Clean up time to one-half (½) hour beyond regular hours shall not be considered as a request for overtime.

Employees will not be expected to stay the extra time if a prescheduled dental/medical appointment or reasonable excuse prevents them from doing so.

ARTICLE 10 GENERAL HOLIDAYS

10.01 The following days shall be recognized as general holidays:

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

and other day or portion of a day designated as a paid holiday by the Municipal, Provincial or Federal Government.

10.02 Holiday pay under this Article shall not be paid under the following conditions:

- (a) the employee failed to report for work on the holiday when scheduled, without reasonable excuse; or
- (b) the employee was absent from work either on the regular working day immediately preceding or following the general holiday, as scheduled, without the Company's consent, or without reasonable excuse.

10.03 Should one of the above-named holidays fall on an employee's scheduled day off or during a paid vacation, he or she shall receive another day off with pay, at a time mutually satisfactory to the employee and the Company, or an extra day's pay in the latter circumstance, at the choice of the employee, provided the employee advises the Company of his or her choice prior to the commencement of his or her vacation.

10.04 When a general holiday or holidays fall on a day or days where the Company's operation is normally closed, unless otherwise agreed between the Company and the Union, the next working day or days shall be declared as the general holiday or holidays, for which employees shall then receive time off with pay as referred to in this general holiday pay section.

10.05 A full-time employee shall receive eight (8) hours' pay at his or her regular rate for each general holiday for which he or she qualifies under this Article.

10.06 A part-time employee shall receive general holiday pay based on one-fifth (1/5th) of his or her average weekly hours, calculated using the hours worked in the four (4) calendar weeks immediately prior to the week in which the general holiday occurs.

ARTICLE 11 TEMPORARY ASSIGNMENTS

11.01 An employee who is temporarily assigned to work in a higher paying classification shall receive the higher rate of pay provided the employee has the ability to perform the normal functions of the job, and is so assigned for one (1) full shift or more.

11.02 An employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive his or her higher rate of pay for all time so employed.

ARTICLE 12 PREMIUM PAY

12.01 **Shift Premium**

Any employee who is required to work on any day when the majority of his or her working hours fall between 3:00 p.m. and 5:00 a.m. the following day, shall be paid an evening shift premium in addition to his or her regular hourly rate of pay in the amount of fifty (50¢) cents per hour for all hours worked on that shift. Evening shift premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime.

12.02 **Lead Hand Premium**

Lead hands shall receive a premium of fifty (50¢) cents per hour.

ARTICLE 13 VACATIONS WITH PAY

13.01 Employees who, on December 31st of the preceding year, have less than one (1) year continuous service, will be entitled to receive an amount equal to four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid. Said employee shall be allowed time off for vacation purposes, up to two (2) consecutive weeks, unless otherwise mutually agreed to between the employees and the Company.

13.02 Employees who, on December 31st of the preceding year, have one (1) year of continuous service but less than four (4) years of continuous service, shall receive two (2) weeks' vacation with pay.

13.03 Employees who, on December 31st of the preceding year, have four (4) years but less than nine (9) years of continuous service shall receive three (3) weeks' vacation with pay.

13.04 Employees who, on December 31st of the preceding year, have nine (9) years or more continuous service shall receive four (4) weeks of vacation with pay.

13.05 Employees who, on December 31st of the preceding year, have twenty (20) years or more continuous service shall receive a bonus of one (1) floater vacation day each year .

13.06 Vacation pay for full-time employees shall be based on forty (40) hours at their regular hourly rate of pay for each week of entitlement. Vacation pay for part-time employees shall be based on the regular schedule of hours at the regular rate of pay for each week of entitlement.

13.07 Vacation preference will be granted in accordance with seniority within each job classification.

13.08 The Company shall post a list of the employees' number of weeks of vacation entitlement by March 1st of each year to enable employees to indicate their preferred vacation time. On May 1st of each year the Company shall post a finalized vacation schedule, which, except in exceptional circumstances, cannot be changed without the mutual agreement of the Company and employee.

13.09 Vacation pay shall be paid to employees no later than the pay day immediately preceding the beginning of the employee's vacation period.

13.10 A part-time employee may choose either to receive vacation pay during the month of April of each year in lieu of vacation, or at the time of their scheduled vacation.

13.11 At the Employer's discretion and with the prior voluntary agreement of the employee involved, vacation with pay may be granted to said employee prior to it being earned. Any employee who takes vacation under such circumstances shall be required to reimburse the Employer for all monies owing at the same time the employee terminates his or her employment with the Employer, or at any such other time that has been mutually agreed to with the Employer.

ARTICLE 14 MANAGEMENT RIGHTS

14.01 The Union recognizes that the Company retains all the rights, powers and authority in management except those specifically abridged, delegated, granted to others or modified by this Agreement. Without restricting the foregoing, the Company has the sole and exclusive right to plan, direct and control operations, to determine work and production schedules; to determine the number of personnel required from time to time, services to be performed, and the methods, procedure, and equipment in connection therewith; to maintain order, discipline and efficiency; to direct its work force,

to hire, transfer, demote, promote, assign and reassign jobs or duties, layoff or rehire any employee; to discipline, including suspending or discharging any employee for just cause; to reorganize, close or disband any department or section thereof as circumstances may require; to determine the location of its operation and activities; to increase or decrease its working forces, to designate curtailments and cessation of operations; and to make and alter from time to time reasonable rules and regulations not inconsistent with the terms of this Agreement.

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

ARTICLE 15 NOTICE OF LAYOFF

15.01 All employees in the bargaining unit who have completed their probationary period, shall be entitled to two (2) weeks' notice of layoff or two (2) week's pay in lieu of notice.

ARTICLE 16 STRIKES AND LOCKOUTS

16.01 During the operation of this Agreement, the Company agrees that it will not lock out employees.

16.02 It is further agreed that the Union shall not sanction or consent to any strikes, slowdowns, stoppages of work or other interferences with the performance of the work of the Company, and if an employee should engage in any strike, slowdown, stoppage of work or other interference whatsoever with the performance of the work of the Company without authority or consent of the Union, the Union shall instruct the employee to return to work and perform his or her duties properly and to resort to the procedure set forth in the grievance and arbitration provisions of this Agreement.

ARTICLE 17 UNION REPRESENTATIVE'S VISITS

17.01 Duly authorized full-time representatives of the Union, known to the Company, will be entitled to service the unit for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented.

- (a) When entering the plant and before visiting the plant, the Union Representative shall contact the Plant Supervisor or his or her designate and advise he/she intends to visit the plant.

- (b) Under no circumstances will a Union Representative interrupt, disrupt or stop any employee while engaged in the performance of their duties. If the Union Representative wishes to speak to any employee he/she shall first obtain permission from the Supervisor, who shall not unreasonably deny this request.
- (c) The Union Representative, when entering a department shall first inform the Supervisor of his or her presence.
- (d) When in the plant, the Union Representative shall follow and observe all policies governing plant operations.

ARTICLE 18 SHOP STEWARDS

18.01 The Company agrees to recognize all Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit.

18.02 Shop Stewards shall be allowed time off with pay, during regular working hours, for the purposes of investigating or presenting grievances. Stewards requesting time off the job, must make their request through their supervisor. Within one (1) hour of such request, the Steward will be released providing the efficiency of the operation will not be unreasonably affected.

18.03 Shop Stewards will be allowed to wear a Shop Steward's badge or decal while on duty.

ARTICLE 19 LEAVES OF ABSENCE

19.01 Personal Leave

Approved leaves of absence, with or without pay, whether for educational purposes, Union business or personal reasons, may be granted to employees by the Company provided that the leave does not unduly inconvenience the operation, such leave not to be unreasonably denied.

19.02 Union Leave

A leave of absence for the purpose of attending Union schools, conventions, conferences, or negotiations for this Agreement shall be granted by the Company on written request from the Union, on the following conditions:

- (a) such leave shall not exceed sixty (60) calendar days, provided that in no case shall the absence unreasonably affect the operations of the Company; and
- (b) the Union shall give the Company written notice of not less than fourteen (14) days before the requested leave is to commence.

The Company agrees to pay an employee involved for all wages and benefits the employee would have received had he or she been at work, and the Union agrees to forthwith reimburse the Company upon receipt of billing.

A request for an extension of leave must be made prior to the expiration of the leave already granted, and will be considered in relation to existing conditions.

Under no circumstances will such leave or extension of leave be unreasonably denied.

19.03 **Jury Selection/Duty and Witness Leave**

The Company shall continue to pay an employee for scheduled hours at his/her regular hourly rate for time s/he is away when summoned to appear or required to serve jury selection/duty or when s/he has been served with a subpoena issued by the Crown to appear in a Court of Law. Within one (1) month of the employees' return to work, s/he will reimburse the Company the full amount of any court fees received from the government. It is understood that the employee will report to work during regular hours that s/he is not required to attend court and may be required to produce a certificate of service from the court office if requested by the Company.

19.04 **Bereavement Leave**

Bereavement leave will be granted as follows:

- (a) upon death of a spouse, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law or sister-in-law, five (5) days of leave with pay without jeopardizing employment if attending the funeral. If not attending the funeral, three (3) days of leave with pay without jeopardizing employment ; and
- (b) upon death of a grandmother or grandfather three (3) days of leave with pay without jeopardizing employment; and
- (c) upon death of an aunt or uncle, one (1) day of leave with pay without jeopardizing employment; and

19.05 **Compassionate Care Leave**

In the event an employee has an immediate family member who is terminally ill, such employee may request time off for compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed eight (8) weeks in total.

Employees will give as much advance notice of the request as possible and the Employer will provide the paperwork necessary for employees to access Employment Insurance funds.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 19.04, Bereavement Leave, of this collective agreement.

19.06 **Maternity Leave**

Every employee who has completed seven (7) months' seniority who applies for leave in writing, at least four (4) weeks prior to the day she intends to take leave, supported by a medical certificate from her doctor which certifies that she is pregnant and specifies the estimated date of delivery, shall be granted a maternity leave of seventeen (17) weeks' duration from the actual date of delivery or the date leave was requested.

- (a) In the event the delivery occurs after the leave commences, then the period between the date of leave and the date of delivery shall be added to the leave.
- (b) Employees on such leave will, upon the expiry of the leave, be reinstated in the position she occupied at the time her leave commenced, or in a comparable position with not less than the same wages and benefits.

19.07 **Parental Leave**

Every employee who has completed seven (7) months' seniority who applies for leave, in writing, at least four (4) weeks prior to the day he or she intends to take leave, supported by appropriate documentation, shall be granted a parental leave of thirty seven (37) weeks provided the employee has become the natural mother or father of a child, or adopts a child under the law of a province.

- (a) Parental leave must commence no later than the first anniversary of the birth or adoption of the child or of the date in which the child comes into the actual care and custody of the employee.

- (b) Employees on such leave will, upon the expiry of the leave, be reinstated in the position he or she occupied at the time the leave commenced, or in a comparable position with not less than the same wages and benefits.
- (c) Employees who wish to take parental leave upon completion of her maternity leave must take both leaves continuously, without break, unless otherwise agreed to by the employee and the Company.

19.08 **Family Responsibility Leave**

In the event an employee deems it necessary to attend family responsibilities (i.e. medical, dental, legal or school appointments) which cannot be scheduled to outside working hours, such employee may request, and if so, will be granted up to three (3) days leave of absence, without pay.

19.09 **Negotiations Leave**

The Company agrees to allow a maximum of two (2) employee's time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

ARTICLE 20 SENIORITY

20.01 Seniority shall be defined as the length of continuous service with the Company within the bargaining unit, calculated from the last date of hire.

20.02 Seniority shall accumulate during all paid and unpaid authorized leaves of absence.

20.03 An employee shall cease to have seniority rights and his or her employment status with the Company shall be terminated for all purposes if the employee:

- (a) is duly discharged by the Company and not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of fifty-two (52) weeks, or his or her length of service, whichever is less;
- (d) fails to report for work as scheduled at the end of a leave of absence, vacation, suspension or layoff, without a reasonable excuse, and due to circumstances beyond the employee's control.

20.04

Plant Departments

There shall only be six (6) departments within the plant:

1. Butcher
2. Portion Cut
3. Truck Driving
4. Shipping/Receiving
5. General Labour
6. Cleanup

20.05 Layoffs, recalls, promotions and non-disciplinary demotions shall, as far as possible, be determined by seniority, firstly within the department, and then outside the department. It is understood, however, that the employee with seniority must possess the necessary knowledge, training, demonstrated ability and physical fitness.

20.06 Vacancies, other than temporary which shall not exceed one (1) month, shall as far as possible be filled on the basis of seniority within the department in which the vacancies occur whether on the same or on another shift. It is understood, however, that the employee with seniority must possess the knowledge, training, ability and physical fitness necessary for the vacant position. Vacancies which cannot be filled within the department shall be posted for two (2) working days with the job description.

20.07 The Company shall provide the Union in January and July of each calendar year, with an up-to-date seniority list of all employees **in Excel format containing start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number and Social Insurance Number (S.I.N.)** covered under the terms of the Collective Agreement.

20.08 An employee within the bargaining unit who accepts a position with the Company outside of the bargaining unit, shall continue to accumulate seniority for the purpose of this Agreement for a period of three (3) calendar months.

During this three (3) month period, the employee will be allowed, on request, to return to his or her former job in the bargaining unit, failing which the employee loses all seniority.

ARTICLE 21 JOB POSTING FOR PROMOTIONS AND VACANCIES

21.01 Vacancies and new positions within the scope of this Agreement shall be posted for a period of five (5) working days, and shall be filled within ten (10) working days following completion of the posting.

21.02 Temporary vacancies shall not exceed thirty (30) calendar days, and after this time the vacancy shall be posted as an established position unless the Union and the employees are informed, on or before the expiry of those thirty (30) calendar days, that the position no longer exists.

21.03 Employees shall be allowed to make written application in advance of any anticipated or desired vacancy or position, and if such vacancy or position should occur or become available during an employee's vacation, layoff or authorized leave of absence, his or her filed application shall be given reasonable consideration by the Company.

ARTICLE 22 TECHNOLOGICAL CHANGE

22.01 Technological change shall mean the introduction by the Company of equipment or material of a different nature or kind than that previously used by the Company and a change in the manner in which the Company carries on the work that is directly related to the introduction of that equipment or material.

In the event of a technological change occurring during the life of this Agreement which will displace or adversely affect a significant number of employees in the bargaining unit:

- (a) The Company shall notify the Union at least ninety (90) working days before the introduction of the technological change, and provide the Union with a detailed description of the technological change that it intends to implement, disclosing all reasonably foreseeable effects and repercussions on the employees.
- (b) The Company and the Union will meet as soon as possible and not later than sixty (60) working days prior to the intended date of implementation of the technological change, for the purpose of negotiating reasonable provisions to protect the interest of the employees affected. Reasonable provisions shall include but not be limited to job retraining.
- (c) If the Company and the Union fail to agree upon measures to protect the affected employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement and it is expressly understood and agreed that the Arbitrator shall have jurisdiction to deal with this matter and that the Arbitrator's decision shall be final and binding on all parties concerned.

ARTICLE 23 SAFETY AND HEALTH

23.01 The Company agrees to continue its past practice of providing helmets, knives, mesh gloves, aprons, belly pads, coats and hairnets for the use of those employees requiring such equipment to perform their jobs. The Company also agrees to provide cotton gloves for use of those employees requiring them to perform their jobs. The use of cotton gloves will not be abused by the employees.

23.02 The Company agrees to post signs in the delivery areas asking drivers to shut off trucks after parking.

23.03 An employee suffering injury which qualifies for Workers Compensation benefits will suffer no loss of earnings for the hours he or she normally would have worked on the day of the injury, but was unable to work because of the injury.

23.04 Safety Footwear Allowance

The Company will reimburse up to one hundred and forty (\$140.00) dollars per year toward the cost of safety footwear upon presentation of a receipt. New employees will receive reimbursement for footwear upon completion of six (6) months' service. As a condition of employment, probationary employees must wear safety footwear during their probationary period. Once employees have received the footwear allowance, they must wear such safety footwear.

23.05 Safety and Health Committee

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

23.06 The Company shall establish a joint Labour/Management Safety and Health Committee which shall meet monthly during regular working hours and which shall conduct workplace inspections of the Company's operations prior to each meeting. The committee shall be comprised of a minimum of 1 member chosen by the Union and a minimum of 1 member chosen by management. At no point shall the committee have more management representatives than worker representatives. A full-time Union Representative and/or guests may also attend these meetings from time to time, if mutually agreed between the parties. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee, the Union and, as well, a copy shall be posted on the bulletin board for all employees to see. The co-chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

23.07 All employees of the Safety and Health Committee shall receive paid time at regular or premium rates to carry out their duties required on the health and safety committee. All employee members of the committee will be given a minimum of one (1) hour prep time prior to each meeting in a designated area within the workplace to prepare for the committee meeting.

23.08 The Company shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the Joint Labour/Management Safety and Health Committee to attend safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Committee. Each employee committee representative will receive at minimum 2 paid days of training per calendar year.

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

ARTICLE 24 WAGES

24.01 The minimum hourly rate of pay for all employees covered by this Agreement shall be as contained in Appendix "A" of this Agreement, provided that where an individual employee's hourly rate is higher, such hourly rate shall not be reduced by reason of this Agreement. The rates of pay in Appendix "A" apply to job classifications and not to individuals.

24.02 To establish wage rates, new or rehired employees will be classified according to previous comparable experience, as reasonably assessed by the Company.

24.03 Rates for New Classifications

Rates of pay for any new classification that may be established by the Company, and which comes within the scope of this Agreement, shall be the subject of negotiations, and the Company shall have the right to temporarily establish an hourly rate to be paid until the regular rate of pay for this new position has been agreed upon. If the Company and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Company and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement, shall have the right to determine the hourly rate of pay to be paid for this new classification and the Company and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

24.04 All employees will be paid every Friday, by 12:00 noon.

ARTICLE 25 COURT'S DECISION

25.01 In the event that any article or provision of this Agreement is held invalid or unenforceable in a Court of Law or at a labour board, such decision shall not invalidate any other article or provision of this Agreement than those directly specified by such decision to be invalid or unenforceable.

ARTICLE 26 DISCIPLINE

26.01 The Company shall not discipline or dismiss any employee bound by this Agreement except for just cause.

26.02 At any disciplinary meeting, the Shop Steward and/or the Union Representative if available within forty eight (48) hours, shall attend should the affected employee so request. The affected employee and the Union will be given a copy of any disciplinary or discharge notice which is to be placed on an employee's personnel file within twenty four (24) hours of the meeting.

26.03 An employee shall have the right to access to his or her personnel file, on non-working hours, and upon providing reasonable notice of such intent to the Company, who shall be entitled to be present during such review, as may be the Shop Steward.

26.04 The Company shall remove all disciplinary notices from the employees' personnel file after twelve (12) calendar months. Such disciplinary notice will not be used for any purpose provided the employee did not receive any similar type warnings or disciplines within the twelve (12) months. This period of twelve (12) months shall not accrue during periods of layoffs or leaves of absence without pay. If the employee received warnings or discipline notices of similar types during the twelve (12) month period, she or he will have all such notices retained in his or her file for an additional twelve (12) months.

ARTICLE 27 ADJUSTMENT OF GRIEVANCES

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

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

27.03 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented in writing within fifteen (15) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week.

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

STEP 1: By a discussion between the employee and/or the Shop Steward with the immediate supervisor, who shall reply within five (5) calendar days. If a satisfactory settlement has not been reached, then;

STEP 2: Within five (5) working days of the reply in Step 1, the Steward and/or the Union Representative and with or without the affected employee, shall present the grievance in writing to the Plant Manager or his or her designate, failing which it shall be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited. The Company will provide its decision in writing.

27.05 If satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Article 28.

27.06 Grievance meetings shall be held on Company time during regular hours of the grievor and members shall be paid for the time they would normally be working in their department.

27.07 The time limits set out herein may only be extended by express written agreement between the Company and the Union.

ARTICLE 28 ARBITRATION

28.01 Once the grievance procedure has been exhausted, either party may refer the issue to arbitration by a sole arbitrator, selected in rotation from the following panel:

- William Hamilton**
- Colin Robinson
- Blair Graham

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

28.03 The Arbitrator shall convene the hearing and shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved. In reaching his or her decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render his or her decision within a period of twenty-one (21) days after the closing of the arbitration hearing.

28.04 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. The findings and decisions of the Arbitrator, on all arbitrable questions, shall be binding and enforceable on all parties involved, subject to the condition that the decision shall not, without the express approval of the parties, rescind or amend any of the terms or conditions of this Agreement, but shall be in accord with the scope and terms hereof.

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

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

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

ARTICLE 29 BULLETIN BOARD

29.01 The Union shall provide a bulletin board, to be placed in the lunchroom, and has the right to post notices relating to proper Union business.

ARTICLE 30 NO DISCRIMINATION/HARASSMENT

30.01 The parties agree that there shall be no discrimination or harassment in the workplace contrary to Manitoba Law.

ARTICLE 31 RSP DEDUCTION

31.01 The Company agrees to make payroll deductions from employees' wages for the Manitoba Food & Commercial Workers Retirement Savings Plan for employees who wish to contribute to this RSP. The amount of such deduction will be indicated by the employee. The Company shall forward such contributions to the Plan within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period.

ARTICLE 32 JOINT LABOUR MANAGEMENT COMMITTEE

32.01 A Joint Labour Management Committee shall consist of not more than three (3) employee representatives appointed by the Union and an equal number of Company representatives, who shall meet at least once every three (3) months to discuss working conditions, economy of operations, quality and quantity of service, safety and health and other matters to promote a more harmonious relationship between the Company and its employees.

32.02 The Joint Labour Management Committee shall meet at the request of either party. The full-time Union Representative may attend said meetings.

32.03 Employees shall suffer no loss of regular pay as a result of attending the Joint Labour Management Committee meetings.

ARTICLE 33 EDUCATION AND TRAINING TRUST FUND

33.01 After an employee's probationary period, the Employer shall contribute three dollars and fifty cents (\$3.50) per four (4) week reporting period per employee in the bargaining unit into the United Food and Commercial Workers Union Local No. 832 Education and Training Trust Fund. The Employer will not contribute such three dollars and fifty cents (\$3.50) per four (4) week reporting period if the employee has not worked or been paid for fifteen (15) days during that four (4) week period.

33.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the Employer's four (4) or five (5) week accounting period.

ARTICLE 34 EXPIRATION AND RENEWAL

34.01 This Agreement shall be in effect from November 3, **2018** and shall remain in effect until November 2, **2021** and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party to terminate such Agreement and/or to negotiate a revision thereof.

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

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

SIGNED THIS DAY OF , 2019.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

WAGES

A-1	Classifications	<u>Current</u>	<u>Effective</u> <u>01-Nov-18</u> 35¢	<u>Effective</u> <u>01-Nov-19</u> 35¢	<u>Effective</u> <u>01-Nov-20</u> 35¢
	General Labourer/Clean-Up				
	Start	15.30	15.65	16.00	16.35
	6 months	17.20	17.55	17.90	18.25
	1 year	17.90	18.25	18.60	18.95
	2 years	18.40	18.75	19.10	19.45
	Shipper/Receiver/Truck Driver				
	Start	15.80	16.15	16.50	16.85
	6 months	17.70	18.05	18.40	18.75
	1 year	18.40	18.75	19.10	19.45
	2 years	18.90	19.25	19.60	19.95
	Butcher/Portion Cutter				
	Start	17.30	17.65	18.00	18.35
	6 months	19.20	19.55	19.90	20.25
	1 year	19.90	20.25	20.60	20.95
	2 years	20.90	21.25	21.60	21.95
	Lead Hand	21.40	21.75	22.10	22.45

A-2 No employee shall suffer any reduction in hourly rate of pay as a result of this Agreement.

A-3 Overscale employees, if there are any, will receive the same cents per hour increases on the same dates and the same lump sum retroactive pay as all other employees.

A-4 **Retroactive Pay**

All employees in the bargaining unit shall receive full retroactive pay to November 3rd, **2018**, on a forty (40) hour per week basis. Retroactive pay shall be paid to all employees within **thirty (30)** days following the date of ratification of this Agreement and shall be issued to each employee on paycheques that are separate and apart from the employee's normal earnings.

APPENDIX "B"

HEALTH AND WELFARE BENEFITS

B-1 Dental Plan

B-1.01 The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan, of **forty-one (41¢)** cents (and an additional one (1¢) cent per year thereafter if the Plan so requires) per hour for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include vacations and general holidays, and paid leaves of absence to a maximum of a basic work week.

B-1.02 Such contributions will be forwarded to the trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

B-1.03 The Company agrees to comply with all requests of the Board of Trustees in regards to the entry into the Plan and to abide by all the rules and decisions of the Board of Trustees as decided from time to time.

B-2 Pension Plan

B-2.01 The Employer agrees to contribute twenty (\$.20) per hour into the Canadian Commercial Workers Industry Pension Plan. The Employer agrees to sign a Participation Agreement in the Canadian Commercial Workers Industry Pension Plan.

B-2.02 Registered Retirement Savings Plan

The Employer agrees to contribute payment to a Registered Retirement Savings Plan chosen by the Union in the amount of seventy (70¢) cents per hour.

The employees will have the option to match the Employer's contribution on a voluntary basis through a payroll deduction administered by the Employer. The Union acknowledges that the Employer shall have no responsibility for the selection of the RRSP, its administration, or the type of RRSP, Fund, or Investments which may be selected by the Union.

B-2.03 Contributions to the RRSP, along with a list of the employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked and/or paid shall be forwarded by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period.

B-3 Doctors Notes

B-3.01 In the event that the Company requests a doctor's note, the Employee shall be reimbursed for any costs associated with obtaining said note(s) up to thirty (\$30.00) per calendar year. Receipts must be provided to support all requests for reimbursement.

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 **Northern Meats** contain the following statements:

“The Company agrees to 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 Company shall be free to hire or rehire employees who are not members of the Union, provided said non-members whether part-time or full-time, shall make application on the official membership application form within five (5) calendar days from the date of hire or rehire and become members within thirty (30) calendar days.

“The Company agrees to deduct from the wages of each employee, such Union Dues, initiation fees and assessments, as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to deduct the Union Dues automatically from the wages of new or rehired employees’ first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company’s four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The written statement shall be in alphabetical order. The Company shall also provide the Union, when remitting the monthly cheque, with the name change of employees”.

Please complete a Membership Application (**sample attached**) immediately and return it to your Employer so they can forward it to the Union office within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada	CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION		
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out if you do not agree.)	
COMPANY NAME		TOWN/NO./LOCATION		DEPARTMENT/NO.	
CLASSIFICATION	EMPLOYEE NO.		FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>
<p>I hereby apply for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and I have declared my assets. I am not an officer or member of any other union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to abide by the policies and procedures of the United Food & Commercial Workers International Union and its Local No. 832. I agree to the use of my personal information for the purposes of the Union and its Local No. 832. I agree to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</p>					
APPLICANT'S SIGNATURE	DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE		

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9852.