

**AGROPUR
COOPERATIVE**

FROM: June 16, 2016

TO: July 31, 2022

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 stylized with a long horizontal line extending to the right.

Jeff Traeger,
President UFCW Local 832



AGROPUR COOPERATIVE

Table of Contents

	<u>ARTICLE</u>	<u>PAGE</u>
Adjustment of Grievances	23	19
Apprenticeship and Skills Upgrading	Ltr. #8	45
Arbitration	24	20
Assignment of Hours	11.04	13
Bargaining Agency	1	1
Basic Work Week	Ltr. # 1	42
Bereavement Leave	31	25
Bulletin Boards and Decals	17	17
Call-in Pay	4.05	5
Canadian Commercial Workers Industry Pension Plan	Appendix A-3	30
Change in Payroll	Ltr. #5	45
Compassionate Leave	27.05	22
Court's Decision	25	21
Exhibit One	App.	47
Expiration and Renewal	35	27
General Holiday Pay	6	6
Health and Safety Committee	21	18
Health and Welfare Trust Plan 2	Appendix A-5	33
Health and Welfare Trust	Appendix A-4	32
Health and Welfare Trust	Ltr. #7	45
Health and Welfare	Appendix A-1	28
Health and Welfare/Dental and Pension Plans Referral	33	26
Higher Rate While Filling Vacancies	9	9
Hours of Work/Schedules	4	3
Interpretation of Masculine and Feminine Terms	1.02	1
Job Posting	12	13
Jury Duty	30	25
Labour/Management Relations	34	26
Lead Hand	Appendix B-5	35
Leave of Absence	27	22
Management's Rights and Functions	11	13
Manitoba Food and Commercial Workers Dental Plan	Appendix A-2	29
Manitoba Food and Commercial Workers, Local 832, Education and Training Trust Fund	Appendix C	36
Maternity Leave	28.01	23
Meal and Rest Periods	8	8
Merger of Business	26	21
Minimum Time Off Between Shifts	4.08	5
Negotiations Leave	27.02	22
No Discrimination	19	18

No Strikes or Lockouts	16	17
Overtime	5	5
Parental Leave/Adoption Leave	28.02	23
Part-time (Summer Relief)	Appendix B-4	35
Part-time Employees Vacation Entitlement	10.07	11
Part-time Scheduling	4.03	4
Payment of Shift When Employee is Injured During the Shift	21.03	18
Personal Leave	27.04	22
Plant Closure Agreement	Appendix D	37
Probationary Period	2	2
Reprimands	22	19
Retroactive Pay	Appendix B-3	35
Safety Footwear/Uniforms	32	26
Sale of Business	Ltr. #3	44
Seniority	13	14
Severance Pay	15	16
Severance Pay	Ltr. #6	45
Shift Premium	7.04	8
Shop Stewards	20	18
Sick Leave	Appendix A-1.04	29
Standards of Regular Attendance	Ltr. #2	43
Sunday Premium	7.04	8
Technological Changes	14	15
Union Convention/Conference/Education Leave	27.01	22
Union Representative's Visits	18	17
Union Representative's Visits	Ltr. #4	44
Union Shop	3	2
Vacation Pay for Employees Permanently on Night Shift	10.09	12
Vacation Schedule	10.04	10
Vacation Selection	10.06	11
Vacations With Pay	10	9
Wage Referral/New Classifications/Premiums	7	8
Wages	Appendix B	34
Witness Fees	29	24

EXPIRY DATE: JULY 31, 2022

AGREEMENT BETWEEN:

AGROPUR COOPERATIVE, a body corporate, carrying on business 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 co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of disputes which may arise between them, and to promote efficient operation,

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

ARTICLE 1 BARGAINING AGENCY

1.01 The Union is recognized as the sole agency for the purpose of collective bargaining for all employees working in the Agropur Cooperative Milk Plant in the City of Winnipeg, in the Province of Manitoba, save and except the Plant Manager, Production Manager, Laboratory Staff, Office Staff, Plant Supervisors, Maintenance Manager, Chief Engineer, except by mutual agreement between the Company and the Union.

1.02 Interpretation: in this Agreement, the use of masculine terms shall also include the feminine and vice versa.

ARTICLE 2 PROBATIONARY PERIOD

2.01 All full-time employees hired by the Company shall be on probation for forty-five (45) days worked. All part-time employees hired by the Company shall be on probation for three hundred and sixty (360) hours worked. New employees in the Maintenance Department shall have a probationary period of six (6) months from date of hire. The Company, at their discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration Articles of the Collective Agreement.

ARTICLE 3 UNION SHOP

3.01 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 new employees who are not members of the Union provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The Union shall not request the discharge or discipline of any employee for non-payment of special assessments that may be levied by the Union.

3.02 The Company agrees to provide each new employee and rehired employee at the time of employment with a form letter outlining to the employee their responsibility in regard to the payment of Union dues and initiation fee. The Company agrees to forward Exhibit One (postcard) duly completed, as attached to this Agreement, to the Union within ten (10) calendar days from the date of hire or rehire of an employee.

 The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Company.

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

3.03 The Company agrees to deduct from the wages of each employee such Union dues and initiation fees as are authorized by the Union. The Company further agrees to make such deductions automatically from the wages of new or rehired employees' first pay cheques. Money deducted during any month shall be forwarded by the Company to the Union by direct deposit in accordance with the instructions of 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 electronic statement, of the names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction

forwarded to the Union via email. The Company shall also provide the Union, when remitting the monthly deposit, with the names and address changes of employees.

3.04 The Company will provide the following lists to the Union each month:

- (a) name, classification, rate of pay and employment date of newly hired employees;
- (b) names of employees terminated, retired, on sick leave, or on leave of absence for the previous month.

3.05 In January and July of each calendar year, the Company shall provide the Union with a list containing the current name, address, telephone number, gender, date of birth, classification, department, status and rate of pay of all bargaining unit employees.

ARTICLE 4 HOURS OF WORK/SCHEDULES

- 4.01
- (a) The basic work week for regular, full-time employees shall be forty (40) hours, consisting of five (5), eight (8) hour work days or four (4) ten (10) hour work days during each calendar week, except during a week in which a General Holiday occurs, as per Article 6, when the weekly hours will be reduced by eight (8) or ten (10) hours for each General Holiday that occurs during said week.
 - (b) When a part-time employee (except summer relief) works the basic work week for thirteen (13) consecutive weeks, except for periods of relief due to absences of other employees on vacation, leave of absence, sickness or accident ordinarily covered by weekly indemnity, or compensation; a full-time position will be deemed created and filled in accordance with this Agreement.
 - (c) When a part-time employee relieves a full-time employee absent due to illness or injury for three (3) months or more, the Company may create a full-time position and fill it in accordance with Article 11 of this Agreement. If the absent employee terminates or is terminated by the Company, the position shall be posted and awarded in accordance with the Collective Agreement.
 - (d) An employee who is reduced from full-time status to part-time status must be given two (2) week's advance notice of same or given two (2) week's pay in lieu thereof.

4.02 Each employee will be assigned a fixed starting time. The employees' starting time shall not be changed without forty-eight (48) hours' notice unless the employee mutually agrees with the Company to change their starting time, or in the case of an emergency. It is understood that the forty-eight (48) hours' notice above does not apply to the classification of Utility. In the event of unscheduled absences of employees in the Maintenance Department the above notice provisions are waived.

The Company shall post a weekly work schedule for all employees not later than Wednesday 9:00 p.m. of each week for the following week.

4.03 **Part-time Scheduling**

- (a) A part-time employee's schedule may be changed without notice in the event of absence of other staff due to sickness, accident or other unscheduled absence; in the event of sudden unscheduled changes in production requirements; or in the event of emergencies such as fire, flood, breakdown of machinery, or other instance of force majeure.
- (b) In all other cases at least twenty-four (24) hours notice must be given or four (4) additional hours pay, at the applicable straight time rate, given in lieu of proper notice.
- (c) An employee whose posted schedule is changed will be notified as soon as possible. Furthermore, it shall be the Company's responsibility to notify employees of any change in their posted schedule.
- (d) Unless fitness, ability and availability of a part-time employee is greater than that of another part-time employee in the plant, preference in total weekly scheduled hours of work will be given to the senior employee.
- (e) A call-in on any day will be offered to the senior part-time employee who is capable of performing the normal functions of the job, who is not already working that day and who is willing to perform the work and can be contacted with regard to the work. Such call-in will in no event result in overtime.
- (f) Where it will not interfere with the efficient operation of the business as determined by the Company, part-time employees will be scheduled two (2) consecutive days off, if requested.

- (g) The above mentioned schedule will not be construed as a guarantee of hours. Any part-time employee scheduled and who reports for work shall be given four (4) hours work, or pay in lieu as outlined in Article 4.05.

4.04 The Company will endeavour to schedule each full-time employee two (2) assigned days off duty in consecutive order and, whenever possible, one of the said days to be a Sunday.

4.05 **Call-in Pay**

All employees called in and who report for work shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate unless they request and are granted permission to leave work prior to four (4) hours. Call-in hours are voluntary.

4.06 Employees working one (1) hour or more overtime following the completion of a regular work day shall receive seven (\$7.00) dollars as a meal allowance and shall be granted a fifteen (15) minute rest period prior to starting the overtime. Where practicable the employee will be allowed to either leave the plant or order a meal in.

4.07 The Company, when reducing hours of work in the plant, agrees they will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time help.

4.08 **Minimum Time Off Between Shifts**

All employees shall have at least eight (8) hours off between the end of a shift and the start of the next shift. Should the employee not receive at least eight (8) hours off between shifts, all hours worked shall be paid the appropriate overtime rate.

ARTICLE 5 OVERTIME

5.01 Overtime rates of time and one-half (1½X) the employee's regular rate of pay shall be paid for all time worked in excess of eight (8) hours or ten (10) hours for ten (10) hour shift employees in any regular work day or forty (40) hours in any regular work week, or in excess of thirty-two (32) hours during the week in which one (1) general holiday occurs or twenty-four (24) hours in the event two (2) general holidays occur during the same week, provided that both daily and weekly overtime shall not be paid for the same hours. Overtime hours worked shall not be included in computing the normal basic work week. General Holidays, vacation leave, and paid sick time are all deemed to be hours of work for the purpose of calculating overtime.

Overtime rates of double (2X) time the employee's regular rate of pay shall be paid for all time worked in excess of forty-four (44) hours in any week.

5.02 Employees will not be required to take time off during regular working hours to equalize for any overtime worked.

5.03 Overtime shall be by mutual agreement (subject to this Article) and where practical, shall be offered to the most senior employees on the shift in the section where the overtime is assigned, in decreasing order of seniority.

If the senior employee(s) in the section does not accept the overtime, the most senior employee outside the section who is on the shift when the overtime is assigned and who has the ability and is qualified to do the work shall be offered the overtime assignment in decreasing order of seniority.

If no employee accepts the overtime, Management will assign the work to the most junior employee who has the ability and is qualified to do the work and said employee shall then do the work that is required.

In the event overtime is authorized, the Company will advise the employee one (1) hour in advance of the employee's quitting time of the requirement of overtime, unless the Employer discovers overtime is required less than one (1) hour before the employee's quitting time. The employee has a responsibility of alerting management if they discover that there is a possibility that overtime may be required to complete a task.

5.04 Extra overtime shift opportunities will be offered by seniority to employees in the department who normally perform the work of the required overtime, and who are not already scheduled on that day.

5.05 All time worked by regular full-time employees on their scheduled day off when forty-eight (48) hours' notice has not been given and no emergency exists, shall be paid for at the rate of double time (2X) the employees' regular hourly rate for all time so employed.

ARTICLE 6 GENERAL HOLIDAY PAY

6.01 The following days shall be considered holidays for which regular, full-time employees shall suffer no reduction in pay due to the closing of the Company's plant on said days:

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

or any other day or portion of a day designated by the Provincial or Federal Government,

- (a) Provided that when any of the above holidays fall on a Sunday the day substituted by the Federal Government or the Provincial Government shall be observed,
- (b) And provided that an employee was not voluntarily absent from work on the scheduled work day prior to or following such holiday,
- (c) And provided an employee reports to work for the scheduled shift if required to work on the general holiday, except for bona fide illness.

When any of the above General Holidays fall on a Saturday or Sunday, the General Holiday or the day substituted by the Government shall be observed. When any General Holiday falls on a Saturday, the Friday will become the substituted day for the holiday. When any General Holiday falls on a Sunday, the Monday will become the substituted day for the holiday.

6.02 Employees required to work on General Holidays, as set forth in sub-article 6.01, shall be paid the regular, hourly rate they would have received had they not worked, plus an additional amount of one and one-half (1½X) times the employee's hourly rate.

6.03 Part-time employees shall receive General Holiday pay in the amount equal to five (5%) per cent of their gross wages (excluding overtime and previous year's vacation pay) in the four (4) week period immediately preceding the General Holiday. In order for part-time employees to qualify for General Holiday pay, said employee must not have been voluntarily absent from work on the scheduled work day prior to or following such holiday except for bona fide illness.

6.04 When any of the holidays as provided for in sub-article 6.01 fall on a full-time employee's regular assigned day off, said employee will be assigned another day off duty, the time of same to be by mutual agreement between the employee and the Company, or in lieu thereof, an extra day's pay may be given, if mutually agreed to between the employee and the Company.

6.05 Employees working permanently on a shift of hours that qualify the employee for night shift premium shall receive said premium on general holiday pay.

6.06 Any employee called in to work on a General Holiday shall be guaranteed not less than six (6) hours' pay.

ARTICLE 7 WAGE REFERRAL/NEW CLASSIFICATIONS/PREMIUMS

7.01 The minimum hourly rates for all employees coming under this Agreement shall be as indicated in Appendix "B" attached, provided that whenever an individual employee's wages are higher than the minimum scale, such wages shall not be reduced by reason of this Agreement.

7.02 Hourly rates of pay for any new classification that may be established by the Company and which come 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 hourly rate of pay for this new classification 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.

7.03 The Company may implement additional premiums or incentives for employees as determined by the Company during the life of this Agreement. The Union shall be notified prior to implementation of the additional premiums or incentives.

7.04 **Premiums**

Shift Premium - all employees whose regular, assigned shifts fall between the hours of 9:00 p.m. and 6:00 a.m. shall be considered "night workers" and shall receive sixty (60¢) cents per hour, in addition to their regular rate, for all hours worked on said shifts.

Sunday Premium - Employees scheduled to work on Sunday shall receive a premium of fifty (50¢) cents per hour in addition to their regular rate, for all hours worked and/or paid on Sunday. The Sunday premium shall be paid for all hours including General Holiday, vacation and overtime.

ARTICLE 8 MEAL AND REST PERIODS

8.01 Each employee will be assigned a mid-shift meal period of thirty (30) minutes.

In the event a meal period is interrupted by the requirements of the job and the employee does not have an opportunity to take the interrupted portion later, the Company will compensate the employee at the applicable rate of pay for the lost time. Management must be advised by the employee that their meal period is being interrupted.

8.02 A rest period of fifteen (15) minutes shall be allowed, without deduction of pay, to each employee during each period of work lasting three (3) hours or more, but no more than two (2) rest periods will be allowed in any one (1) day.

8.03 Time during which rest periods are taken shall be at the discretion of the Company. The Company will endeavour to schedule rest periods in such a manner so that they are not commenced within one (1) hour of the starting time, meal periods, or quitting time.

ARTICLE 9 HIGHER RATE WHILE FILLING VACANCIES

9.01 In the event of any employee, except those in the classification of "General Plant Help hired after September 25, 2005" being temporarily required to fill a position for a majority of the shift, in respect of which the rate of pay is higher than that paid to such employee, then during such time as they fill such other position, they shall receive, as a minimum, the minimum rate for the classification in which the work is to be performed. In the event of an employee's rendering temporary service in a position ordinarily paying a smaller wage, their regular rate shall not be reduced.

9.02 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive their regular rate of pay for all time so employed.

ARTICLE 10 VACATIONS WITH PAY

10.01 Each year's requirement for any employee to qualify for the respective periods of vacations with pay as set forth below are that they have worked for the Company not less than ninety-five (95%) percent of the regular, full-time assigned working hours during a continuous twelve (12) month period, but time for absence from work not to include:

- (a) the period of a vacation;
- (b) the aggregate of periods not exceeding thirty (30) working days in all, comprising time during which the employee has been authorized by the Company to be absent from work and time in respect of which the employee files with the Company a certificate, signed by a duly qualified Medical Practitioner, ensuring that the employee was not, in the opinion of the Medical Practitioner, fit to work during that time by reason of illness or injury.

In the event an employee does not qualify for vacations with pay as outlined above, they shall receive vacation pay calculated at two (2%) percent of their total wages earned for each week of vacation entitlement for which no vacation allowance has been paid.

10.02 Full-time employees with less than one (1) year of full-time service by May 1st will receive an amount equal to four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid, up to May 1st. Such employee may be allowed a leave of absence, without pay, of up to two (2) weeks during the months of May 1st to September 30th inclusive, unless otherwise mutually agreed to between the employee and the Company.

10.03 Vacation entitlement for full-time employees based on years of continuous full-time service will be as follows:

- one (1) or more years by May 1st - two (2) weeks' vacation with pay;
- three (3) or more years by May 1st - three (3) weeks' vacation with pay;
- eight (8) or more years by May 1st - four (4) weeks' vacation with pay;
- sixteen (16) or more years by May 1st - five (5) weeks' vacation with pay;
- twenty-two (22) or more years by May 1st - six (6) weeks' vacation with pay.

10.04 Employees entitled to vacations with pay as described above shall, if requested, receive a minimum of two (2) consecutive weeks during the months of June, July, August and September. The balance, if any, may be taken consecutively outside the above period provided it does not interfere with the efficient operation of the business. The Company agrees to recognize seniority and to give full consideration to any request for vacation, however, the parties agree that the final decision in any vacation scheduling shall be at the discretion of the Company.

Vacation Schedule

The Company agrees to post a finalized vacation schedule by March 1st of each year covering the months of June, July, August and September of that year.

All weeks of entitlement must be selected by the employee no later than September 15th. Any weeks not selected by that date will be scheduled by the Company.

Full-time employees shall have preference over part-time employees in the matter of scheduled time off for vacations.

10.05 A full-time employee with five (5) years' service in the past ten (10) years, who has completed at least one (1) year of full-time employment immediately prior to the anniversary date of the fifth (5th) year, shall be entitled to three (3) weeks' vacation with pay. Two (2) weeks of said vacation shall be granted during the months of June 1st to September 30th, inclusive. The third (3rd) week is to be scheduled by the Company unless otherwise mutually agreed to between the Company and the employee.

10.06 **Vacation Selection**

- (a) First (1st) selection will consist of a two (2) week selection in prime time, during the months of June, July, August, and September. At this time other weeks may be selected out of prime time. All first (1st) round of vacation selection will start on January 2nd and will be completed by February 7th.
- (b) Second (2nd) selection will consist of a two (2) week selection in prime time, if weeks are available, during the months of June, July, August, and September. At this time other weeks may be selected out of prime time. All second (2nd) round of vacation selection will be completed by February 21st.
- (c) Third (3rd) selection will consist of a two (2) week selection in prime time, if weeks are available, during the months of June, July, August, and September. At this time other weeks may be selected out of prime time. All third (3rd) round of vacation selection will be completed by March 1st.

10.07 **Part-time Employees**

Part-time vacation entitlement will be based on years of continuous service with the Company to April 30th of each year as outlined below:

one (1) or more years - four (4%) percent

three (3) years and more - six (6%) percent

Part-time employees will receive vacation pay allowance based on their previous years' gross wages (excluding overtime and previous years' vacation pay) earned May 1st to April 30th. Part-time employees' vacation pay shall be paid to all part-time employees during the month of May of each year.

Part-time employees proceeding to full-time employment, after a minimum of one (1) year of full-time service since their most recent full-time employment date, will be credited with the number of hours accumulated during the employee's continuous service with the Company and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of

a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements as provided in sub-article 10.03.

The credit to apply to vacations taken in 1991 and subsequent years.

Part-time employees shall be entitled to receive time off work without pay for vacation purposes in accordance with the full-time employees' vacation schedule.

10.08 In the event a period of vacation during July and August is properly awarded and subsequently abandoned by the employee with the consent of the Company, the abandoned week(s) will be offered to the senior employee who does not have vacation booked during July and August.

10.09 **Vacation Pay for Employees Permanently on Night Shift**

When an employee is working permanently on a shift of hours that qualify the employee for night shift premium, said employee shall receive, in their vacation pay, the premium pay they would normally have received had they worked with the Company.

10.10 When a General Holiday occurs during a full time employee's vacation, an extra day's vacation shall be granted if the holiday is one which the employee would have received had they been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay shall be given in lieu of an extra day's vacation. If mutually agreed between the Company and the employee, another day off with pay outside the vacation period may be scheduled within three (3) months of the General Holiday occurring.

10.11 If a full-time employee becomes confined to their home or in the hospital due to serious illness or injury while on vacation, the employee may file a claim for weekly indemnity benefits and the balance of the employee's vacation will be rescheduled at a time that is available following the employee's return to work.

10.12 The Company reserves the right to determine the vacation period for each employee within the above specified dates. To the extent that it does not hamper the efficient operations of the plant, employees' length of service with the Company shall be a primary consideration in the scheduling of vacations.

10.13 A full-time employee's approved scheduled vacation dates will not be changed by the Company without two (2) weeks' prior notice and in no event will they be changed if the employee produces evidence of more than two hundred (\$200.00) dollars obligations committed, prior to the two (2) weeks' notice.

ARTICLE 11 MANAGEMENT'S RIGHTS AND FUNCTIONS

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

11.02 The Company shall be the sole judge as to the merchandise to be handled in its Plant.

11.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Company, therefore, retains all rights not otherwise specifically covered in this Agreement.

11.04 Assignment of Hours

 The Company shall have the sole right to assign hours of work, including overtime, and to change such assignments from time to time, subject to the terms of this Agreement.

ARTICLE 12 JOB POSTING

12.01 When new positions are created or a vacancy occurs, the Company agrees to post a notice of such vacancy where all employees may see same, within thirty (30) calendar days. The notice posted shall only define the job to be applied for. Such notice shall remain posted for a minimum of three (3) working days. Senior employees applying for same shall be given preference, subject to sub-article 13.03. All applications shall be made in writing and a copy handed to the Shop Steward.

12.02 Where there is a possibility of a job being awarded other than by seniority, it is agreed that the Union Representative and/or Shop Stewards shall meet with Management and review the application.

12.03 The Company will endeavour to place the successful applicant on the job within fifteen (15) working days after the posting. However, the applicant shall be put on the job within thirty (30) working days, except by mutual agreement between the Company and the Union.

12.04 Except in unusual circumstances where, in management's opinion, it would be beneficial to the operation, employees will not bid for positions or vacancies more than once in an eight (8) month period from the date of appointment, except in cases where they bid for a higher wage rated job.

12.05 In the event an employee is returned or decides to return to their former position within fifteen (15) days, the vacated job will be awarded from among those employees who had applied to the original posting. In the event no other bids were received the Company may fill the job at its discretion.

Except in unusual circumstances where, in management's opinion it would be beneficial to the operation, employees who decide to return to their former position will be barred from bidding on any other job for a period of eight (8) calendar months.

ARTICLE 13 SENIORITY

13.01 Seniority shall be defined as the length of continuous service with the Company within the bargaining unit.

13.02 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over part-time employees. Part-time employees shall have seniority only over other part-time employees.

Full-time employees reduced to part-time by the Company, will be placed at the top of the part-time seniority list for all purposes, and ranked in accordance with their original full-time seniority date.

Except where deemed by the Company to be in the best interest of the operation, full time employees may not displace an employee in a higher wage rated job.

13.03 In the matter of promotion, demotion, layoff and recall after a layoff, seniority shall be the governing factor provided the employee under consideration has the merit, ability and fitness as determined by the Company to handle the work to be performed after a brief familiarization period.

13.04 No new employees will be hired until all employees on layoff have been recalled back to work, provided the recalled employee is available, willing and able to perform the required work.

13.05 Seniority shall be considered broken and services terminated if an employee:

- (a) is duly discharged by the Company and not reinstated through the grievance and/or arbitration procedure contained in this Agreement;
- (b) voluntarily quits or resigns;

- (c) has been laid off continuously for a period of more than twelve (12) months or is called back to work after layoff and does not return to employment within forty-eight (48) hours;
- (d) is absent from work without a written leave of absence, unless satisfactory reason is given by the employee. Sickness or inability to communicate with the Company shall be considered a satisfactory reason;

13.06 Any employee promoted to a position outside the bargaining unit shall be on a trial period for a period of six (6) calendar months. If the employee is not successful in their new position or decides to return within the bargaining unit, same will be allowed within the six (6) month period. The employee shall then return to the bargaining unit without loss of seniority and benefits.

13.07 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring or posting of full-time employees.

13.08 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of illness and/or injury.

ARTICLE 14 TECHNOLOGICAL CHANGES

14.01 Where the Company introduces automatic equipment or any new technology which may cause regular, full-time employees to lose their employment, the Company will meet with and advise the Union as far in advance as practical of the particular situation and its expected implications.

14.02 Any full-time employee with one (1) year or more of service, displaced due to technological changes, shall be trained for any new positions created by the technological change or retrained for a position presently in existence within the bargaining unit, providing they have sufficient seniority to displace a junior employee. Any displaced employee transferring to a classification that is higher rated than the one they presently hold, shall be allowed a maximum qualifying period of thirty (30) calendar days during which time there will be no adjustment in salary. Any displaced employee transferring to a classification that is lower rated than the one they presently hold shall be paid the rate of the classification at which they are employed, and shall be allowed a maximum qualifying period of thirty (30) calendar days. The principles of seniority as defined in Article 13 shall be observed.

14.03 If said employee cannot satisfactorily be retrained in that position, they shall be afforded an opportunity based on seniority to work part-time in their former classification, if said classification is still in existence; otherwise, they shall be terminated with severance pay.

14.04 Any regular full-time employee terminated under this Article (subject to sub-article 14.04) will be dealt with under the Severance Pay Article of this Agreement. (This does not apply to employees who accept employment with the Company outside the jurisdiction of this Agreement. For the purpose of defining Company in this Article it shall mean Agropur Canada).

14.05 The Company will attempt, to the best of their ability, to find a job within the bargaining unit for full-time employees with less than one (1) year's seniority, and part-time employees. If not possible, said employees will be terminated.

14.06 This Article is intended to assist employees affected by any technological change and accordingly Sections 83, 84 and 85 of the Manitoba Labour Relations Act do not apply during the term of the Collective Agreement between the Company and the Union.

The exercise of this Article supersedes Article 13 during a period of "Technological Change" within the Company.

ARTICLE 15 SEVERANCE PAY

- 15.01
- (a) Any regular full-time employees with five (5) or more years continuous full-time service who is permanently laid off, shall be eligible for severance pay if not recalled within thirteen (13) weeks.
 - (b) Severance pay shall be calculated on the basis of one (1) week's pay for each year of continuous full-time service up to a maximum of twenty-six (26) weeks' pay.
 - (c) Any employee shall have the right at any time to waive in writing their right of recall under sub-article 13.05 (c) and shall receive severance pay.
 - (d) It is agreed that anyone claiming severance pay shall have no further claims on the Company.

ARTICLE 16 NO STRIKES OR LOCKOUTS

16.01 The parties agree that there will be no strikes, slowdowns, or lockouts during the term of this Agreement, and that the Union will not hold any meetings during regular working hours.

ARTICLE 17 BULLETIN BOARDS AND DECALS

17.01 The Company shall allow the Union to install its own bulletin board on the Company's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Company and the Union and shall be situated in a prominent place.

17.02 The Company shall permit the Union to install the Union's decal on the front door and/or front window of the Company's premises or such other location as may be mutually agreed to between the Company and the Union.

ARTICLE 18 UNION REPRESENTATIVE'S VISITS

18.01 The Company agrees to permit a Union Representative to enter the Plant between 7:00 a.m. and 5:00 p.m., after proper authorization has been received from the Plant Manager or the Production Manager.

In the event access is required outside the period noted above, the Company agrees to arrange for such access on a mutually agreed day and time provided appropriate notice is provided.

18.02 It is agreed that no employee shall be taken off the job or prevented from performing their duties unless permission is granted by the employee's superior. Time taken for an interview in excess of ten (10) minutes shall not be on Company time.

18.03 Union Representatives' visits shall be for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure the terms of the Collective Agreement are being implemented.

18.04 The Plant Manager or their designate shall accompany the Union Representative when observing the conditions of work in the Plant.

18.05 Interviews between a Union Representative and an employee, when requested by the Union, shall be conducted in a place designated by Management.

ARTICLE 19 NO DISCRIMINATION

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

19.02 Employees will be permitted time off, with no loss of pay, during their working hours, to act on committees of the Union or to conduct other Union business, providing permission of the Company has been secured.

19.03 The Company and the Union agree to comply with the Manitoba Human Rights Code.

ARTICLE 20 SHOP STEWARDS

20.01 The Company recognizes the right of the Union to appoint and/or elect Shop Stewards in the Plant providing the Company is advised in writing of the names of those appointed and/or elected. The Company further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to Management. Shop Stewards will suffer no loss in pay for time spent investigating grievances, potential grievances or at grievance meetings in the plant with Management.

ARTICLE 21 HEALTH AND SAFETY COMMITTEE

21.01 The Company agrees to make every reasonable effort to provide safeguards necessary to the health and safety of the employees. The employees agree to endeavour, at all times, to promote cleanliness and safety and to follow the rules of the Company.

21.02 The Company and the Union agree to cooperate in maintaining a Health and Safety Committee in the plant. The Company recognizes the Union's right to appoint and/or elect a maximum of three (3) employees to the Health and Safety Committee.

21.03 Payment of Shift When an Employee is Injured During the Shift

The Company agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift.

ARTICLE 22 REPRIMANDS

22.01 The Shop Steward or, in the absence of a Shop Steward, another employee in the bargaining unit from within the Plant shall be present when a member of the bargaining unit:

- (a) is given a reprimand which is to be entered on the employee's personnel file;
- (b) is suspended or discharged.

The employee and a Shop Steward will be given a copy of such reprimand which is to be entered on the employee's personnel file. In unusual circumstances where it is necessary for the Company to advise an employee, by mail, of discharge the Union office will be mailed a copy of such notice.

22.02 If the Union Representative happens to be in the Plant, as outlined in Article 18, they may be present if requested by an employee about to be disciplined as outlined above.

ARTICLE 23 ADJUSTMENT OF GRIEVANCES

23.01 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.

23.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Company shall promptly supply such information in writing to the Union within fifteen (15) calendar days from the date of the request.

23.03 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within twenty-one (21) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

23.04 All grievances, except those submitted by the employees to their Supervisor, shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved party.

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

STEP 1: By a discussion between the employee and the Shop Steward and/or Union Representative with the Plant Manager. The Plant Manager shall reply to the grievance in writing, to the Union, within ten (10)

calendar days. If a satisfactory settlement has not been reached, the Union Representative may proceed to Step 2.

STEP 2: The Union Representative may take the matter up with Human Capital. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

23.06 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 24.

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

ARTICLE 24 ARBITRATION

24.01 If the Union and the Company cannot reach settlement, then at the request of either party, the grievance shall be submitted to an Arbitrator. If agreement cannot be reached within seven (7) calendar days in respect to the selection of an Arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an Arbitrator.

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

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

24.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deem essential to a full understanding and determination of the issues involved. In reaching their decision, the Arbitrator shall be governed by the provisions of this Agreement.

24.05 The Arbitrator shall not be vested with power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which

involves the determination of a subject matter not covered by or arising during the term of this Agreement.

24.06 The findings and decision of the Arbitrator, on all arbitrable questions, shall be binding and enforceable on all parties involved.

24.07 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no 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 Article.

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

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

ARTICLE 25 COURT'S DECISION

25.01 In the event of any Articles of this Agreement being held improper or invalid by any Court of Law or Equity or Labour Relations Board, such decision shall not invalidate any other portion of this Agreement, other than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 26 MERGER OF BUSINESS

26.01 In the event the ownership of the Company's business passes to another Company, the relevant section of the Manitoba Labour Relations Act shall apply.

ARTICLE 27 LEAVE OF ABSENCE

27.01 Union Convention/Conference/Education Leave

The Company shall grant a leave of absence requested by the Union for two (2) employees to attend Union conventions/conferences/education programs to a maximum of ten (10) days each during a calendar year, to the extent that it will not hamper the efficient operation of the Plant. Such leave of absence shall be without pay. Only one (1) employee (or two (2) by mutual agreement) may be granted time off at any one time.

27.02 Negotiations Leave

A maximum of two (2) employees will be granted time off without pay to attend collective bargaining meetings.

27.03 When an employee requests time off as per sub-articles 27.01 and 26.02, the Company will pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Company for any payments in regard to wages and benefits paid to the employee during such leaves.

27.04 Personal Leave

The Company shall consider request for leave of absence from an employee with twelve (12) months of service for personal reasons. Such requests shall detail the reason for the leave of absence and be submitted in writing to the Plant Manager a minimum of four (4) weeks prior to the commencement of the requested leave. The Company may, at its discretion, consider leaves of absence of an emergency nature with less than four (4) weeks' notice. Requests for leave of absence will not be unreasonably denied.

27.05 Compassionate Leave

An employee who has been employed for at least thirty (30) days is entitled to compassionate care leave of up to twenty-eight (28) weeks to provide care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a "significant risk of death within twenty-six (26) weeks", and that the family member requires care or support from one (1) or more family members (as defined by the Employment Standards Code).

27.06 Where an employee requests a leave of absence in writing, the Company agrees the granting or denial of same shall be in writing.

ARTICLE 28 **MATERNITY LEAVE/PARENTAL LEAVE/INCLUDING**
ADOPTION LEAVE

28.01 **Maternity Leave**

A female employee shall be granted a 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 is entitled and so chooses to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave, she must make application, in writing, within eight (8) weeks after the birth, and give the Company a minimum of two (2) 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 a disabling medical condition, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the condition.

Accumulated paid sick leave and/or group insurance benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Plan(s).

28.02 **Parental Leave/Adoption Leave**

(1) **Entitlements**

Every employee who has been in the employ of the Company for seven (7) months and

- (a) who,
 - (i) becomes the natural parent of a child or assumes actual care and custody of their newborn child, or
 - (ii) adopts a child under the law of a province; and
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

(2) **Commencement of Leave**

Except as indicated below, 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. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Company and the employee agree otherwise.

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

When an application for parental leave under sub-article (1) above is not made in accordance with sub-article (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted parental leave under this Article for the portion of the leave period that remains at the time the application is made.

(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 by them at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

(5) Seniority will continue during the leave and benefits accumulated prior to the leave will be maintained and not paid during the leave, except that employees who qualify under group insurance may elect to continue to pay the premium themselves during their leave.

The requesting and granting of leaves of absence shall be in writing.

ARTICLE 29 WITNESS FEES

29.01 Employees required to appear in court as a witness on behalf of the Company or subpoenaed in a court of law will be paid wages amounting to the difference between the amount paid for witness fees and the amount they would have earned had they worked on such days. Earnings will be calculated to a maximum of eight (8) or ten (10) hours per day and the maximum of forty (40) hours per week at the employee's regular hourly rate of pay.

ARTICLE 30 JURY DUTY

30.01 Employees summoned to Jury Duty, which may include jury selection, shall be paid wages amounting to the difference between the amount paid them for Jury services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from Jury Duty for the rest of the day or days and fails to report back to work, or if Jury Duty occurs on the employee's scheduled day off.

30.02 Part-time employees shall be granted necessary time off for jury duty, which may include jury selection, and shall be paid for each day lost for jury service. To establish the part-time employee's lost wages, the average of their daily hours worked in the twenty-six (26) weeks preceding the time of jury duty shall be used to determine their hours.

ARTICLE 31 BEREAVEMENT PAY

31.01 Full-time employees may be granted time off work, with pay, to a maximum of five (5) non-consecutive scheduled work days (maximum 40 hours), in the event of death of a spouse (including common law spouse of the same or opposite sex), parent, child, or fiancé. A day approved for this leave would be paid at ten (10) hours if it falls on the employee's work day, in accordance with the Agreement.

31.02 Full-time employees may be granted time off work, with pay, to a maximum of three (3) non-consecutive scheduled work days (maximum 24 hours), in the event of death in the extended family. The term "extended family" shall mean, brother or sister, mother- or father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, stepparent and stepchild. A day approved for this leave would be paid at ten (10) hours if it falls on the employee's work day, in accordance with the Agreement.

31.03 Part-time employees after six (6) calendar months of service, and who average twenty-four (24) or more hours per week on the previous four (4) weeks shall be eligible for Bereavement Leave with pay as outlined in 31.01 and 31.02. Pay for days granted shall be as follows:

- (a) twenty-four (24) to thirty-two (32) hours per week - six (6) hours pay per day;
- (b) thirty-two (32) or more hours per week - eight (8) hours pay per day.

31.04 The Company will grant one (1) day leave of absence without loss in pay as noted above for an employee acting as a pallbearer.

31.05 In the event that the death occurs while the employee is on vacation, the bereavement leave shall commence on the date of death and the employee shall be entitled to carry the vacation days forward, to be taken at a later time as agreed to between the employee and the Company.

31.06 Employees shall not be required to attend the funeral in order to receive bereavement leave.

ARTICLE 32 SAFETY FOOTWEAR/UNIFORMS

32.01 All employees shall receive a protective footwear reimbursement of up to one hundred and twenty-five (\$125.00) dollars once per calendar year upon submission of the original receipt of CSA approved footwear. Where, in the opinion of the Company, it is necessary, employees shall be supplied with rubber boots and uniforms by the Company.

ARTICLE 33 HEALTH AND WELFARE/DENTAL AND PENSION PLANS

33.01 The Health and Welfare and Dental and Pension Plans shall be as indicated in Appendix "A" attached to this Agreement.

ARTICLE 34 LABOUR/MANAGEMENT RELATIONS

34.01 A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards from the Union and Representatives from the Company. The full-time Union Representative may also attend these meetings from time to time. The committee shall meet quarterly or at the request of either party for the purpose of discussing matters of mutual concern. Time spent by bargaining unit employees in carrying out the functions of this committee shall be considered as time worked and suffer no loss in pay. The committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement. An agenda shall be prepared one (1) week prior to each meeting.

34.02 Minutes of all meetings that occur shall be kept and a copy shall be provided to each member of the committee and a copy shall be posted on the bulletin board for all employees to see. The Union office shall be emailed or faxed a copy of these minutes within fourteen (14) calendar days of completion of the meeting. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

APPENDIX "A"

HEALTH AND WELFARE DENTAL PLAN AND PENSION PLAN

A-1 Health and Welfare

A-1.01 Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of one hundred and sixty (160) hours credit. Credits shall accumulate only on a full-time employment, following the completion of a three (3) month full-time eligibility period.

A full-time employee reduced to part-time will be allowed to access any unused sick leave credits accumulated prior to being reduced to part-time. Such sick days would be used for scheduled days, not to cover call-ins or overtime and cannot be used to top up group insurance. It is understood that A-1.04 (a) and (b) will apply.

A-1.02 An employee working permanently on a shift of hours that qualify the employee for night shift premium shall receive the premium pay they would normally have received had they worked, when entitled to paid sick leave from the Company.

A-1.03 In order to qualify for sick pay, employees must notify the Company, prior to the starting time or as soon as possible on the first day of absence. Said employee shall also inform the Company, as indicated above, of the estimated length of illness and must notify the Company when ready to return to work.

The Company may require the employee to provide a doctor's certificate, verifying any absence due to disability.

Where the Company requires an employee to provide a doctor's note or to have a doctor fill out a form, they will pay the cost for same unless the note is required as a result of the following:

1. The employee has been formally advised that their attendance record is unacceptable and that doctor's certificates will be required in the future; or
2. The duration of the absence or the circumstances surrounding the absence require verification.

The Company will be under no obligation to pay for the completion of forms that are required to be completed for the receipt of benefits under Weekly Indemnity, WCB or LTD plans.

In regard to employees returning from a leave of absence the employee will be responsible for the cost of the initial note indicating they are fit to return to work. If the Company requires any further medical information the Company will pay the cost for same.

For all accommodations where the employee is returning to work from an absence, the employee will be responsible for the cost of the initial doctor's note which will clearly explain the nature and reason for the accommodation. If further medical information is required the Company will pay the cost for same.

The Company will be under no obligation to pay for a doctor's note confirming an accommodation for an employee who has not missed any work due to the medical condition requiring the accommodation.

A-1.04 Sick Leave

- (a) Employees with fifty-six (56) or more sick hours in their sick leave bank would be eligible to receive sick pay on their first (1st) day of absence;
- (b) Employees with less than fifty-six (56) hours in their sick bank would be eligible to receive sick benefits on the second (2nd) day of absence;

A-1.05 The Company shall, unless otherwise requested by the employee, in writing, apply any accumulated sick leave to absences due to sickness not covered by insured Weekly Indemnity Benefits (or similar benefits) and may, unless otherwise requested by the employee, supplement Weekly Indemnity Benefits (or similar benefits) with unused Sick Leave Credits in an amount equal, but not exceeding the employee's normal earnings.

A-1.06 Employees, if found abusing the privilege, shall be disciplined by the Company.

A-2 Manitoba Food & Commercial Workers Dental Plan

A-2.01 Effective January 1, 2017, the Company agrees to make a direct contribution to the Manitoba Food and Commercial Workers Dental Plan of thirty-eight (38¢) cents per hour, in respect to all employees, for regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation with pay as entitled under sub-article 10.03, any paid leave of absence and General Holidays to the maximum of the basic work week.

A future increase of up to two (2¢) cents per hour to a maximum of four (4¢) cents shall be made if determined necessary by the Board of Trustees to fund the existing level of benefits for the duration of this Collective Agreement.

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

A-2.03 A maximum coverage payment of claims of the Manitoba Food and Commercial Workers Dental Plan shall be as determined from time to time by the Board of Trustees.

A-2.04 It is agreed that, in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Manitoba Food and Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits that these benefits shall be deleted from the Manitoba Food and Commercial Workers Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

A-3 Canadian Commercial Workers Industry Pension Plan

A-3.01 (a) Effective February 4, 1979, the employees of Agropur Cooperative shall commence coverage under the Canadian Commercial Workers Industry Pension Plan.

(b) The Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan "CCWIPP" the sum of one dollar and forty-five cents (\$1.45) per hour for all hours worked or paid by the Company to its employees in the bargaining unit including any overtime hours worked in a week (to a maximum of the basic work week), vacation, general holidays, sick days (not including Weekly Indemnity, Long Term Disability or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement.

Contributions are required for each hour overtime is worked and paid to the extent the cumulative hours worked and paid do not exceed the basic work week.

The maximum number of hours for which contributions are to be made in a week is the maximum number of hours of the basic work week for a full-time employee.

Contributions paid with respect to part-time vacation pay shall be remitted on an annual basis within one (1) calendar month of part-time employees receiving their vacation pay. It is understood that contributions paid with respect to part-time vacation pay shall only be made on behalf of employees who are in the employ of the Company as of the date vacation pay is paid.

Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement (e.g., four (4%) percent, six (6%) percent, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above effective date (e.g., an employee having worked or been paid for one thousand (1000) hours in the previous year and who was entitled to four (4%) percent vacation pay would be entitled to receive an additional forty (40) hours' credit into their previous yearly total. The CCWIPP Administrator would credit said part-time employee with forty (40) additional hours and receive forty (40X) the applicable contribution rate from the Company. Therefore, for the previous year, the employee, in this example, would be credited with a total of one thousand and forty (1040) hours.

In addition, employees will make contributions based on the number of years of continuous service in the Plan as set forth below, which contributions will be made by way of deductions from employees' pay:

<u>Period of Continuous Service</u>	<u>Employee Contribution Rate</u>
Less than two (2) years	Zero (0¢) cents per hour
Two (2) years but less than eight (8) years	Twenty two (22¢) cents per hour
Eight (8) or more years	Forty (40¢) cents per hour

In accordance with the Plan's governing documentation, employee contributions are to commence the earlier of:

- (a) the first day of the month following completion of two (2) years of continuance service with one or more participating employer;**

OR

- (b) January 1st of the year following two (2) consecutive calendar years if, in each of these calendar years, an employee has either:**
 - (i) completed at least three hundred and fifty (350) hours of employment with one or more participating Employers;**

OR

 - (ii) earned at least thirty-five (35%) percent of the Year's Maximum Pensionable Earnings with one (1) or more participating Employer.**

A-3.02 Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above A-3.01(b) shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

A-3.03 The parties agree should pension legislation or regulation change in Ontario or in a province where CCWIPP is registered which makes the Company responsible for all or part of pension contribution increase, or for any reason, the employees' hourly rate of pay will be reduced by the amount of the hourly increase of contributions.

A-4 Health and Welfare Trust

- A-4.01 (a) The Company and the Union agree to participate in the Manitoba Safeway/UFCW Local 832 Health and Welfare Plan (Plan 1) to provide health and welfare benefits as decided by the Board of Trustees from time to time.
- (b) Effective date of ratification, the Company agrees to make direct contributions to the plan in the amount of fifty-eight (58¢) cents per hour for all regular hours paid, sick pay (not including weekly indemnity), full-time employees' vacation as entitled under sub-article 10.03, all paid leave of absence and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.
- (c) The eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Board of Trustees.
- (d) Full-time employees shall be covered by the Trusteed Health and Welfare Plan 1 after three (3) months of full-time employment. Part-time employees shall be covered by the Trusteed Health and Welfare Plan after averaging thirty-two (32) hours or more per week during any three (3) consecutive month period. (This shall be interpreted to mean regular hours paid and in the case of a part-time employee three (3) months is intended to mean thirteen (13) consecutive weeks). Employees who qualified for health and welfare benefits prior to or on May 19, 2008 shall remain covered as long as they remain actively employed by the Company, whether or not their average weekly hours drop below thirty-two (32) hours per week.

- (e) Any employee who has not yet qualified for the Trusteed Health and Welfare Benefits, will be eligible to qualify for same, in the event they average thirty-two (32) hours or more per week for a thirteen (13) consecutive week period. Employees who restrict their availability, and as a result averages less than thirty-two (32) hours during any thirteen (13) week period, shall be disqualified from Plan 1 coverage.

A-5 Health and Welfare Trust Plan 2

- (a) The Company and the Union agree to participate in the Manitoba Safeway/UFCW Local 832 Health and Welfare Plan (Plan 2) for part-time employees for the purpose of providing Health and Welfare Benefits to eligible employees who are not covered by the existing Plan 1 as determined by the Board of Trustees from time to time.
- (b) The Company agrees to pay (effective January 1, 2017) zero (0¢) cents per hour contribution for all regular hours paid, sick pay (not including Weekly Indemnity), employees' vacation as entitled under sub-article 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.
- (c) The eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Board of Trustees.

APPENDIX "B"

WAGES

B-1 Full-Time Employees

		1.50%	1.75%	2.00%	2.00%	2.25%
	Current	July 17/16	July 16/17	July 15/18	July 21/19	July 19/20
Maintenance Classification						
4th class Maintenance Engineer	28.67	29.10	29.61	30.20	30.81	31.50
3rd Class Maintenance Engineer	30.15	30.60	31.14	31.76	32.40	33.12
Duel Ticket Maintenance Millwright or Electrician AND 3rd or 4th Class Engineer	32.90	33.39	35.03	36.23	37.45	38.80
Maintenance Mechanic	23.44	23.79	24.21	24.69	25.19	25.75
Production Classifications						
Pasteurizer	23.69	24.05	24.47	24.96	25.45	26.03
Milk Filler Operator	23.29	23.64	24.05	24.53	25.02	25.59
Blow Mold Machine Operator	23.69	24.05	24.47	24.96	25.45	26.03
Utility	24.49	24.86	25.29	25.80	26.31	26.91
Clean-up Person	23.44	23.79	24.21	24.69	25.19	25.75
Receiver	23.29	23.64	24.05	24.53	25.02	25.59
Cooler Classifications						
Receiver	23.29	23.64	24.05	24.53	25.02	25.59
Materials Handler, Order Selector						
0-1,000 hours	21.14	21.46	21.84	22.27	22.72	23.22
1,001- 2,000 hours	22.14	22.47	22.86	23.32	23.76	24.32
2,001+ hours	23.14	23.49	23.90	24.38	24.86	25.42

Increases above would be on the 1st Sunday following the completion of the required hours.

B-2 Scales for Part-Time Employees

	Current	July 17/16	July 16/17	July 15/18	July 21/19	July 19/20
General Plant Help						
0 - 500 hours worked	13.46	13.66	13.90	14.18	14.46	14.79
501 - 1,000 hours worked	13.96	14.17	14.42	14.71	15.00	15.34
1,001 - 1,500 hours worked	14.46	14.68	14.93	15.23	15.54	15.89
1,501 - 2,000 hours worked	14.96	15.18	15.45	15.76	16.07	16.44
2,001 - 2,500 hours worked	15.46	15.69	15.97	16.29	16.61	16.99
2,501 - 3,000 hours worked	15.96	16.20	16.48	16.81	17.15	17.53
3,001 - 3,500 hours worked	16.46	16.71	17.00	17.34	17.69	18.08

3,501 - 4,000 hours worked	16.96	17.21	17.52	17.87	18.22	18.63
4,001 - 4,500 hours worked	17.46	17.72	18.03	18.39	18.76	19.18
4,501 - 5,000 hours worked	17.76	18.03	18.34	18.71	19.08	19.51
5,001 - 5,500 hours worked	18.46	18.74	19.06	19.45	19.84	20.28
5,501 - 6,000 hours worked	18.96	19.24	19.58	19.97	20.37	20.83
6,001 + hours worked	19.71	20.01	20.36	20.76	21.18	21.65

Increases above would be on the 1st Sunday following the completion of the required hours.

The Company maintains the right to start employees at any rate in the part-time scales.

Any Full Time employee reduced to Part Time either at the direction of or the permission of the Company will be given the appropriate rate at the Part Time scale based on career hours worked or paid.

B-3 Retroactive Pay

All employees active on the Company's payroll shall receive full retroactive pay to July 16, 2016, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within forty-five (45) calendar days following the date of Union ratification of this Agreement. Retroactive pay will be issued to each employee in the bargaining unit on pay cheques that are separate and apart from the employee's normal earnings.

B-4 Part-time (Summer Relief)

In the event a summer relief employee who is terminated September 30 is immediately rehired, their seniority will be back-dated to their original hire date that year and they will be credited with hours worked that year as a summer relief employee in their new wage scale. Summer relief employees will not qualify for group insurance coverage.

All overscaled employees will remain overscaled for the life of the Agreement and shall receive the same across the board increases as all other employees.

B-5 Lead Hand

A Lead Hand premium of one (\$1.00) dollar per hour will be paid to the employee appointed by the Company for all hours designated by management to perform the job function of Lead Hand. The appointment will be made at the discretion of the Company but with due regard for the skill, ability and efficiency of the employees under consideration.

APPENDIX C

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

- C-1 The Company agrees to contribute five (5¢) cents per hour into the Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund.

The hours for which the Company will contribute said amount will be the same as contributed for the Dental Plan under Appendix A-2, and shall be remitted to the Union in the same manner.

APPENDIX D

PLANT CLOSURE AGREEMENT

1. Outstanding Vacation

The Company will provide vacation benefits in accordance with Article 10 of the Collective Agreement up to the employee's last day of active employment or the end of the statutory notice period, whichever is greater. Any outstanding vacation accrued during the May 1, 2020 and April 30, 2021 vacation year and not used, the amount will be paid in lump sum to the employee.

Current Vacation Hours:

Employees may request to have current vacation hours paid out at any time. Any unused current vacation hours will be paid out on termination.

Any vacation pay accrued from January 1, 2021 to date of ratification, will be paid out within thirty (30) days of ratification.

Effective Monday following date of ratification, vacation pay shall be paid to all employees on each pay period until date of termination. Entitlement will be based on years of continuous service with the Company to May 1, 2021 as outlined below:

One (1) or more years	-	four (4%) percent
Three (3) years or more	-	six (6%) percent
Eight (8) years or more	-	eight (8%) percent
Sixteen (16) years or more	-	ten (10%) percent
Twenty-two (22) years or more		twelve (12%) percent

Upon written request of the employee, the Company agrees to grant employees time off for vacation purposes, without pay, as per Article 10.03 of the Collective Agreement.

Employees will be eligible for a special one-time bonus of five hundred (\$500.00) dollars less statutory deductions for each week of scheduled vacation that is cancelled by the Company from the date of the announcement of closure to the closure. Eligible employees will retain their cancelled vacation for rescheduling or payout on the last day of employment.

2. Severance Pay

The Company shall provide severance pay to all employees who will be terminated on the basis of one (1) week's pay for each year of continuous service to a maximum of thirty (30) weeks. Said severance pay is not in addition to Article 15 – Severance Pay. If an employee is laid off by the Company prior to the last day of plant operation, the employee's severance pay will be calculated to their last day of employment.

Employees shall receive their severance pay as:

- (a) wage continuance; OR
- (b) lump sum payment; OR
- (c) direct deposit to the employees' RRSP; OR
- (d) combination of lump sum payment and direct deposit to RRSP, OR
- (e) combination of wage continuance and direct deposit to RRSP.

Wage continuance does not include pension contributions but does include premium pay if the employee has been receiving the premiums on every pay period for six (6) consecutive months or longer. Lump sum payments shall be paid out within thirty (30) days of termination.

Employees must remain available for work and work in a satisfactory manner until the last day their services are needed.

3. Shipping/Warehouse and Maintenance Positions

Following date of ratification, the Company shall in decreasing order of plant wide seniority, train each employee who wishes to work in the shipping/warehouse. Any time during or after the training the employee decides that they do not wish to work in shipping/warehouse, said employee shall receive all benefits stated in this Appendix upon their termination.

The Union and employees will be provided by no later than July 31, 2021 the closure date for Shipping/Warehouse. Employees will have seven (7) calendar days to respond with a decision on whether they wish to continue with their employment and opt to bump into the shipping/warehouse or take their severance on September 24, 2021 following closure of production activities.

In the event, closure of the Shipping/Warehouse and Maintenance extends beyond the date provided on July 31, 2021, all remaining employees shall have the option to receive all benefits stated in this Appendix and terminate on the date of closure provided by the Company, should the employee

choose to do so. Should the employee decide to continue working, said employee shall receive all benefits stated in this Appendix at final closure.

4. Health and Welfare Coverage

The Company will maintain current benefit coverage as outlined in Appendix A-2, A-4 and A-5 of the Collective Agreement until the last day of employment. In addition, subject to approval of the Trustees, benefit coverage will be extended for a period of thirty (30) days after the last day each employee is required by the Company. Such continued benefit coverage includes life insurance, accidental death & dismemberment insurance, health care, vision care and dental care benefits and does not include disability, optional or out of country coverage. Extended benefit coverage during the thirty (30) day period ceases when an employee secures replacement coverage through an alternate Employer.

The Company will contribute the same contributions that they currently make into the United Food and Commercial Workers Dental Plan into the fund which will be used to pay for dental benefits for the first thirty (30) days after the closure of the plant. Claims will be paid on the basis of the current dental plan. At the end of the thirty (30) day period the balance will be paid on the basis of claims made compared to money in the fund. If there is any excess it will be paid into the Training Centre to cover transition services. If there is a shortfall it will be prorated on the rate of claims made to funds available.

Sick Leave Credits Paid

The Company shall pay to the employees all their sick leave credits accumulated to last day of their services needed.

5. Counselling Services

The Company will provide employees with counselling through Shepell. This coverage will be extended for a sixty (60) day period and ceases when an employee secures alternate employment.

This counselling service is confidential information, counselling and referral service for employees and their immediate family members. Confidential help is available for a broad range of personal and work-related concerns such as: stress, relationships, emotional concerns, anxiety, grief, addiction, trauma, and financial problems.

6. Career Transition Services

The Company will make a one-time payment of ten thousand (\$10,000.00) dollars to the UFCW Training Centre in Winnipeg to assist employees with the transition to alternate employment. These career transition services include: career transition coaching, resume development, interviewing techniques, job search skills, training information and resource centre, access to skills upgrading courses, and information on Employment Insurance. Payment shall be made within thirty (30) days of date of ratification.

Where possible, the parties will leverage any funding available through Provincial Government programs for the benefit of affected employees.

Employees will be eligible for reimbursement of some relocation related expenses (e.g. real estate fees, moving personal effects) if they move to an alternate job opportunity with the Company outside Winnipeg.

7. Labour Adjustment Committee

Three (3) Representatives from Management and three (3) from the Union will sit on a Labour Adjustment Committee that will meet regularly up to the closure date. This committee will review various employee aspects related to the wind down of operations, such as employee scheduling and workforce reductions.

8. Confirmation of Employment

The Company shall provide individual letters confirming employment for reference purposes to all interested employees. All such requests either before or after the closure date are to be made to the Human Resources Manager.

9. Current Address Information

Following date of ratification, the Company shall provide the Union with an up-to-date list with employees' names, Social Insurance Numbers, classifications, departments, status and rates of pay of all bargaining unit employees covered under the terms of the Collective Agreement.

10. Outstanding Grievances

Within thirty (30) days the parties will meet in an attempt to resolve any outstanding grievances or agree to a process to expedite.

All amounts contemplated under this Appendix are subject to applicable deductions and to the employee working in a satisfactory manner until the last day required by the Company. When a terminated employee is in receipt of all benefits contained in this Appendix seniority and recall rights shall terminate.

The parties agree that in consideration of the terms and payments set out in this Appendix, this Appendix constitutes a full and final settlement with respect to all claims between the Union and/or the employees on the one hand and the Company on the other arising out of the closure of the Agropur facility in Winnipeg, Manitoba. The parties specifically acknowledge that the word “claims” includes, without limiting the generality of the foregoing, all action, claims, complaints and grievances (subject to the resolution of the outstanding grievances or any that may be filed relevant to events that occur prior to the closure) arising out of the Manitoba Employment Standards Code, the Human Rights Code, the Labour Relations Act, or the Collective Agreement.

In light of the foregoing terms of settlement, the Company and the Union agree to this final and binding agreement.

LETTERS OF UNDERSTANDING

BETWEEN:

AGROPUR COOPERATIVE, a body corporate, carrying on business 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".

1. BASIC WORK WEEK

The following conditions will apply with respect to the basic work week for full-time production employees (and part-time as mutually agreed) working in production, and may apply to order selector/shipping areas in the future by mutual agreement between the Company and the Union.

- (a) Work Week and Hours of Work - The basic work week will be four (4) days at ten (10) hours/day. There will be a minimum of two (2) consecutive days off each week. The Company acknowledges that three (3) consecutive days off would be preferred by the employees and will, where practicable, maintain such a schedule bearing in mind the efficient operation of the business. The Company in making such decisions on efficiencies will act in good faith. Any decision to implement the revised schedule will occur only after a meeting with the Union and the Stewards and in no event will a change be implemented before September 1, 2002. A minimum of two (2) weeks notice will be given.
- (b) It is the intent of both parties when dealing with the unscheduled absence of employees to limit the amount of consecutive hours of overtime and minimize events wherein the employees have less than eight (8) hours off between shifts. To achieve this objective every attempt will be made to achieve mutual agreement on the method of staffing which could include splitting the overtime, starting early, staying late and changing days off or combinations of the above alternatives.

- (c) Rest and Lunch Periods - Employees will be allowed two (2) paid twenty (20) minute rest periods and one (1) thirty (30) minute unpaid meal period in each ten (10) hour day.
- (d) General Holidays - During the week in which a general holiday occurs, employees shall be scheduled four (4) shifts of eight (8) hours with eight hour general holidays.
- (e) Article 5.01 of the Collective Agreement on Overtime shall apply subject only to the amendments in (a) and (4 d) above.
- (f) Sick Pay (re A-1.01) - Employees working the four (4) ten (10) hour day shift will accumulate sick credits at four (4) hours per month.
- (g) Jury Duty and Bereavement - A day approved for this leave would be paid at ten (10) hours if it falls on the employee's work day, in accordance with the Agreement.
- (h) Group Insurance and WCB - Absences for bona fide illness or accident will be administered on the basis of each shift being ten (10) hours. For the purposes of administering weekly indemnity it will pay after the first (1st) three (3) days (thirty (30) hours maximum) and on the first (1st) day if hospitalized.
- (i) The shift schedules (starting times) will be developed by the Company. The Union and the employees will have the right to make any representations they see appropriate with respect to the most desirable and efficient manner of organizing these shifts.

2. STANDARDS OF REGULAR ATTENDANCE

The Company and the Union are committed to discouraging and eliminating the abuse of sick leave privileges and encouraging a standard of regular attendance. Abuse of sick leave privileges, paid or unpaid, is defined as an employee who fails to report for work by falsely claiming to be ill.

Absence from the job reduces productivity which in turn affects all employees.

(1) Employee's Responsibility:

- (a) It is the employee's responsibility to notify their Supervisor, as set out in Appendix A-1.03 of this Collective Agreement, when an employee is absent for any reason.
- (b) All employees are to strive for perfect attendance by:

- (i) maintaining reasonable health standards and taking precautions against illness;
- (ii) not permitting minor indispositions or inconveniences to prevent them from meeting their job obligations;
- (iii) making every effort to work safely - observing safety rules and practising accident prevention both on and off the job.

(2) Company's Responsibility:

The Company's responsibility is to treat employees fairly on sick leave benefit administration, and, through supervision, to make every effort to assist in removing cause of absenteeism.

(3) Union's Responsibility:

The Union's responsibility is to work with all of its members to eliminate people who abuse sick leave benefits or whose attendance is a matter of concern by the Company.

3. SALE OF BUSINESS

- (a) In the event the Company agrees to a sale, lease or transfer of its Winnipeg Agropur Cooperative Plant represented by United Food and Commercial Workers, Local No. 832, the Company shall advise the purchaser of the existence of this Collective Agreement and further advise of the relevant provisions of the Manitoba Labour Relations Act;
- (b) The Company shall not be held liable for any violation or alleged violation of this Agreement or the Act;
- (c) The Company agrees to notify the Union as far in advance as possible of any contemplated sale, lease or transfer.

4. UNION REPRESENTATIVE'S VISITS

Notwithstanding the provisions of sub-article 18.04, the Company agrees that the full-time Union Representative is allowed to tour the Plant facilities unescorted subject to the following:

- (a) The tour be limited to the lunch room, offices, hallways, dry storage, shipping, case stacker and maintenance areas.

(b) The Union Representative wear sanitary garb as required by the Company.

5. In the event the Company moves to a two (2) week payroll, the Company agrees to bridge this period by forwarding an advance to all employees who request same, up to a maximum of one (1) week pay, on a one time basis only.

6. SEVERANCE PAY

Article 14.01 of the Collective Agreement shall be interpreted as applying to any part-time employee who has been reduced from full-time to part-time by the Company provided they would have qualified based on their full-time service. Such amount will be pro-rated based on the employee's hours worked or paid over the last fifty-two (52) weeks from the date of layoff.

7. HEALTH & WELFARE TRUST

In the event, that through the sale of Agropur Cooperative, the feasibility of continued participation in the Health and Welfare Trust becomes compromised, the parties agree to meet in good faith to negotiate a solution. In the event that a solution cannot be reached, the matter shall be referred to binding arbitration in accordance with the Collective Agreement.

8. APPRENTICESHIP & SKILLS UPGRADING

In the event that the Company identifies the need to establish an Apprenticeship program in order to meet the future needs of the Maintenance Department, the Union and the Company agree to meet to discuss the implementation process of said program. Opportunities will be posted in accordance with the Collective Agreement.

Employees in the Maintenance Department are continually encouraged to upgrade their skills. The Company will review any training and apprenticeship opportunities that are presented to them for consideration. Where approved and if successfully completed by the employee, the Company will compensate the employee for all costs associated with a course or program that will benefit the organization in accordance with the Company's educational reimbursement program.

This letter will be an integral part of the Collective Agreement signed between the above mentioned parties.

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE COMPANY:

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 No. 832**, and **Agropur Cooperative** 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 new employees who are not members of the Union provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The Union shall not request the discharge or discipline of any employee for non-payment of special assessments that may be levied by the Union. The Company agrees to provide each new employee and rehired employee at the time of employment with a form letter outlining to the employee his their responsibility in regard to the payment of Union dues and initiation fee. The Company agrees to forward Exhibit One duly completed, as attached to this Agreement, to the Union within ten (10) calendar days from the date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Company. No employee shall be discharged or discriminated against for lawful Union activities or performing services on a Union Committee outside working hours, or for reporting to the Union the violation of any provision of this Agreement. The Company agrees to deduct from the wages of each employee such Union dues and initiation fees as are authorized by the Union. The Company further agrees to make such deductions automatically from the wages of new or rehired employees' first pay cheques. Money deducted during any month shall be forwarded by the Company to the Union by direct deposit in accordance with the instructions of 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 electronic statement of the names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction forwarded to the Union via email.”

Please complete the Membership Application (sample attached) immediately and return it to the Company to be forwarded to UFCW, Local No. 832 Union Office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LOCAL 832		Manitoba, Canada			
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 the use of my SIN 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	LOCATION	DEPARTMENT NO.			
CLASSIFICATION	PROV. NO.	FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>	
		PART-TIME <input type="checkbox"/>		OTHER <input type="checkbox"/>	
I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forwarded to the Union. I declare that I am not a member of any other union and 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 Union. I agree to the privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union. My personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5855 or 1-888-832-9832.